

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

CHAMBER RULES

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

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

AGENDA

Board of County Commissioners

Regular Meeting – September 1, 2016 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner May.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.



6. Presentations:

A. Plaque to Frank G. Cherry for his service as Commissioner Wilson B. Robertson's appointee on the Escambia County Disability Awareness Committee, from December 5, 2013 – July 27, 2016; and

B. Plaques to the following individuals for their service on the Animal Services Advisory Committee:

- Commissioner Wilson B. Robertson's appointee – Angel Lint (December 5, 2013 – August 18, 2016)
- Commissioner Douglas B. Underhill's appointee – Carrie N. Turner (November 18, 2014 – August 18, 2016)
- Commissioner Lumon J. May's appointee – Patricia Krakowski (November 20, 2012 – August 18, 2016)
- Commissioner Grover C. Robinson, IV's appointee – Brenda T. Mader (May 16, 2013 – August 18, 2016)
- Commissioner Steven L. Barry's appointee – Diane Ritchie (June 26, 2014 – August 18, 2016)
- County Administrator Jack R. Brown's appointee – Dr. Andrew "Andy" Hillman (September 5, 2013 – August 18, 2016)

7. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Rebecca McMullen, Senior Budget Analyst, Management and Budget Services Division, on her selection as "Employee of the Month" for September 2016; and

B. The Proclamation expressing appreciation to Dorothy Gindl Lambert Casey for a lifetime of faithful and dedicated service to the community.

8. Written Communication

August 8, 2016, E-mail communication from Daniel Saba, Attorney for Farm Hill Utilities, Inc., and Stephen Moorhead, Attorney for Thomas Home Corporation, requesting that the Board consider an appeal filed by Thomas Home Corporation concerning the Farm Hill Franchise Agreement.

Recommendation: That the Board consider an appeal filed by Thomas Home Corporation concerning the Farm Hill franchise Agreement.

On April 18, 2016, Mr. Henry filed a complaint against Farm Hill and on April 28, 2016, Angela Jones with the law firm of Locklin, Saba, Locklin & Jones, P.A., sent a letter to Mr. Henry explaining Farm Hill's policy regarding payment of these fees in residential developments. Mr. Henry is unhappy that Farm Hill requires payment of per-lot impact fees at the time of platting instead of when each lot is developed. In this case, Mr. Henry paid the fees and now desires a refund and an amendment to Farm Hill's policy.

Both parties are in the process of continued negotiations in hopes to come to a resolution to the complaint before the Board meets.

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

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

10. Reports:

**CLERK & COMPTROLLER'S REPORT**

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of the July 31, 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2016, as required by Ordinance Number 95-13; on July 31, 2016, the portfolio market value was \$286,956,346 and portfolio earnings totaled \$320,246 for the month; the short-term portfolio yield was 0.48%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.42%; the enhanced cash portfolio achieved a yield of 0.80%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.56%; the long-term CORE portfolio achieved a yield of 1.32%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.77%.

2. Recommendation Concerning Instrument of Adoption

That the Board authorize Pam Childers, Clerk of the Circuit Court and Comptroller, in her capacity as Chief Investment Officer, to execute the Instrument of Adoption of the Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System (FLCASS); FLCASS is an intergovernmental investment pool, as described in Section 218.415, Florida Statutes, that provides the opportunity to invest funds on a cooperative basis in short-term investments, which are carefully selected to provide maximum safety and liquidity while generating a competitive yield.

3. 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 August 18, 2016;

B. Approve the Minutes of the Regular Board Meeting held August 18, 2016; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 11, 2016.

## **GROWTH MANAGEMENT REPORT**

### I. Public Hearing

#### 1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on August 2, 2016

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 2, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2016-06 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

<b>1. Case No.:</b>	<b>Z-2016-06</b>
Address:	325 East Commerce Street
Property Reference No.:	51-2S-30-7061-004-024
Property Size:	0.52 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	Joe Wanek, Agent for Terry Teschel, Owner
Planning Board Recommendation:	Approval
Speakers:	Joe Wanek, John Price, Neal Smith, Robert Heinicke, David Bryant

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 2, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Development & Compliance Review, Two -Year Warranty

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) amending Chapter 2, Article 5, Section 2-5.7 "Final Plats," by requiring all public subdivision improvements be free from defects for a period of two years from date of recordation of the final plat.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 4, Airport and Airfield Environs

That the Board review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4 Location and Use Regulations, Article 4 Airport and Airfield Environs, Section 4-4.2.c "Applicable airports and airfields," Section 4-4.3.2.b "from airport/airfield," and Section 4-4.4.b.3 "Establishment." to remove references to Navy Outlying Field Saufley Airport and Coastal Airport.

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 8 of the Escambia County 2030 Comprehensive Plan - CPA-2016-02

That the Board of County Commissioners (BCC) review and recommend for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Comprehensive Plan, Chapter 8, "Mobility Element", Policy MOB 4.2.6 "Encroachment Control Planning", to remove references to Navy Outlying Field Saufley Airport.

This hearing serves as the first of two public hearings.

6. 5:49 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Wiggins Sand Mine Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Wiggins Sand Mine Borrow Pit, located at 6350 Greenland Road, property reference number 05-5N-32-1101-000-001.

7. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the Escambia County 2030 Comprehensive Plan - CPA-2016-01

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Comprehensive Plan, Chapter 7, Policy FLU 1.3.1, Future Land Use categories, to allow limited agriculture in Mixed-Use Urban and Mixed-Use Suburban FLU categories.

The Planning Board recommended approval on April 5, 2016. This hearing serves as the second of two public hearings.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

**A. September 22, 2016**

1. 5:45 p.m. - A Public Hearing - AICUZ Maps
2. 5:46 p.m. - A Public Hearing - Operational Permit: Resource Extraction Facility - Eager Beaver Vegetative Reclamation Facility

**B. October 6, 2016**

1. 5:45 p.m. - A Public Hearing - Opting Out of the Sector Plan - 1400 Hwy 29 - OSP-2016-01 (first of two public hearings)
2. 5:46 p.m. - A Public Hearing - Residential Uses in Zoning Districts Ordinance (first of two public hearings)
3. 5:47 p.m. - A Public Hearing - Large Scale Amendment 2016-02 - Saufley Field Road (first of two public hearings)

## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Escambia County Tobacco-Free Hiring Policy - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board rescind the Tobacco-Free Hiring Policy adopted September 4, 2008, and last amended August 21, 2014, effective immediately, and approve increasing the health insurance premium differential for nicotine users from \$20 per month to \$50 per month for coverage beginning January 1, 2018.

2. Recommendation Concerning the New Collective Bargaining Agreement with the International Association of EMTs and Paramedics - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve and authorize the Chairman to sign the new Collective Bargaining Agreement between the Escambia County Board of County Commissioners (BCC) and the International Association of EMTs and Paramedics (IAEP), Local R5-325, for a period from September 1, 2016, through August 31, 2019.

3. Recommendation Concerning the Request for Disposition of Surplus Property for the Human Resources Department - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the Request for Disposition Form for the Human Resources Department, for the property described and listed on the Disposition Form, with reason for disposition stated.

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

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



5. Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for The Office of the Clerk of Court and Comptroller, for property which is to be auctioned or disposed of properly, and which is described and listed on the Form with the Agency and reason stated.

6. Recommendation Concerning the Airspace Agreement with the Florida Department of Transportation - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign an Airspace Agreement and the Addendum to Airspace Agreement between Escambia County and the State of Florida Department of Transportation, for the F9F-8 "Cougar" aircraft display on the grounds of the Interstate 10 Welcome Station located west of Pensacola, with an effective date of September 1, 2016, for a term of 20 years. The referenced airspace is above the approximately 4,030 square feet the display utilizes.

WARNING: The scope of the County Attorney's review and approval does not include the indemnity provisions in this document. The County Attorney advises against agreeing to indemnify another party because it would require the County to pay for damages and injuries that the County is not otherwise legally obligated to pay.

7. Recommendation Concerning the Florida Forest Service Annual Report as Requested by Adam Parden of the Division of Forestry - Jack R. Brown, County Administrator

That the Board accept for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2015-2016, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

8. Recommendation Concerning an Appointment to the Escambia Marine Advisory Committee - Commissioner Wilson B. Robertson, District 1

That the Board confirm Commissioner Wilson B. Robertson's appointment of Captain Mark F. Moore to the Escambia Marine Advisory Committee (EMAC), to fill a vacant District 1 appointee position, effective September 1, 2016, to run concurrently with Commissioner Robertson's term of office (November 2016) or at his discretion.

9. Recommendation Concerning the Conveyance of a Utility Easement to Emerald Coast Utilities Authority for Walker Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the conveyance of a utility easement to Emerald Coast Utilities Authority (ECUA):

A. Approve the Utility Easement for pipe installation of a pipe system from the western boundary of Walker Subdivision across the northern boundary of a County-owned parcel and then south to the ECUA lift station; and

B. Authorize the Chairman to sign the necessary documents granting the Utility Easement to ECUA.

[Funding Source: ECUA will be responsible for the recording of all ECUA documents]

10. Recommendation Concerning the Title VI Program for Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Title VI Program for Escambia County Area Transit (ECAT):

A. Adopt the ECAT Title VI Program; and

B. Approve and authorize the Chairman to sign the Title VI/Nondiscrimination Policy Statement and Management Commitment to the Title VI Program.

During the Florida Department of Transportation (FDOT) Triennial Audit conducted in April 2016, it was determined that the Title VI Program; pursuant to Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the FTA's Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," needed to be updated.

This update to the program specifically updates the Headway times, and non-elected committee member positions for the Escambia County Mass Transit Advisory Committee (MTAC). During this process it was also determined that the Federal Transit Association (FTA) required a major update to be submitted by October 1, 2016. This updated Title VI Program addresses the components that required updating and the major update.

ECAT staff also used this as an opportunity to update the Language Assistance Plan (LAP) and the Public Participation Plan (PPP), which are incorporated as part of this Title VI Program.

11. Recommendation Concerning Authorizing the Recording of Declaration of Restrictive Covenants and Providing Ownership and Encumbrance Reports for the Perdido Landfill Northeast Sector - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action regarding authorizing the recording of Declaration of Restrictive Covenants and providing Ownership and Encumbrance Reports for the Perdido Landfill Northeast Sector:

A. Authorize the recording of the Declaration of Restrictive Covenants required by the Florida Department of Environmental Protection (FDEP) for the Perdido Landfill Northeast Sector, located at 13009 Beulah Road, Escambia County, Florida; and

B. Provide current Ownership and Encumbrance Reports on the said property to support the Declaration of Restrictive Covenant documents.

The Florida Department of Environmental Protection (FDEP) has requested that the County provide Ownership and Encumbrance Reports for the County-owned property located at 13009 Beulah Road, Escambia County, Florida, as required documentation for Restrictive Covenants which are to be recorded on the property. The Florida Statute Section 125.411 prohibits the County from warranting its own properties of conveyance. The County Attorney's Office has concerns that the updated title constitutes a form of warranty which would violate Florida Statute 125.411.

12. Recommendation Concerning Execution of Certification of Consistency with the Consolidated Plan Forms for Continuum of Care Application - Tonya Gant, Neighborhood & Human Services Department Director

That the Board authorize the County Administrator to sign Certification of Consistency with the Consolidated Plan Forms for the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (COC) applications for homeless housing, planning and service projects by the EscaRosa Coalition on the Homeless (ECOH).

13. Recommendation Concerning the Amendment to Agreement Relating to Signal Response Maintenance and Construction and Amendment to Agreement Relating to Maintenance of Street and Navigation Lights - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Amendment to Agreement Relating to Signal Response Maintenance and Construction, PD 12-13.049, and Amendment to Agreement Relating to Maintenance of Street and Navigation Lights, PD 12-13.048:

A. Approve and authorize the Chairman to sign the Amendment to Agreement Relating to Signal Response Maintenance and Construction, PD 12-13.049, to extend the term of the Agreement for an additional 60 days; and

B. Approve and authorize the Chairman to sign the Amendment to Agreement Relating to Maintenance of Street and Navigation Lights, PD 12-13-048, to extend the term of the Agreement for an additional 30 days.

14. Recommendation Concerning Conservation of Roadside Native Wildflowers - Commissioner Steven Barry, District 5

That the Board adopt the Resolution committing to the conservation of roadside native wildflowers in partnership with the Florida Department of Transportation and adjoining property owners.

15. Recommendation Concerning the Establishment of a Committee for the Selection of the Design/Build Entity for the New County Correctional Facility - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve the establishment of a committee to participate in the selection of the Design/Build (DB) Entity for the design and construction of the new County Correctional Facility. This selection committee will be attending numerous meetings throughout the process, evaluating written information, attending interviews, scoring DB Entities utilizing objective criteria, and ranking and recommending DB Entities to the Board of County Commissioners.

Recommended composition of the 8-member selection committee:

County Administration - 2 Representatives  
Corrections Department -2 Representatives  
Facilities Management Department -1 Representative  
Public Works Department – 1 Representative  
Sheriff's Office – 1 Representative  
Court Administration - 1 Representative

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #235 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #235, Library Fund (113), in the amount of \$1,258, to recognize additional Grant proceeds from the Florida Humanities Council, and to appropriate these funds for the Museum on Main Street Grant (MoMS).

2. Recommendation Concerning Supplemental Budget Amendment #242 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #242, Local Option Sales Tax III, (LOST) Fund (352), in the amount of \$10,830, to recognize proceeds from the auction/sale of older, high-mileage vehicles from the Sheriff's Office that were purchased with LOST, and to appropriate these funds back into the Sheriff's LOST allocation for future vehicle/equipment purchases.

[Funding: Fund 352, LOST Project 08SH0018]

3. Recommendation Concerning Supplemental Budget Amendment #245 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #245, Escambia Restricted Fund (101), in the amount of \$4,500, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses.

4. Recommendation Concerning Supplemental Budget Amendment #246 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #246, Transportation Trust Fund (175), in the amount of \$11,089, to recognize insurance proceeds received for damage to traffic equipment at various locations throughout the County, and to appropriate these funds into the Traffic Operations Cost Center from where repair costs were expended.

5. Recommendation Concerning Supplemental Budget Amendment #248 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #248, Local Option Sales Tax III, (LOST) Fund (352), in the amount of \$40,000, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program (LAP) Agreement, and to appropriate these funds for the design of sidewalks along North "W" Street (CR 453) from Navy Boulevard (SR 30) to Buddy's Lane.

6. Recommendation Concerning Supplemental Budget Amendment #249 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #249, General Fund (001), in the amount of \$55,772, to recognize the Sheriff's off-duty officer, insurance, and miscellaneous reimbursements/ fees, and to appropriate these funds to offset operating expenses in the Sheriff's Budget associated with these programmatic costs.

7. Recommendation Concerning a Change Order in Excess of \$50,000 to  
Diamond Drugs, Inc. - Chip W. Simmons, Assistant County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order #1, in excess of \$50,000, adding funding to provide for inmate-related pharmaceuticals:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$255,000
Vendor:	Diamond Drugs, Inc.
Purchase Order:	160261
Change Order:	1
Original Award Amount:	\$1,050,000
Cumulative Amount of Change Orders Through This Change Order:	\$255,000
New Purchase Order Total:	\$1,305,000

[Funding Source: Fund 001, General Fund, Cost Center 290402, Object Code 55201]

8. Recommendation Concerning a Change Order to Altec Industries, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute Change Order #2 to Altec Industries, Inc., for the continued purchase of necessary labor, repair, and proprietary parts for aerial lift equipment (bucket trucks):

Department:	Public Works Road Department
Division:	Fleet
Type:	Addition
Amount:	\$4,000
Vendor:	Altec Industries, Inc.
Purchase Order (PO) #:	160762
Change Order (CO) #:	2
Cost Center for CO:	210405
Original PO Amount:	\$26,000
Cumulative Amount of Change Orders:	\$27,500
New PO Total:	\$53,500

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 54601]

9. Recommendation Concerning the Purchase of One Agriculture Tractor for the Public Works Department Pensacola Beach Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Beard Equipment Company, in the amount \$53,584.19, for one 100 HP agriculture tractor for the Public Works Department, Pensacola Beach Division, according to the specifications of VE 15-16.020.

The Purchasing Department posted the request on the Escambia County website for 30 days, beginning July 18, 2016. One additional responsive quote was received from Coastal Machinery Company, Inc.

[Funding: Fund 001, General Fund, Cost Center 211401, Object Code 56401]

10. Recommendation Concerning a Change Order to Tractor & Equipment Co., Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute Change Order #3 to Tractor & Equipment Co., Inc., for the continued purchase of necessary labor, repair, and proprietary parts for heavy equipment:

Department:	Public Works Road Department
Division:	Fleet
Type:	Addition
Amount:	\$11,000
Vendor:	Tractor & Equipment Co., Inc.
Purchase Order (PO) #:	160120
Change Order (CO) #:	3
Cost Center for CO:	210405
Original PO Amount:	\$25,000
Cumulative Amount of Change Orders:	\$45,000
New PO Total:	\$70,000

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 54601]

11. Recommendation Concerning the Renewal Option for the Gasoline and Diesel Fuel Contract - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to approve the renewal option for the Gasoline and Diesel Fuel Contract, PD 13-14.083, awarded to Cougar Oil, Inc., d/b/a Southern Energy Company. Renewal would extend the services of this Contract until September 30, 2017.

[Funding: Fund 501, Internal Service Fund, Cost Center 210407, Object Code 55201]



12. Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling \$136,213, as follows:

FROM:

Description	District	Amount	Description
Fairchild Drive	4	\$66,855	The original budget (\$200K) was established to include purchase of a pond parcel; however, the property owner was not willing to sell at the appraisal value. Staff pursued a positive outfall option on the I-10 widening project, which eliminated the need for the Fairchild pond site. The remaining funds on this project will be used to improve drainage; project estimate \$100K.
Fairway Drive	2	\$32,921	Project complete
Seaglades	2	\$31,163	This project was canceled based on the Cost/Benefit Analysis
69th Avenue North	2	\$5,274	Project complete

TO:

Description	District	Amount	Description
Johnson Avenue	4	\$66,855	County share of FDOT Local Agency Program Agreement. This project consists of repairing failures along a storm pipe route on Gulf Beach Highway between Ponte Verde Road and Longwood Drive that occurred during the April 2014 flood event. This project is ready for construction to begin.
Gulf Beach Highway	2	\$69,358	County share of FDOT Local Agency Program Agreement. This project consists of repairing the storm pipe system along East Johnson Avenue from Hitchcock Road to 600' east of Forge Lane that was damaged during the April 2014 flood event. This project is ready for construction to begin.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107]

13. Recommendation Concerning a Change Order for Charles Neely Corporation, DBA PR Chemical and Paper Supply, for Cleaning Supplies and Paper Products for the Public Works Department, Pensacola Beach Division - 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 Charles Neely Corporation, DBA PR Chemical and Paper Supply, for cleaning supplies and paper products for the Public Works Department - Pensacola Beach Division:

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	\$15,000
Vendor:	Charles Neely Corporation DBA PR Chemical and Paper Supply
Project Name:	Cleaning Supplies and Paper Products
Contract:	PD 13-14.046
PO No.:	160286
CO No.:	2
Original Award Amount:	\$45,000
Cumulative Amount of Change Orders through this CO:	\$19,500
New Contract Total:	\$64,500

[Funding Source: Fund 001, General Fund, Cost Center 211401, Object Code 55201]

14. Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement Between the Florida Department of Transportation and Escambia County for East Johnson Avenue - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Supplemental Agreement between the Florida Department of Transportation and Escambia County to construct repairs to a stormwater system along a portion of East Johnson Avenue, beginning at Hitchcock Road and continuing east approximately 1/4 mile to the Gulf Power easement:

A. Approve the State of Florida Department of Transportation LAP Supplemental Agreement between the Florida Department of Transportation and Escambia County for East Johnson Avenue; and

B. Adopt the Resolution authorizing the Chairman to sign the LAP Supplemental Agreement.

In the original LAP agreement, the County was responsible for \$41,633. The County's portion will increase \$1,215, to \$42,848, as a result of higher than anticipated construction costs.

[Funding Source: Fund 352, "LOST III"]

15. Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement between the Florida Department of Transportation and Escambia County, Florida, for Gulf Beach Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, to construct repairs to the stormwater system along a portion of Gulf Beach Highway [County Road (CR) 292A] between Ponte Verde Road and Longwood Drive:

A. Approve the State of Florida Department of Transportation LAP between the Florida Department of Transportation and Escambia County for repairs to the stormwater system along a portion of Gulf Beach Highway CR 292A; and

B. Adopt the Resolution authorizing the Chairman to sign the State of Florida Department of Transportation LAP Agreement.

In the original LAP Agreement, the County was responsible for \$24,398. The County's portion will increase \$24,776, to a total of \$49,174, as a result of higher than anticipated construction costs.

[Funding Source: Fund 352, "LOST III"]

16. Recommendation Concerning the Acceptance of Seven Public Road and Right-of-Way Easements and Two Drainage Easements for the Valkyry Way Roadway and Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of seven public road and right-of-way easements and two drainage easements for the Valkyry Way Roadway and Drainage Improvement Project, which is a Municipal Services Benefit Unit (MSBU) funded project:

A. Accept the donation of seven public road and right-of-way easements and two drainage easements for the Valkyry Way Roadway and Drainage Improvement Project;

<u>Property Owner</u>	<u>Parcel Reference Number</u>	<u>Approx. Area</u>
Appaloosa Homeowners' Association, Inc. (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-020	1.80 Acres
Michael Crenshaw, Sr. and Jacqueline Crenshaw (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-008	0.12 Acres
John W. Drew Life Estate (Public Road and Right-of-Way Easement)	38-1N-31-1400-001-006	0.03 Acres
Leslie R. Heaton and Margaret J. Heaton (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-009	0.10 Acres
Phil Lance and Susan H. Infinger (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-013	0.05 Acres
Robert R. McLaughlin and Theresa A. McLaughlin (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-019	0.07 Acres
Dominador Tamera, Jr., and Antonina Daniels (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-015	0.05 Acres
Dominador Tamera, Jr., and Antonina Daniels (Drainage Easement)	38-1N-31-1400-000-015	0.25 Acres
Charles W. Watson, Jr., and Joyce L. Watson (Drainage Easement)	38-1N-31-1400-001-007	0.25 Acres

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

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

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

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

17. Recommendation Concerning a Contract Award for Design Services for Escambia County Beachside Restrooms and Boardwalk - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and STOA International/Florida, Inc., per the terms and conditions of PD 15-16.071, Design Services for Escambia County Beachside Restrooms and Boardwalk, for a lump sum of \$71,103, for basic services and reimbursable expenses of \$13,750, providing a total of \$84,853.

[Funding: Fund 352, Lost III, Cost Center 110274, Object Code 56301, Project Code 16PF3614]

18. Recommendation Concerning a Contract Award for East Johnson Stormwater Repair Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Southern Utility Company, Inc., per the terms and conditions of PD 15-16.052, East Johnson Stormwater Repair Project, for a lump sum of \$238,043.

[Funding: Fund 352, FDOT LAP Agreement, Cost Center 210117, Object Code 56301, Project #16EN3454 - \$195,196;  
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #16EN3454 - \$42,847; Total \$238,043]

19. Recommendation Concerning Contract Award for CR 292A Gulf Beach Highway Drainage Repair Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 15-16.050, CR 292A Gulf Beach Highway Drainage Repair Project, for a lump sum of \$273,190.

[Funding: Fund 352, FDOT LAP Agreement, Cost Center 210118, Object Code 56301, Project #16EN3462 \$224,016;  
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #16EN3462 \$49,174; Total \$273,190]

20. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Approve and Authorize the County Administrator to sign the Task Order-Based Continuing Contract with Butler & Associates of Pensacola, Inc., professional surveyor and mapper, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual and project basis]

21. Recommendation Concerning a Change Order to Purchase Order #160581, Thompson Tractor Company, Inc., for Repairs to Heavy Equipment - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #6, to Purchase Order #160581, Thompson Tractor Company, Inc., for repairs to Heavy Equipment:

Department:	Waste Services Department
Division:	Operations
Type:	Addition
Amount:	\$49,000
Vendor:	Thompson Tractor Company, Inc.
Project Name:	Supplies, Labor, Repairs, & Rentals, "OEM" Manufacturer
PO#:	160581
CO#:	6
Cost Center for CO:	230304, 230306, 230307, 230314 & 230315
Original PO Amount:	\$317,000
Cumulative Amount of Change Orders:	\$112,000
New PO Total:	\$429,000

[Funding Source: Fund 401, Solid Waste, Cost Centers 230304, 230306, 230307, 230314 & 230315]

22. Recommendation Concerning Budget Amendment #251 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #251, Non-Departmental, General Fund (001), in the amount of \$550,000, to cover additional operating expenses as a result of annual Medicaid payments to the State of Florida. This Amendment is necessary due to the date the State must receive payment from the County. The October invoice is paid in the old Fiscal Year and the payment is later reclassified to the new Fiscal Year. The current Medicaid payment is \$404,732.04; any unspent funds will become part of the Fiscal Year 2016/2017 fund balance in the General Fund.



23. Recommendation Concerning the Purchase of Ambulance PowerLoad Systems for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of PowerLoad Systems that lift stretchers in and out of ambulances for the Public Safety Department:

A. Authorize the County to utilize the Okaloosa County, Cooperative Agreement, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order to Stryker Sales Corporation, in the amount of \$722,025.49, according to the Specification Number PD 15-16.084, Public Safety State Contract for PowerLoad Purchase, per the following:

<b>Description</b>	<b>Purchase Price</b>	<b>Quantity</b>	<b>Extended Price</b>
PowerLoad Systems	\$20,582.00	26	\$535,132.00
Power-PRO XT Cots	\$12,564.00	7	\$87,948.00
ProCare Upgrades	\$310.00	47	\$14,570.00
X-Restraint Packages	\$121.75	51	\$6,209.25
PowerLoad Compatible Upgrade Kits	\$1,378.00	19	\$26,182.00
Kit XPS Retrofits	\$1,856.58	28	\$51,984.24
<b>TOTAL</b>			<b>\$722,025.49</b>

In an effort to encourage competition from local businesses and in compliance with Board-adopted policy, this purchase was advertised on the County's website for 10 days. There were no acceptable responses.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

24. Recommendation Concerning Administrative Budget Amendment #257 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Administrative Budget Amendment #257, Emergency Medical Service Fund (408), in the amount of \$722,026, to transfer funds from Reserves to Machinery and Equipment, and to appropriate these funds for Public Safety Ambulance PowerLoad Systems.

### III. For Discussion

1. Recommendation Concerning the Acquisition of Real Property Located at 207 Webb Street for the Carver Park Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve, by super-majority, or deny the purchase of real property (approximately 0.22 acres or 9,412.5 square feet), located at 207 Webb Street, for the Carver Park Drainage Improvement Project for \$2.00 per square foot, from Mr. Jerry M. Beachem, for \$18,825:

A. Authorize the purchase of real property (approximately 0.22 acres or 9,412.5 square feet), located at 207 Webb Street, for the Carver Park Drainage Improvement Project for \$2 per square foot totaling \$18,825; and

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.22 acres) located at 207 Webb Street, from Mr. Jerry M. Beachem, for \$18,825, and bring the executed Contract back before the Board.

[Funding Source: Fund 352, "LOST III," Cost Center 210107/56101, Project No. 14EN2605]

2. Discussion Concerning Ceasing Operations of the Helicopter Pad at the Perdido Key Fire Station - Commissioner Doug Underhill, District 2

## **COUNTY ATTORNEY'S REPORT**

### I. For Action

1. Recommendation Concerning Scheduling an Attorney/Client Session on September 22, 2016 at 3:45 p.m. to Discuss Pending Litigation in The Cases of *Retha Milstead v. Escambia County*, Case No.:3:15-cv-501-RV/CJK, *Caleb Dennis v. Escambia County*, Case No.:3:15-cv-00446-MCR/EMT and *Jody Nix v. Escambia County*, Case No.: 3:15-cv-00379-MCR/CJK.

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with section 286.01(8), Fla. Stat. for September 22, 2016 at 3:45 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, September 10, 2016.

### **PUBLIC NOTICE**

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the cases of *Retha Milstead v. Escambia County*, Case No.:3:15-cv-501-RV/CJK, *Caleb Dennis v. Escambia County*, Case No.:3:15-cv-00446-MCR/EMT, and *Jody Nix v. Escambia County*, Case No.: 3:15-cv-00379-MCR/CJK, in accordance with section 286.01(8), Fla. Stat.

Such attorney/client session will be held on Thursday, September 22, 2016 at 3:45 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Grover C. Robinson, IV, Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler representing Escambia County, and a certified court reporter will attend the attorney/client session.

2. Recommendation Concerning Authorization of the Payment of Documentary Stamps for the Real Property Located at 701 Wenday Lane, owned by Carolyn Davis

That the Board authorize the payment of documentary stamps for the real property located at 701 Wenday Lane, owned by Carolyn Davis, because the real property is being purchased for governmental use and the County benefits from the purchase because of the settlement of pending litigation, including a claim of inverse condemnation. This Board previously approved the settlement and mediation agreement, dated June 29, 2016, in Case No.: 2014 CA 001048, Carolyn Davis v. Escambia County.

## II. For Discussion

### 1. Recommendation Concerning the Notice of Proposed Assessment for Sales and Use Tax from the Florida Department of Revenue.

That the Board consider the following options concerning the Notice of Proposed Assessment for Sales and Use Tax from the Florida Department of Revenue:

A. **Remit payment** in full to the Florida Department of Revenue in the total assessed amount of \$94,465.82 plus additional daily interest accruing at a rate of \$15.59 per day from August 9, 2016, through the date of payment;

OR

B. File an **informal protest** with the Florida Department of Revenue objecting to the proposed assessment and request a determination by the Office of Technical Assistance and Dispute Resolution. The resulting Notice of Decision may be appealed by filing a petition for formal protest with the Florida Department of Revenue (Option C below) or filing a complaint in the appropriate circuit court (Option D below);

OR

C. File a petition for **formal protest** with the Florida Department of Revenue, Office of General Counsel, objecting to the proposed assessment and request an administrative hearing with either the Department or the Division of Administrative Hearings (DOAH), in which case the Board would waive any right to proceed with a judicial proceeding in circuit court. The resulting Final Order may be appealed to the First District Court of Appeal;

OR

D. File a **formal complaint** against the Florida Department of Revenue in the Circuit Court of the First Judicial Circuit to contest the legality of the assessment, in which case the Board would waive any right to proceed with an administrative proceeding under Chapter 120. When filing the Complaint, the contested amount must be secured by a cash or surety bond or tendered into the registry of the court pending final disposition. The resulting judgment may be appealed to the First District Court of Appeal.

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



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10895**

**Proclamations 7.**

#### **BCC Regular Meeting**

**Meeting Date:** 09/01/2016

**Issue:** Adoption of Proclamations

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Rebecca McMullen, Senior Budget Analyst, Management and Budget Services Division, on her selection as "Employee of the Month" for September 2016; and

B. The Proclamation expressing appreciation to Dorothy Gindl Lambert Casey for a lifetime of faithful and dedicated service to the community.

#### **BACKGROUND:**

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

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

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

#### **BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Rebecca McMullen EOM proc

Dorothy Gindl Lambert Casey's Proclamation

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## PROCLAMATION

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

**WHEREAS**, Rebecca McMullen, a Senior Budget Analyst in the Management and Budget Services Division, began her employment with the County on March 10, 1998, and is selected for "Employee of the Month" for September 2016, for the standards of excellence that she has displayed in the performance of her duties; and

**WHEREAS**, Ms. McMullen prepares annual revenue forecasts, evaluates the status of various County Funds, manages the County Municipal Services Benefit Unit (MSBU) Program, verifies all MSBU Assessment data for annual assessments, and writes County Ordinances; and

**WHEREAS**, Ms. McMullen is the MSBU expert. When there are questions on annual billings or assessment calculations, she maintains all data and information on Street-lighting, Construction, Holding Pond, and Nuisance Abatement MSBUs and related activities; she doesn't hesitate to provide assistance as needed, and she is appreciated by her co-workers and departmental counterparts for her hard work, dedication, and prompt response to any need; and

**WHEREAS**, Ms. McMullen provides guidance to County Divisions, Departments, and Managers on budget-related processes and related questions, assists with varying types of analysis, including but not limited to: budget, MSBU Projects, changes in methodology and rate changes for the Fire MSBU or Island MSBU, and she provides backup to the Budget Manager; and

**WHEREAS**, preparing spreadsheets as needed to assist in the financial decisions made by the County, Ms. McMullen, a senior staff person, is an asset to the County and the Budget Office. She continues to take on more complex projects of varying difficulty and does so with a great attitude and accuracy; she is an integral and outstanding part of the team. It is with the highest acclamation she has been recommended for "Employee of the Month."

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Rebecca McMullen on her selection as the "Employee of the Month" for September 2016.

### **BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA**

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Grover C. Robinson, IV, Chairman  
District Four

Wilson B. Robertson, Vice Chairman  
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

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Deputy Clerk

Adopted: September 1, 2016

## **PROCLAMATION**

***WHEREAS, Dorothy Gindl Lambert Casey has been a driving force of improvement with dedicating a life time of service; and***

***WHEREAS, Dorothy was born on June 12, 1921, at home in Barrineau Park and was the first of seven children. She trained at the old Sacred Heart Hospital on 12th Avenue and then served for 35 years as the nurse for St. Regis Paper, currently known as International Paper Company; and***

***WHEREAS, due to Dorothy's nursing profession, she became the community nurse. It was the right thing to do for her, and she never turned anyone away day or night; and***

***WHEREAS, in Dorothy's 95 years, she has never been afraid to speak out for her convictions and is a founding member of the Barrineau Park Historical Society, Secretary of International Paper Company Retirees, and also managed the Barrineau Park Colony Cemetery.***

***NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County expresses its appreciation to Dorothy Gindl Lambert Casey for a lifetime of faithful and dedicated service to the community.***

### **BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA**

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***Grover C. Robinson, IV, Chairman  
District Four***

***Wilson B. Robertson, Vice Chairman  
District One***

***Douglas Underhill, District Two***

***Lumon J. May, District Three***

***Steven Barry, District Five***

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

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***Deputy Clerk***

***Adopted: September 1, 2016***



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10869**

**Written Communication 8.**

#### **BCC Regular Meeting**

**Meeting Date:** 09/01/2016

**Issue:** Thomas Home Corporation Appeal Concerning Farm Hill Utilities, Inc. Franchise Agreement

**From:** Alison Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

August 8, 2016, E-mail communication from Daniel Saba, Attorney for Farm Hill Utilities, Inc., and Stephen Moorhead, Attorney for Thomas Home Corporation, requesting that the Board consider an appeal filed by Thomas Home Corporation concerning the Farm Hill Franchise Agreement.

Recommendation: That the Board consider an appeal filed by Thomas Home Corporation concerning the Farm Hill franchise Agreement.

On April 18, 2016, Mr. Henry filed a complaint against Farm Hill and on April 28, 2016, Angela Jones with the law firm of Locklin, Saba, Locklin & Jones, P.A., sent a letter to Mr. Henry explaining Farm Hill's policy regarding payment of these fees in residential developments. Mr. Henry is unhappy that Farm Hill requires payment of per-lot impact fees at the time of platting instead of when each lot is developed. In this case, Mr. Henry paid the fees and now desires a refund and an amendment to Farm Hill's policy.

Both parties are in the process of continued negotiations in hopes to come to a resolution to the complaint before the Board meets.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Ltr. from Thomas Henry dated April 18 2016

Ltr. from Angela Jones dated April 28 2016

Ltr. from Stephen Moorhead dated June 27 2016

Farm Hill - Resolution and Franchise dated July 26 1966

Farm Hill - Resolution R98-241 and Extension of Franchise dated Oct 27 1998

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April 18, 2016

Via e-mail to [district4@myescambia.com](mailto:district4@myescambia.com)

Commissioner Grover C. Robinson, IV  
Escambia County Board of County Commissioners  
221 Palafox Place, Suite 400  
Pensacola, FL 32502

Re: Farm Hill Utilities

Dear Commissioner Robinson:

Thomas Home Corporation ("THC") is currently developing a residential subdivision in Escambia County known as Upland Woods. Farm Hill Utilities, Inc. ("Farm Hill") provides potable water utility service to the area in which Upland is located. In order to obtain approval for final platting of the development from Escambia County, I have been informed by Farm Hill that pursuant to their policies (specifically, Amendment No. 7-2007) they require all impact fees to be paid prior to their signing documents indicating the water system that THC developed is acceptable. This upfront charge is not customary and is not supported by any reasonable, mathematical rationale. Typically, impact fees are paid at the time a house is built as that is the time the "impact" occurs.

Please let this letter serve as an official complaint pursuant to Section 98-33(6) of the Code of Ordinances of Escambia County, Florida (copy enclosed).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Thomas Henry', is written over a horizontal line.

Thomas Henry

TAH/  
Enclosure

cc: Commissioner Steven Barry (via e-mail to [district5@myescambia.com](mailto:district5@myescambia.com))  
Alison Rogers, Esq. (via e-mail to [aaperdue@co.escambia.fl.us](mailto:aaperdue@co.escambia.fl.us))  
David Peaden, Executive Director of Home Builders Association of West Florida, Inc. (via e-mail to [dpeaden@hbawf.com](mailto:dpeaden@hbawf.com))  
Stephen R. Moorhead, Esq. (via e-mail to [srmoorhead@pensacolalaw.com](mailto:srmoorhead@pensacolalaw.com))  
Jay A. Fraiser, Esq. (via e-mail to [jafrasier@pensacolalaw.com](mailto:jafrasier@pensacolalaw.com))

Sec. 98-33. - Authorized.

- (a) In addition to the powers which it may now have, the board of county commissioner shall have the power under this article:
- (1) To grant franchises to any person, firm or corporation which the board of county commissioners finds, after public hearing, to be qualified to construct, operate and/or maintain a utility in this county, but outside the limits of any municipality.
  - (2) To hold such hearings as the board of county commissioners may deem appropriate or necessary to determine the qualifications of any person, firm or corporation applying for any franchise under this article. Applications for any franchise under this article shall be submitted to the board of county commissioners in writing, and shall outline:
    - a. The area which the applicant desires to service;
    - b. The utility services which it desires to perform or furnish;
    - c. The duration of time for which it requests such franchise;
    - d. Such data as the board of county commissioners deems proper concerning the financial ability of the applicant to properly discharge the responsibilities given to it under such franchise; and
    - e. Such other data as the board of county commissioners may deem appropriate.
- The board of county commissioners shall grant such franchise only after at least one public hearing, of which notice shall be given, by publication in a newspaper regularly published in the county, at least one time, not more than one month, nor less than one week, preceding such hearing. Certified proof of notice of such hearing shall be filed with the board of county commissioners. Such hearing may be continued from time to time by the board of county commissioners.
- (3) To require of any such person, firm or corporation, to whom a franchise under this article is granted, such bond or other assurance of performance as the board of county commissioners shall deem necessary.
  - (4) To limit such franchise to such utilities, and to such areas, and to such time limitation, as the board of county commissioners, in each instance, shall determine.
  - (5) To include in any such franchise a license or easement over, upon and across the streets, roads, alleys and other rights-of-way in the county, located outside the corporate limits of any municipality, for the construction, maintenance, repair, operation and removal of pipelines, conduits, and other similar equipment for the transmission of water, sewerage or other transmissible material, provided however, the board of county commissioners shall include in any such franchise or license, adequate provisions:
    - a. To prevent the creation of any obstructions or conditions which are or may become dangerous to the traveling public.
    - b. To require the licensee to repair any damage or injury to the road or highway by reason of the exercise of the privileges granted in any instrument creating such license and to repair any road or highway promptly, restoring the road or highway to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.
    - c.

Whereby the licensee shall hold the board of county commissioners and members thereof harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted in any instrument creating such licenses.

- d. In addition to the preceding subsections (5)a. through c. of this section, such provisions as may be reasonably necessary, for the protection of the county and the public.

In the event any road, highway, or right-of-way over, under or upon which such license or easement is granted, shall be closed, abandoned, vacated or discontinued, the board of county commissioners may terminate such easement or license as to such road, highway or right-of-way, as is closed, abandoned, vacated or discontinued.

- (6) If any person or party serviced by a utility operating under such a franchise, complains to the board of county commissioners concerning the rates, charges and operations of such utility, and such utility, after request is made upon it, by the board of county commissioners, fails to satisfy or remedy such complaint or objection, and/or fails to satisfy the board that such complaint or objection is not proper, the board of county commissioners may thereupon, after due notice to such utility, schedule a hearing concerning such complaint or objection, and the board of county commissioners may review the rates and charges set and charged by such utility for the services which it furnishes, and the nature and character of the services it furnishes, and the quality of services furnished, pursuant to such franchise. If the board of county commissioners enters order pursuant to such hearing, and the utility or any other person participating in such hearing, feels itself aggrieved by such order, the utility or such person may seek review of the board's action by proceedings in the circuit court of the county. This subsection, however, shall not apply to any public utility operating under the jurisdiction of the state public service commission, and this subsection shall not apply to any utility or to any utility system owned or managed by any municipality.
- (7) Such franchise shall be for such term of years as the board of county commissioners shall determine, but not to exceed 99 years. Such franchises shall be transferable and assignable, provided:
- a. Notice or request for transfer and assignment shall be given by the then holder of the franchise to the board of county commissioners in writing, accompanied by a request from the proposed transferee/assignee, which application shall contain information concerning the financial status and other qualifications of the proposed transferee/assignee, and such other information as the board of county commissioners shall require.
  - b. A public hearing shall be held on such request of which notice shall be given by publication in a newspaper regularly published in this county at least one time, not more than one month, nor less than one week, preceding such hearing. Certified proof of publication of such notice shall be filed with the board of county commissioners. Such hearing may thereafter be continued from time to time as determined by the board of county commissioners.
  - c. The proposed transferee/assignee must meet the same requirements and comply with the same rules and regulations as would be required of an original applicant for a franchise.
- (8) To include in such franchise such additional terms and provisions as shall properly assure the orderly servicing of such area, included in the franchise, by such person of the utilities referred to in such franchise; and, if any such person, firm or corporation receiving such franchise fails or refuses to properly discharge the terms and provisions, the board of county commissioners shall give such person written notice of such deficiencies or defaults, and a reasonable time within

which such person shall remedy the such deficiencies or defaults, and properly furnish the service required by such franchise. Such deficiency or default shall be specifically set forth in such notice from the board of county commissioners. If such person, firm or corporation fails to remedy such deficiencies or defaults within the time required by the board of county commissioners in its notice, the board may thereafter schedule a hearing concerning the such deficiencies or defaults, with reasonable notice thereof to such person, and after such hearing, at which all interested parties shall be heard, the board may further limit or restrict such franchise, or may terminate and cancel the franchise, if proper reasons thereby are found by the board of county commissioners. If the board of county commissioners enters an order pursuant to such hearing, and the utility or any other person, participating in such hearing feels itself aggrieved by such order the utility or such other person may seek review of the board's action by proceedings in the circuit court of the county.

- (b) Any franchises granted pursuant to this article shall be limited as follows:
  - (1) No user of natural or other gas, to the average amount of 100,000 cubic feet per day, would be required to deal with such utility, but any such user shall be at liberty to make direct contracts with any gas pipeline company or other source of gas.
  - (2) Any person using, in normal average consumption, more than 100,000 gallons of water per day, shall not be required to deal with such utility, but any such water user shall be at liberty to secure its water from such source or sources as it might desire. Any franchise for water shall also exempt and except therefrom any public agency producing water for resale at wholesale.
- (c) Notwithstanding anything contained in this section to the contrary, nothing in this article or in any franchises granted under this article shall:
  - (1) Prevent landowners to exercise their vested rights to pump water for their own use, nor shall the riparian and other water rights of landowners be in any way impaired, reduced or affected by this article.
  - (2) Limit or restrict any person, now or hereafter, owning or occupying any premises now serviced with natural gas and water from continuing to receive such services and purchase natural gas and water from any person now selling such natural gas and water to such owner or occupant, provided however, if such owner or occupant request services and purchases natural gas and water from any grantee in any franchises issued under this article, then the provisions of any franchises issued under this article with respect to the product purchased, shall apply to such owner, occupant, or the land involved, and the above rights, with respect to such product reserved to any such owner or occupant shall cease and terminate.
  - (3) Affect, limit or restrict the rights or privileges of any utility now operating under license heretofore granted by the board of county commissioners pursuant to F.S. § 125.42.
- (d) Any person operating a public utility at the time the act from which the article is derived becomes law may apply within one year hereafter for a franchise under this article and the board of county commissioners, without necessity of public hearing, shall grant, without requiring bonds, a nonexclusive franchise to such applicant with respect to the area or areas now being served, provided however, if any such person shall desire an exclusive franchise then the procedure, requirements, conditions, limitations and terms contained in subsections (a)(4) through (8) of this section and subsections (b) and (c) of this section.

(Code 1985, § 1-33-20)



# **Locklin, Saba, Locklin & Jones, P.A.**

## **Attorneys at Law**

**Jack Locklin, Jr.**  
*Board Certified Real Estate Attorney*

**Daniel P. Saba**

**Oscar J. Locklin**  
*Licensed in Florida and Alabama*

**Angela J. Jones**

April 28, 2016

Alison Rogers, Esquire  
Escambia County Attorney  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

Re: Farm Hill Utilities, Inc.

Dear Alison:

I am in receipt of a copy of the letter sent to Commissioner Grover Robinson by Thomas Home Corporation dated April 18, 2016, and would like to clarify Farm Hill's policy regarding payment of tap fees in residential developments.

In the early 2000's, the Farm Hill area, like many others, experienced a real estate boom as developers began planning and platting numerous subdivisions, all of which would need capacity on Farm Hill's system. At the time, Farm Hill's minimum water bill was \$14 per month for each of its approximately 1,250 member-owners.

In order to accommodate the growth, in late 2003, Farm Hill secured a USDA loan of \$1.49 million, with which it constructed one new well, one half-million gallon storage tank and upgraded lines along County Road 97 with an 8-inch water main. However, in just a few years, it became apparent that the planned developments were a bust, even though Farm Hill had expanded its capacity and was awaiting the new customers. In order to pay for the new well, tank, and lines, Farm Hill was forced to increase its minimum bill from \$14 to \$19, effectively making its existing customers absorb the cost of the development that never occurred. Along with the increase, Farm Hill adopted Amendment 7-2007, so that future developments would pay for the needed infrastructure prior to Farm Hill's signing off on the developers' DEP permit applications, a step toward eliminating rate increases to customers. Since the adoption of the policy, no waivers to it have been granted.

Farm Hill's policy is not unique among water systems and is similar to the practices of at least one other member-owned Escambia water system. Further, Farm Hill has been contacted in recent months by numerous builders. If each of them were to follow through with their planned projects, Farm Hill will need capacity for 1200-1500 new homes and families. The system cannot stay ahead of such development without the contributions of developers.

Farm Hill is anxious to see growth on its water system and within the community. The system takes pride in its water quality and service to its customers. Policies such as the one in question enable Farm Hill to continue to provide capacity and service to its customers, both old and new.

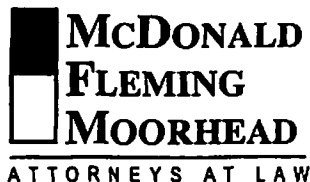
I appreciate the opportunity to provide additional information about this matter. *Should* you, staff or any of the Commissioners have questions about this policy or about Farm Hill Utilities, in general, I hope you will feel free to call me.

Very truly yours,



Angela J. Jones

cc: Farm Hill Utilities, Inc.



REPLY TO:  
STEPHEN R. MOORHEAD  
*Board Certified Real Estate Lawyer*  
srmoorhead@pensacolalaw.com  
Fax: (850) 477-0982

WILLIAM A. BOND  
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BELINDA B. DE KOZAN  
BRUCE A. McDONALD  
BILL B. MCEACHERN  
STEPHEN R. MOORHEAD  
STEPHEN L. WALKER  
KATHLYN M. WHITE

June 27, 2016

OF COUNSEL  
MICHAEL L. FERGUSON  
WILLIAM J. GREEN  
(1943-2012)

Via e-mail to aaperdue@co.escambia.fl.us

Ms. Alison P. Rogers  
221 Palafox Place, Ste. 430  
Pensacola, FL 32502

Re: Thomas Home Corporation ("Thomas Home") and Homebuilders Association of  
West Florida, Inc. ("HBA") / Farm Hill Utilities, Inc. ("Farm Hill")  
Our File No. SRM-16-8876

Dear Alison:

I write you as counsel to the HBA and to request an opportunity for the HBA to address the Escambia Board of County Commissioners at the July 19, 2016 Board meeting. As you are aware, time has been set aside to hear argument regarding the Thomas Home complaint/appeal filed against Farm Hill pursuant to Section 98-33(6) of the Code of Ordinances of Escambia County, Florida. While the Thomas Home appeal centers on Farm Hill's policy of charging developers of residential communities within their franchise area impact fees *before* Farm Hill will sign off on the FDEP Certification of Completion form, members of the HBA have become increasingly concerned about the manner in which Farm Hill is conducting its business.

#### Public Records Laws

At the request of the HBA, my office sent a number of public records requests to Farm Hill in an attempt to determine if there exists any rationale basis for Farm Hill's uncommon impact fee policy. Farm Hill's counsel maintained that Farm Hill is not subject to public records requests or to Florida Sunshine Laws, but instructed that Farm Hill would provide a number of documents responsive to some of the public records requests submitted to date. We do not agree with Ms. Jones' position on this point. Moreover, the documents provided by Farm Hill to date do not provide any justification to support Farm Hill's impact fee policy.

#### Lack of Basic Accounting Records

In a continuing effort to obtain information on this matter, Thomas Home submitted a request to Farm Hill to allow Thomas Home (and its representatives) to inspect and copy records

Ms. Alison Rogers  
SRM-16-8876  
June 27, 2016  
Page 2

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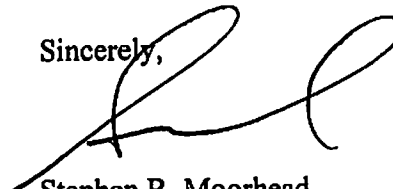
pursuant to Section 617.1601(2) of the Florida Not for Profit Corporation Act (the "Act"). As a not for profit Florida corporation, Farm Hill is required to allow members of the corporation to inspect and copy records of the corporation—including the accounting records. Section 617.1601(2) of the Act requires that Farm Hill maintain accurate accounting records amongst other documents and records.

An attorney in my office, John "Jay" Fraiser, appeared on behalf of Thomas Home to inspect and copy the records of Farm Hill. According to the Farm Hill representative assigned to assist Mr. Fraiser, all available financial statements were provided for inspection. Notably missing were financial documents from tax years 2014 and 2015. Mr. Fraiser was informed that **no financial records from 2014 and 2015 were available for inspection** and that the requested **2014 and 2015 tax returns had not yet been filed**. In addition to the unavailability of the 2014 and 2015 financial statements, there was very little in the way of other financial information made available to Mr. Fraiser during his onsite inspection.

As you know, Farm Hill, due to its franchise agreement with Escambia County, has an absolute monopoly and is providing a public service. Such an entity should be held to do business based on a high standard and in a manner that is above reproach. The inability to administer the utility in a business-like manner certainly calls into question Farm Hill's ability to appropriately and efficiently operate under the existing franchise agreement with Escambia County.

I request that the HBA be given an opportunity to address the Board at the July 19, 2016 hearing in order to present argument on these issues. Again, the HBA, its board, and its members believe this matter to be of serious importance.

Sincerely,



Stephen R. Moorhead

SRM/jaf

1/26/66

R E S O L U T I O N  
A N D  
F R A N C H I S E

WHEREAS, on the 12th day of July, 1966, an application was filed by Farm Hill Utilities, Inc., a non-profit Florida Corporation, for an exclusive franchise for a water system, water works system and/or water treatment plant, or other operation concerning water production, distribution, and/or sale of water within an area of Escambia County, Florida, as set forth in said application, which was duly filed with the Board of County Commissioners of Escambia County, Florida, on the aforesaid date in writing at a regular meeting of the said Board; and

WHEREAS, at said meeting on the 12th day of July, 1966, the Board of County Commissioners of Escambia County, Florida, did adopt a Resolution setting a hearing on said application for said franchise to be held before it at 10:00 A. M. on Tuesday, July 26, 1966, or a continuation thereof, and did give notice of said time and place of said meeting to be held in the Meeting Room of the said Board in the County Courthouse Annex of Escambia County, Florida; and

WHEREAS, a public notice of said hearing was published in the Pensacola Journal, a newspaper regularly published in Escambia County, Florida, and being a newspaper qualified to carry legal advertisements, in its issue of July 14, 1966, within the time and manner as required by law and the aforesaid Resolution of said Board, proof of publication of the notice of hearing having been filed with the Board of County Commissioners of Escambia County, Florida; and

WHEREAS, at the said meeting of the Board of County Commissioners of Escambia County, Florida, held at 10:00 A. M. on July 26, 1966, in the Meeting Room of the said Board, said application came on for public hearing as scheduled and in accordance with said published notice, and at said hearing all persons and parties desiring to be heard for and against the said franchise<sup>4</sup> were heard and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, does find that there is need for granting the said franchise over the property as described in the said application and in said published notice and hereafter described for the development of the said area;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida, that under and pursuant to the authority given to it by the Utility Act of Escambia County, Florida, Chapter 57-1313, Laws of Florida, 1957, and the other laws of the State of Florida, that an exclusive franchise be granted to Farm Hill Utilities, Inc., a non-profit Florida corporation, its successors and assigns, as follows:

-1-

That said Farm Hill Utilities, Inc. is hereby given an exclusive franchise for the production, distribution and sale of water to customers within the hereinafter described franchise area in Escambia County, Florida, more particularly described hereinbelow.

-2-

That this franchise shall run and exist for a period of 99 years from the date of the adoption of this Resolution, unless sooner terminated by law.

-3-

That the area within which the franchise hereby granted shall apply is the following described area in Escambia County, Florida, to wit:

All of Sections 8, 9, 17, 18, 19, 22 and 30, the West three-fourths of Section 29 and the West three-fourths of Section 36, all in Township 1 North, Range 31 West, all being in Escambia County, Florida.

-4-

The well, wells, water treatment system, water storage system, water distribution system and other facilities to be used and constructed by Farm Hill Utilities, Inc., in its water operations and sale of water and distribution of water, shall first be approved, as to plans and specifications, and location and layout, by the Florida State Board of Health, and shall be so

constructed as to meet the approval of the Florida State Board of Health and the County Engineer of Escambia County, Florida.

-5-

The said Farm Hill Utilities, Inc., as part of this franchise, is hereby given and granted a license for an easement or easements, on, upon, under and across roads, streets, alleys and other rights-of-way in Escambia County, Florida, and located within the confines of the land described in Paragraph 3, hereinabove, for the construction, installation, maintenance, repair, operation and removal of pipe-lines, watermains, clean-out plugs, fire plugs, and similar equipment and allied equipment for the production, transmission, distribution and carriage of water and the sale of water, provided, however, the following conditions shall apply as to such license and/or easement:

a. Farm Hill Utilities, Inc. shall not create any obstructions or conditions which are, or may become, dangerous to the traveling public.

b. Farm Hill Utilities, Inc. shall repair any damage or injury to any roads, streets, alleys or rights-of-way or highways by reason of the exercise of the privileges granted to it hereunder, and shall restore the same to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury under the inspection and supervision of the County Engineer of Escambia County, Florida.

c. Farm Hill Utilities, Inc. shall hold the Board of County Commissioners of Escambia County, Florida, and the individual members thereof, harmless from the payment of any compensation or damages, resulting from the exercise of the privileges hereby granted. That the franchise holder shall purchase from a company acceptable to the Board of County Commissioners an indemnity bond in the sum of \$25,000.00 conditioned to meet the requirements set forth in this

paragraph, before beginning construction.

d. In the event any road, highway, street, alley, or right-of-way over, or upon which such license or easement is granted, shall be legally closed, abandoned, vacated or discontinued, the Board of County Commissioners of Escambia County, Florida, may terminate such easement or license as to such road, highway, street, right-of-way or alley, as is closed, abandoned, vacated or discontinued.

-6-

Farm Hill Utilities, Inc. shall, as soon as practicable, proceed with its plans and specifications for such water facilities and operations and shall submit a copy of such plans and specifications to the County Engineer of the County of Escambia, Florida, and to the Florida State Board of Health. Thereafter and after approval of the same by the Florida State Board of Health and the County Engineer, the said Corporation shall proceed with the construction of such phase or portion of its water operations as is then considered appropriate for the development of the land hereinabove described.

-7-

If any person or party serviced by Farm Hill Utilities, Inc. complains to the Board of County Commissioners of Escambia County, Florida, regarding any alleged defect or default of said Corporation under this franchise, or complains to the said Board regarding the rates, charges and operations of the said Corporation, the Board shall give to Farm Hill Utilities, Inc., written notice of such alleged deficiency, default, objection or complaint, and in said notice shall specify that the same shall be satisfied within either a given specified time or a reasonable time after the notice is received, and thereafter, Farm Hill Utilities, Inc. shall either take steps to satisfy, remedy or correct the alleged default, defect, objection or complaint or shall notify said Board why such alleged deficiency, default, objection or complaint should not be valid and proper. If the Farm Hill Utilities, Inc. fails to satisfy the Board of County Commissioners concerning such



alleged deficiency, default, objection or complaint, the Board may schedule public hearing concerning the same with reasonable notice thereof to Farm Hill Utilities, Inc., and at which hearing all interested parties and persons may be heard, and after such hearing the Board may make further such findings and orders as it considers proper, and may thereafter restrict, limit or terminate this franchise, if proper and valid reasons therefor are found to exist by this Board.

-8-

This Franchise is limited as follows:

- a. Any person, firm or corporation, using an average consumption of more than 100,000 gallons of water per day shall not be required to deal with said utility company, but any such water user shall be at liberty to secure its water from such source or sources as it may desire.
- b. Notwithstanding the terms and conditions hereof, this franchise shall not prevent land owners from exercising their vested rights to pump water for their own use, nor shall the riparian and other water rights of land owners be in any way impaired, reduced or affected hereby.
- c. Notwithstanding anything set forth herein, this franchise shall not limit or restrict any person now, or hereafter, owning or occupying any premises, with the franchised area and now serviced with water, from continuing to receive such water services from any person, firm or corporation now selling such water to said owner or occupant; provided, however, if such owner or occupant requests water services and purchases water from Farm Hill Utilities, Inc. under this franchise, then the provisions of this franchise shall thereafter apply to such owner, occupant or the land involved, and the rights with respect to such product reserved to any such owner or occupant shall cease and terminate.

This franchise shall be transferable and assignable, provided:

a. Notice of request for transfer or assignment shall be given by the then holder of this franchise to the Board of County Commissioners of Escambia County, Florida, in writing, accompanied by a request from the proposed transferee-assignee, which application shall contain information concerning the financial status and other qualifications of the proposed transferee-assignee, and further information as the Board shall require.

b. The public hearing shall be held on such request on which the notice shall be given by publication in the newspaper regularly published in Escambia County, Florida, at least one time, not more than one month, nor less than one week preceding such scheduled hearing. Certified proof of publication of such notice shall be filed with the said Board. Said hearing may be continued from time to time as determined by the Board.

c. The proposed transferee-assignee must meet the same requirements and comply with the same rules and regulations as would be required of an original applicant for a franchise.

The water rates and charges shall be such that the corporation shall have sufficient income to meet its operating and maintenance expenses, taxes, repay its loan obligation to the United States government and other mortgages and encumbrances, and to establish an annual reserve equivalent of 1/10 of the annual payment on the mortgage to the United States of America for so long as the United States holds a real or chattel mortgage upon the property of the said corporation.

This franchise is granted subject to the rights, powers and authority of the State Board of Health of the State of Florida, and any other agency, body or commission which has any right,

power, or authority by law of any of the utility mentioned herein-above.

-12-

This franchise is granted specifically within the boundaries of the area hereinabove described upon the following conditions:

In the event any person or persons within the franchised area desire service, Farm Hill Utilities, Inc. shall if it deems financially feasible and practicable, render service as provided hereinafter. Any person or persons may request service of the corporation if the said person or persons are within the franchised area. Upon the request being made, the corporation shall within a reasonable time thereafter, not to exceed 60 days, determine whether or not it is practicable and feasible to serve said person or persons. Upon determination of the franchise holder that it is not practicable and feasible to serve said area, any other company or group or person offering to serve said area may do so upon a petition to the Board of County Commissioners of Escambia County, Florida, for deletion of the said area from the franchise of Farm Hill Utilities, Inc. and the corporation or franchise holder agrees to offer no objection to the deletion of such area. It is specifically understood that Farm Hill Utilities, Inc., has the franchise in the entire area as set forth herein above but will not use the same to deter service if it does not wish to render said service. Upon the procedure as outlined above an area that cannot be served from a feasible and practicable point of view in the opinion of the corporation can be withdrawn from this franchise.

This resolution, in duplicate, shall be duly signed by the chairman of the Board of County Commissioners of Escambia County, Florida, and the clerk of the Circuit Court, acting as clerk of the Board of County Commissioners of Escambia County, Florida, and shall be signed and accepted by Farm Hill Utilities, Inc. by its proper officers, and one executed copy thereof shall be retained by Farm Hill Utilities, Inc. and thereafter the terms and conditions hereof shall be in full force and effect for the full term hereof.

IN WITNESS WHEREOF, the name and seal of the Board of County Commissioners of Escambia County, Florida, acting for and on behalf of the County of Escambia, Florida, has been hereunto signed and affirmed by the Chairman of said Board of County Commissioners, and its Clerk, this 26th day of July, 1966, and said officers do hereby certify that the foregoing resolution and franchise was duly and properly adopted and enacted by the Board of County Commissioners of Escambia County, Florida, on the 26th day of July, 1966.

ATTEST:

THE BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

CLERK OF THE CIRCUIT COURT  
OF ESCAMBIA COUNTY, FLORIDA

By: W. L. Abbott  
Its Chairman

Joe A. Thomas  
Its Clerk

C. B. McAllister, Jr.  
Deputy Clerk

Farm Hill Utilities, Inc., a non-profit Florida corporation, does hereby accept the foregoing franchise and does hereby agree to the terms and conditions thereof.

IN WITNESS WHEREOF, the name and seal of Farm Hill Utilities, Inc. have been hereunto signed and affixed this 3rd day of August, 1966, by its President and attested by its Secretary.

Signed and sealed in duplicate  
in the presence of:

FARM HILL UTILITIES, INC.

Mrs. Lona Jones

By: Archie L. Jones  
Its President

Nelson B. Pierce

ATTEST: Seldon A. Davis  
Its Secretary



Escambia County  
Clerk's Original

10/27/98 Esc II-2B

1998-001392 BCC  
Oct. 4, 1998 Page 21 of 36

Resolution R98- 241

RESOLUTION AND EXTENSION OF FRANCHISE

A RESOLUTION OF ESCAMBIA COUNTY, FLORIDA;  
EXPANDING AND MODIFYING THE FRANCHISE AREA FOR  
FARM HILL UTILITIES, INC.; PROVIDING FOR  
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE  
DATE.

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

Section 1. That on July 26, 1966, the Board of County Commissioners, by duly adopted resolution, granted Farm Hill Utilities, Inc., a non-profit corporation organized and incorporated under Chapter 617, Florida Statutes, in the State of Florida, an exclusive water franchise for a water system for the production, distribution and sale of water under the provisions of the "Utility Act of Escambia County" for the following described area in Escambia County, Florida, to-wit:

All of Sections 8, 9, 17, 18, 19, 22 and 30, the West three-fourths of Section 29 and the West three-fourths of Section 36, all in Township 1 North, Range 31 West, all being in Escambia County, Florida.

Section 2. That on June 1, 1992, the Board of County Commissioners, by duly adopted resolution, granted Farm Hill Utilities, Inc., a non-profit corporation organized and incorporated under Chapter 617, Florida Statute, in the State of Florida, an extension of the boundaries of its franchise to serve additional acres as follows:

Area 1: In Township 1 North, Range 31 West, the west half of the south half of the south half of Section 3; plus the northwest quarter of Section 10; plus the southwest quarter of the northeast quarter of Section 10.

Area 2: In Township 1 North, Range 31 West, the southwest quarter of Section 16; plus the southwest quarter of the northwest quarter of Section 16; plus that portion of the

west half of the northwest quarter of the northwest quarter of Section 16 lying south of Muskogee Road; plus the northwest quarter of Section 23.

Area 3: In Township 1 North, Range 31 West, all of Sections 20 and 21; plus those portions of Sections 32, 34, and 35 lying north of Interstate Highway 10; plus

In Township 1 North, Range 32 West, all of Section 24; plus that portion of Section 25 lying north of Interstate Highway 10; plus

In Township 1 South, Range 31 West, the most northerly 500 feet of the west 3300 feet of Section 3; plus that portion of the most northerly 500 feet of Section 4 lying north of Interstate Highway 10.

Area 4: In Township 1 North, Range 32 West, all of Section 12.

Area 5: In Township 1 North, Range 31 West, the east half of Section 5 north of Jack's Branch.

Section 3. That Farm Hill Utilities, Inc., has applied for an extension of the boundaries of its franchise to serve additional acres as follows:

That portion of Section 3 and Section 4, Township 1 South, Range 31 West, Escambia County, Florida lying South of existing Farm Hill Utilities franchise, running South and parallel to an unnamed creek; continue South along Eleven Mile Creek to Interstate 10; and continue Northwest Interstate 10 to existing Farm Hill franchise area.

and to modify the existing Farm Hill Utilities franchise area to allow the Escambia County Utilities Authority (ECUA) to service those portions of Bristol Woods Subdivision as recorded in Plat Book 14 at page 53 of the public records of Escambia County, Florida, and Bristol Creek Phase 1, as recorded in Plat Book 15 at page 54 of the public records of Escambia County, Florida, that are within the most northerly 500 feet of the west 3300 feet of Section 3, Township 1 South, Range 31 West.

Section 4. That this Board does hereby grant unto Farm Hill Utilities, Inc., a non-profit Florida corporation, the right, privilege, easement and exclusive franchise to own, operate and/or

manage a water system, water works and/or water treatment plant concerning and for the production, distribution and sale of water under the provisions of the said Act for and in the above described area of land in Escambia County, Florida.

Section 5. The water rates and charges shall be such that said Farm Hill Utilities, Inc. shall have sufficient income to meet its operating and maintenance expenses, to pay any taxes, to repay its loan obligations to the United States of America and any other mortgages or encumbrances, to provide a fund for future expansions, to establish required annual reserves or reserve equivalent to one-tenth (1//10) of the annual payment on the mortgages to the United States of America or to any other lender for so long as the United States of America or any other lender holds a real or chattel mortgage, security agreement or other lien upon the property of the said corporation or upon any part of said property and to repay loans or advancements by others. The connection and reconnection fees, minimum charges and late charges shall be those charged by this corporation to all of its members.

Section 6. This extension of franchise shall continue until March 3, 2091.

Section 7. The said corporation does by acting under this extension of franchise in commencing construction of its water system in the aforesaid area, agree that it will hold this Board and the members thereof, harmless from the payment of any compensation or damage resulting from the exercising of this franchise and the operations of the water system service hereunder and will repair any damage or injury to county property occasioned by the ownership, operation and/or management and maintenance of the water system hereunder, excepting usual and reasonable use and wear of the county road, highways, and other properties anticipated by this operation.

Section 8. Said corporation shall not create any obstruction or conditions which are, or

may become, dangerous to the traveling public. Whenever necessary for the construction, repair, improvement, alteration or relocation of all, or any portion of said highways or roads as determined by the County Engineer, any or all of said pipes, mains and other facilities and appurtenances authorized hereunder, shall be immediately removed from said highway, or re-set or re-located thereon as required by the County Engineer, and at the expense of the said corporation and at no cost to said County. Upon the failure, neglect or refusal of the said corporation to immediately do or perform any change, removal, re-setting or re-locating any pipes or other facilities, or any repairs or reconstruction of said highways or roads herein required of the corporation, the County may undertake and perform such requirement and the cost and expense thereof shall be immediately repaid to the County by the said corporation.

Section 9. This Extension of Franchise is granted subject to the condition that in the event of the voluntary sale or other voluntary transfer of said water system, water works and/or water treatment plant during the life of this Extension of Franchise by Farm Hill Utilities, Inc. or by any successive owner, this Franchise shall cease to have any monetary value and shall thereafter have no monetary value. The foregoing provisions of this Section are subject to the condition that so long as the United States of America (referred to as "Government") or other lender holds any unpaid lien on said water system and other assets under any mortgage or any Security Agreement or renewal or extension thereof, executed by Farm Hill Utilities, Inc. or successive non-profit corporations and the Government or other lender, because of default or defaults thereunder, has to foreclose or take over the system and assets, it shall have the right to transfer and sell the same to a non-profit corporation and non-profit corporations without such transfer and sale being considered as voluntary.

Section 10. In the event of condemnation of this system by this Board or other



governmental body, the value of this extension of franchise shall be reduced to \$1.00, but the value of the system with said reduced franchise value shall not be less than an amount sufficient to pay all outstanding liabilities of the owner, reasonable expenses for the dissolution of the owner corporation and sufficient amount for the repayment of all membership dues or fees due to each former or present member then of record and in good standing or entitled thereto. Upon the payment of said amounts to owner, this franchise shall be subject to cancellation by this Board but if said amounts are not paid in full to owner, this franchise shall revert to its former status and former value.

Section 11. This extension of franchise is subject to and contingent upon Farm Hill Utilities, Inc.'s agreement that, in the event Escambia County imposes a valid and legally enforceable franchise fee on all water utility companies in Escambia County, that Farm Hill Utilities, Inc. will agree to pay said fee, provided that it shall be able to impose an additional charge upon its customers to obtain the necessary funds to pay any such franchise fee.

Section 12. Subject to all of the terms and conditions hereinabove set forth, this Board hereby confirms and ratifies the prior actions by the Escambia County Utilities Authority, to wit: the authorization and approval granted by Escambia County Utilities Authority for the extension of the Farm Hill Utilities, Inc. exclusive franchise into the following described areas:

That portion of Section 3 and Section 4, Township 1 South, Range 31 West, Escambia County, Florida lying South of existing Farm Hill Utilities franchise, running South and parallel to an unnamed creek; continue South along Eleven Mile Creek to Interstate 10; and continue Northwest Interstate 10 to existing Farm Hill franchise area.

and to modify the existing Farm Hill Utilities franchise area to allow the Escambia County Utilities Authority (ECUA) to service those portions of Bristol Woods Subdivision as recorded in Plat Book 14 at page 53 of the public records of Escambia County, Florida, and Bristol Creek Phase 1,

as recorded in Plat Book 15 at page 54 of the public records of Escambia County, Florida, that are within the most northerly 500 feet of the west 3300 feet of Section 3, Township 1 South, Range 31 West.

Section 13. This resolution, in duplicate, shall be duly signed by the Chairman of the Board of Commissioners of Escambia County, Florida and shall be attested by the Clerk of said Board, and one executed copy hereof shall be retained by the said Clerk of this Board and another one shall be delivered to the said corporation.

Section 14. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 15. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

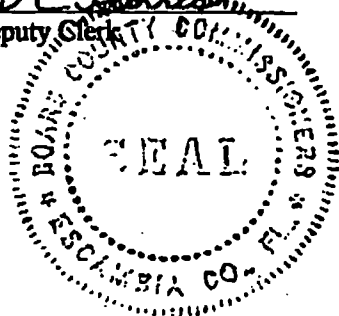
Adopted this 27th day of October, 1998.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: Mike Bass  
Mike Bass, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Torrie C. Harrison  
Deputy Clerk  
(SEAL)





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-10859**

**Clerk & Comptroller's Report 10. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/01/2016

**Issue:** July 2016 Investment Report

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

**Organization:** Clerk & Comptroller's Office

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## **Recommendation:**

### **Recommendation Concerning Acceptance of the July 31, 2016 Investment Report**

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2016, as required by Ordinance Number 95-13; on July 31, 2016, the portfolio market value was \$286,956,346 and portfolio earnings totaled \$320,246 for the month; the short-term portfolio yield was 0.48%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.42%; the enhanced cash portfolio achieved a yield of 0.80%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.56%; the long-term CORE portfolio achieved a yield of 1.32%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.77%.

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## **Attachments**

**July 2016 Investment Report**

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# **INVESTMENT PORTFOLIO SUMMARY REPORT**

## **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

### **INVESTMENT PORTFOLIO SUMMARY REPORT**

#### **FISCAL YEAR 2015-2016**

**July 31, 2016**



**Prepared by:**

**Pam Childers**

**Clerk of the Circuit Court & Comptroller**

**First Judicial Circuit, Escambia County**



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO SUMMARY REPORT**  
**FISCAL YEAR 2015-2016**  
**July 31, 2016**

**INVESTMENT PORTFOLIO COMPOSITION**

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	June 30, 2016	July 31, 2016
Bank Accounts	\$ 33,072,444	\$ 19,382,476
Money Market Accounts	50,383,862	50,399,550
State Board of Administration	66,565,287	66,601,600
Certificates of Deposit	20,000,000	20,000,000
Money Market Mutual Fund	938,212	2,226,189
U.S. Treasury Bond/Notes	52,668,734	44,354,513
Federal Agency Bond/Note	42,157,767	53,360,753
Municipal Bonds	5,511,129	4,001,796
Corporate Notes	22,570,437	22,573,356
Commercial Paper	6,672,410	4,056,114
<b>Total Portfolio Assets:</b>	<b>\$ 300,540,282</b>	<b>\$ 286,956,346</b>
<b>Current Month Earnings:</b>	<b>\$ 232,609</b>	<b>\$ 320,246</b>
<b>Fiscal Year to Date Earnings:</b>	<b>\$ 1,558,429</b>	<b>\$ 1,878,675</b>

**SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS**

SHORT TERM PORTFOLIO:	June 30, 2016	July 31, 2016
<b>Market Value</b>	<b>\$ 170,021,592</b>	<b>\$ 156,383,626</b>
<b>Short Term Portfolio Yield:</b>	<b>0.45%</b>	<b>0.48%</b>
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.42%	0.42%
<b>Fiscal YTD Earnings:</b>	<b>\$ 400,120</b>	<b>\$ 462,835</b>

ENHANCED CASH PORTFOLIO:	June 30, 2016	July 31, 2016
<b>Market Value</b>	<b>\$ 31,211,770</b>	<b>\$ 31,209,550</b>
<b>Enhanced Cash Portfolio Yield to Maturity at Cost:</b>	<b>0.81%</b>	<b>0.80%</b>
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.49%	0.56%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.60%	0.67%
<b>Effective Duration (Years)</b>	<b>0.94</b>	<b>0.94</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.87	1.81
<b>Fiscal YTD Earnings:</b>	<b>\$ 187,717</b>	<b>\$ 208,783</b>

LONG TERM CORE PORTFOLIO:	June 30, 2016	July 31, 2016
<b>Market Value</b>	<b>\$ 99,306,920</b>	<b>\$ 99,363,170</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>	<b>1.36%</b>	<b>1.32%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.72%	0.77%
<b>CORE Portfolio Total Return:</b>	<b>0.89%</b>	<b>-0.01%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.97%	-0.04%
<b>Effective Duration (Years)</b>	<b>2.65</b>	<b>2.68</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.69	2.65
<b>Fiscal YTD Earnings:</b>	<b>\$ 970,592</b>	<b>\$ 1,207,057</b>



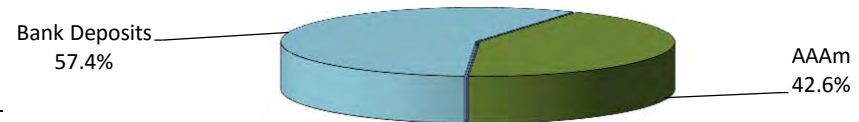
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO REPORT**  
**FISCAL YEAR 2015-2016**  
**July 31, 2016**

**SHORT TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 19,382,476	12.4%
Money Market Accounts	50,399,550	32.2%
Certificates of Deposit	20,000,000	12.8%
State Board of Administration	66,601,600	42.6%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 156,383,626</b>	<b>100.0%</b>

**Short Term Portfolio Credit Quality**

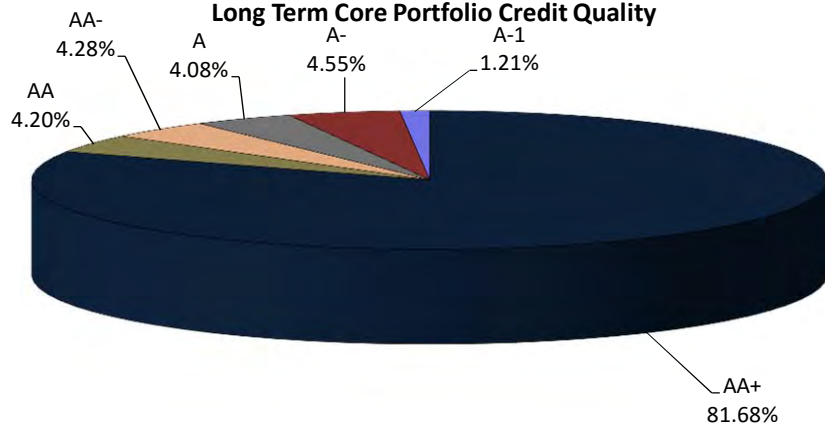


**LONG TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 42,353,761	42.6%
Federal Agency Bond / Note	34,309,386	34.5%
Municipal Obligations	4,001,796	4.0%
Commercial Paper	1,197,475	1.2%
Corporate Note	17,304,160	17.4%
Money Market Mutual Fund - Federated Government	196,592	0.2%
<b>Total Long Term Core Portfolio Assets:</b>	<b>\$ 99,363,170</b>	<b>100.0%</b>

**Long Term Core Portfolio Credit Quality**

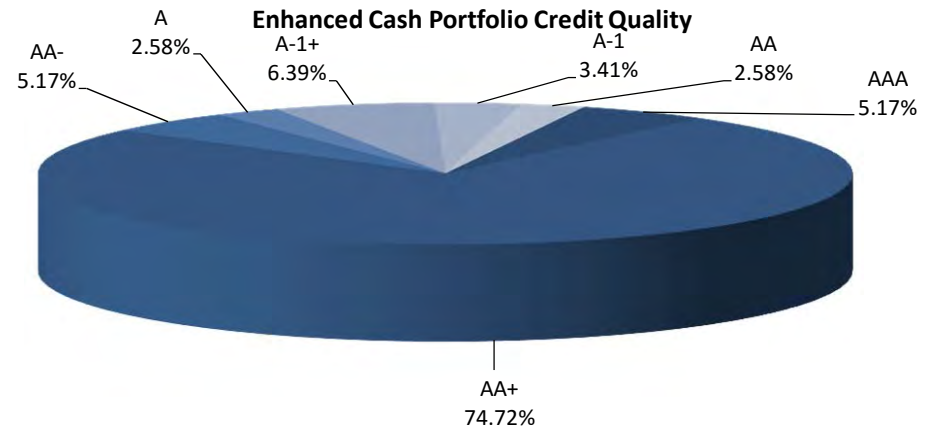


**ENHANCED CASH INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 2,000,752	6.4%
Federal Agency Bond / Note	19,051,367	61.0%
Corporate Note	5,269,196	16.9%
Commercial Paper	2,858,639	9.2%
Money Market Mutual Fund - Federated Government	2,029,597	6.5%
<b>Total Enhanced Cash Portfolio Assets:</b>	<b>\$ 31,209,550</b>	<b>100.0%</b>

**Enhanced Cash Portfolio Credit Quality**





**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT POLICY COMPLIANCE REPORT**  
**FISCAL YEAR 2015-2016**  
**July 31, 2016**

<b>Security Type</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
Florida Prime (SBA)	\$ 66,601,600	23.2%	<b>25%</b>	<b>Yes</b>
United States Treasury Securities	44,354,513	15.5%	<b>100%</b>	<b>Yes</b>
Federal Instrumentalities	53,360,753	18.6%	<b>100%</b>	<b>Yes</b>
Certificates of Deposit	20,000,000	7.0%	<b>20%</b>	<b>Yes</b>
Savings Accounts	50,399,550	17.6%	<b>100%</b>	<b>Yes</b>
Commercial Paper	4,056,114	1.4%	<b>25%</b>	<b>Yes</b>
Corporate Notes	22,573,356	7.9%	<b>20%</b>	<b>Yes</b>
State and/or Local Government Debt	4,001,796	1.4%	<b>25%</b>	<b>Yes</b>
Bank Accounts - Bank of America	19,382,476	6.8%	<b>100%</b>	<b>Yes</b>
Money Market Mutual Fund	2,226,189	0.8%	<b>50%</b>	<b>Yes</b>
<b>Total Investment Holdings</b>	<b>\$ 286,956,346</b>	<b>100.0%</b>		

<b>Individual Issuer Breakdown</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
American Express Co	2,503,100	0.9%	<b>5%</b>	<b>Yes</b>
Apple Inc. Corporate Notes	754,981	0.3%	<b>5%</b>	<b>Yes</b>
Bank Accounts - Bank of America	19,382,476	6.8%	<b>100%</b>	<b>Yes</b>
Bank of New York Mellon Corporate Notes	2,020,954	0.7%	<b>5%</b>	<b>Yes</b>
Bank of Tokyo-MIT	995,425	0.3%	<b>10%</b>	<b>Yes</b>
BBVA Compass	5,000,000	1.7%	<b>10%</b>	<b>Yes</b>
Berkshire Hathaway Inc	624,920	0.2%	<b>5%</b>	<b>Yes</b>
BNP Paribas	1,197,475	0.4%	<b>5%</b>	<b>Yes</b>
Caterpillar Corporate Notes	750,654	0.3%	<b>5%</b>	<b>Yes</b>
Centennial Bank	10,013,023	3.5%	<b>10%</b>	<b>Yes</b>
Chevron Corporation Corp Notes	750,726	0.3%	<b>5%</b>	<b>Yes</b>
Cisco Systems Inc.	2,025,940	0.7%	<b>5%</b>	<b>Yes</b>
City of New York	1,737,791	0.6%	<b>10%</b>	<b>Yes</b>
Coca-Cola Co. Commercial Paper	870,761	0.3%	<b>10%</b>	<b>Yes</b>
Colgate-Palmolive Co	750,746	0.3%	<b>5%</b>	<b>Yes</b>
Exxon Mobil Corporate Notes	1,766,807	0.6%	<b>5%</b>	<b>Yes</b>
Federal Farm Credit Bank	6,524,305	2.3%	<b>5%</b>	<b>Yes</b>
Federal Home Loan Bank (FHLB)	16,158,865	5.6%	<b>25%</b>	<b>Yes</b>
Federal Home Loan Mortgage Corporation (FHLMC)	14,882,220	5.2%	<b>25%</b>	<b>Yes</b>
Federal National Mortgage Association (FNMA)	15,795,364	5.5%	<b>25%</b>	<b>Yes</b>
Fidelity Institutional Government MMF	2,226,189	0.8%	<b>25%</b>	<b>Yes</b>
Florida Prime (SBA)	66,601,600	23.2%	<b>25%</b>	<b>Yes</b>
General Electric Corporate Notes	2,531,660	0.9%	<b>5%</b>	<b>Yes</b>
Hancock Bank	27,645,334	9.6%	<b>10%</b>	<b>Yes</b>
HSBC Holdings PLC	1,000,501	0.3%	<b>5%</b>	<b>Yes</b>



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT POLICY COMPLIANCE REPORT**  
**FISCAL YEAR 2015-2016**  
**July 31, 2016**

<b>Individual Issuer Breakdown</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
JP Morgan Chase Corporate Notes	2,014,708	0.7%	5%	Yes
Microsoft Corporate Notes	755,497	0.3%	5%	Yes
Mississippi State	774,152	0.3%	10%	Yes
Pfizer Inc Corporate Notes	1,025,277	0.4%	5%	Yes
Servisfirst Bank	27,741,194	9.7%	10%	Yes
State of Connecticut	692,240	0.2%	10%	Yes
Toyota Motor Corp	2,513,687	0.9%	10%	Yes
United States Treasury Securities	44,354,513	15.5%	100%	Yes
University of WA Taxable Revenue Bonds	797,613	0.3%	10%	Yes
Wells Fargo & Company Corporate Notes	1,775,651	0.6%	5%	Yes
<b>Total Investment Holdings</b>	<b>\$ 286,956,346</b>	<b>100.0%</b>		





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-10870**

**Clerk & Comptroller's Report 10. 2.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/01/2016

**Issue:** Florida Cooperative Liquid Assets Securities System Instrument of Adoption

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

**Organization:** Clerk & Comptroller's Office

---

## **Recommendation:**

### **Recommendation Concerning Instrument of Adoption**

That the Board authorize Pam Childers, Clerk of the Circuit Court and Comptroller, in her capacity as Chief Investment Officer, to execute the Instrument of Adoption of the Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System (FLCASS); FLCASS is an intergovernmental investment pool, as described in Section 218.415, Florida Statutes, that provides the opportunity to invest funds on a cooperative basis in short-term investments, which are carefully selected to provide maximum safety and liquidity while generating a competitive yield.

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## **Attachments**

**Instrument of Adoption**

**Interlocal Agreement**

---



## **INSTRUMENT OF ADOPTION**

of that certain  
Interlocal Agreement for the  
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this "Instrument") is executed as of the 1st day of  
September, 2016, by and on behalf of Escambia County Board of County Commissioners.

Reference is made to that certain Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of April 1, 2015, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the "Interlocal Agreement"). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a Unit of Local Government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the Unit of Local Government, authorized to execute this Instrument; (c) the undersigned has tendered to FLCLASS the minimum investment required under the Interlocal Agreement; and (d) the undersigned (i) has taken all required official action to adopt and authorize the execution of the Interlocal Agreement including, without limitation, adopting a written investment policy consistent with the Interlocal Agreement and the Investment Policy adopted thereby or amending or modifying any existing written investment policy not consistent with the Interlocal Agreement or the Investment Policy, and (ii) has furnished to the Board evidence satisfactory to the Board that such official action has been taken.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation that it will maintain a written investment policy consistent with the provisions of the Interlocal Agreement and Investment Policy adopted thereby, as each of the same may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

Name of Public Agency Escambia County Board of County Commissioners

Date \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

Print Name Pamela Childers, Clerk of Court & Comptroller



An Investment Solution for Public Funds



Interlocal Agreement



This instrument was prepared by or under the supervision of (and after recording should be returned to):

Michael L. Watkins, Esq.  
Greenberg Traurig, P.A.  
450 South Orange Avenue, Suite 650  
Orlando, Florida 32801

---

## INTERLOCAL AGREEMENT

of the Intergovernmental Investment Pool known as  
Florida Cooperative Liquid Assets Securities System ("**FLCLASS**")

Dated as of April 1, 2015

Amended and Restated  
as of June 16, 2016

By and among  
the parties that have entered  
into this Interlocal Agreement

THE INTERGOVERNMENTAL INVESTMENT POOL ESTABLISHED, CREATED AND AUTHORIZED BY THIS INTERLOCAL AGREEMENT IS AN AUTHORIZED INVESTMENT UNDER SECTION 218.415, FLORIDA STATUTES, AS AN INTERGOVERNMENTAL INVESTMENT POOL AUTHORIZED PURSUANT TO THE FLORIDA INTERLOCAL COOPERATION ACT OF 1969.

THIS INTERLOCAL AGREEMENT DOES NOT MEET THE DEFINITION OF A QUALIFIED PUBLIC DEPOSITORY AS DESCRIBED IN CHAPTER 280, FLORIDA STATUTES.

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This **INTERLOCAL AGREEMENT** dated as of April 1, 2015, amended and restated as of June 16, 2016, (this "**Interlocal Agreement**") constitutes an interlocal cooperation agreement by and among the Florida public agencies (as described in Section 163.01, Florida Statutes, as amended) that have executed this Interlocal Agreement or that have or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof (the "**Participants**").

**RECITALS:**

**WHEREAS**, each Participant is permitted and has the power pursuant to the provisions of the Florida Statutes, as amended, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "**Florida Interlocal Cooperation Act**"); and

**WHEREAS**, the Florida Interlocal Cooperation Act authorizes the Participants to exercise jointly any power, privilege or authority which the Participants share in common and which each might exercise separately pursuant to a written interlocal agreement; and

**WHEREAS**, the purpose of this Interlocal Agreement is, and each Participant will receive a substantial benefit by agreeing, to establish the Intergovernmental Investment Pool to be known as the Florida Cooperative Liquid Assets Securities System ("**FLCLASS**"), which shall be an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to an interlocal agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the Participants desire to enter into an interlocal agreement and this Interlocal Agreement shall set forth the terms for such FLCLASS as set forth in the Florida Interlocal Cooperation Act; and

**WHEREAS**, the joint exercise of such power to invest will be benefited and made more efficient if all investments acquired pursuant to this Interlocal Agreement are held by one entity, the Custodian (as defined below), which will hold such investments for the benefit of the Participants; and

**WHEREAS**, the joint exercise of such power to invest will be benefited and made more efficient if the advisory, record-keeping and other administrative functions, including the management and transmittal of investment instructions, are performed by one entity, the Administrator (defined below); and

**WHEREAS**, the policy of this Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

**WHEREAS**, it is in the best interests of the Participants for each Participant to appoint an Authorized Representative to conduct certain transactions hereunder; and



**WHEREAS**, a Board shall be created by this Interlocal Agreement in accordance with the laws of the State of Florida as a separate interlocal governmental entity, and shall supervise the administration of FLCLASS as set forth in this Interlocal Agreement; and

**WHEREAS**, the Board created hereunder shall be self-perpetuating;

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each party hereto agrees as follows:

## **ARTICLE I DEFINITIONS**

In addition to the capitalized terms defined elsewhere in this Interlocal Agreement, the following terms shall have the following meanings.

**"Account" or "Accounts"** shall have the meaning set forth in Section 6.5(a) hereof.

**"Administrator"** means Public Trust Advisors, LLC, or any Person or Persons appointed, employed or contracted with by the Board pursuant to Article V hereof.

**"Administrator Agreement"** means the agreement by and between the Administrator and the Board, acting on behalf of the Participants described in Section 5.1(b) hereof.

**"Affiliate"** means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

**"Applicable Law"** means Chapter 163, Chapter 125, Chapter 166, Chapter 218, Chapter 627 and Chapter 1001 of the Florida Statutes, as amended; Section 4, Article IX of the Constitution of Florida; and other applicable provisions of Florida law.

**"Authorized Representative"** means the person authorized to invest the funds of a Participant pursuant to Florida law who has been appointed in accordance with Section 2.1 hereof.

**"Balance"** for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant, cash payments to such Participant, investment results and expenses and fees incurred pursuant to this Interlocal Agreement.

**"Board"** means the board of the Trustees, created by this Interlocal Agreement as a separate interlocal governmental entity, and established pursuant to Article III hereof.

**"Business Day"** means a day on which banks are not required or authorized by law to close in Florida.

**"Bylaws"** means those bylaws as described in Section 4.7 hereof.

**"Conflicting Provisions"** shall have the meaning set forth in Section 11.2 hereof.

**"Custodian"** means any Person or Persons appointed and employed by the Board pursuant to Section 6.1 hereof.

**"Custodian Subaccount"** shall mean a sub-account created by a Participant pursuant to Section 5.9 hereof.

**"Custody Agreement"** means the agreement by and between the Board and a custodial bank or Trust Company as described in Article VI hereof.

**"Effective Date"** means the first date that execution copies of this Interlocal Agreement have been executed by the initial two Participants, and this Interlocal Agreement has been filed with the clerk of the circuit court of each county where each initial Participant is located as provided in the Florida Interlocal Cooperation Act.

**"FLCLASS" or the "Trust"** means the Florida Cooperative Liquid Assets Securities System, which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, managed by the Board, and which consists of all Investment Property held by the Custodian in trust for the benefit of the Participants.

**"Initial Trustees"** shall have the meaning set forth in Section 3.1(a) hereof.

**"Interlocal Agreement"** means this Interlocal Agreement dated as of April 1, 2015 constituting an interlocal agreement by and among the initial Participants.

**"Investment Advisor"** means the entity serving as investment advisor to FLCLASS, which may be the Administrator or an affiliate thereof.

**"Investment Funds"** means immediately available funds delivered by each Participant to the Custodian for investment pursuant to this Interlocal Agreement but only if: (i) the Authorized Representative appointed by such Participant is authorized pursuant to the laws of the State of Florida to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of Florida or other applicable local law to authorize the delivery and investment of such funds.

**"Investment Policy"** means the investment policy established by the Board with respect to the Investment Property in accordance with this Interlocal Agreement.

**"Investment Procedures"** means the procedures for participants to make investments set forth in Exhibit A attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

**"Investment Property"** means any and all securities and cash which is held in one of the Accounts and all proceeds, income, profits and gains therefrom that have not been paid to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities so purchased may be

immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

**"Investment Property Liability"** means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Interlocal Agreement that is not specified in Section 7.1 hereof as being paid by the Administrator or specified in this Interlocal Agreement as being paid directly by a Participant.

**"Investment Property Value"** means the value of the Investment Property as determined pursuant to the Valuation Procedures net of the amount of the Investment Property Liabilities.

**"Meeting of the Board"** means a duly called meeting of the Board.

**"Participants"** means a Unit of Local Government that has or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof.

**"Participation Certificate"** means a resolution of the governing body of a Participant or an instrument of adoption for individual Participants authorizing the entry into this Interlocal Agreement pursuant to Section 2.4 hereof substantially in the form of the documents attached hereto as Exhibit D, or any similar certification regarding authorization to join this Interlocal Agreement, with such modifications as may be applicable to the particular Unit of Local Government.

**"Payment Procedures"** means the procedures for participants to request payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

**"Permitted Investments"** means those investments defined as such in the Investment Policy established by the Board.

**"Person"** means any county, municipal corporation, national association, district, corporation, limited liability company, limited liability partnership, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, board, commission, instrumentality or agency of any governmental entity.

**"PRIME Fund"** means the designation given by Participants delivering Investment Funds for investment to indicate that such Investment Funds are to be invested in accordance with the Investment Policy.

**"Trust Counsel"** shall mean the attorney or firm of attorneys, experienced in matter of local government law and duly admitted to practice law in the State of Florida, as may be engaged or employed by the Board.

**"Trustee"** means each of the persons selected pursuant to Article III and Article IV hereof to serve on the Board.

**"Unit of Local Government"** means any governmental entity within the State of Florida and shall include, but not be limited to, the following and the officers thereof: any state agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi-public authorities or any other political subdivision of the state.

**"Valuation Procedures"** means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

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## **ARTICLE II PARTICIPANTS**

### **2.1     Authorized Representatives.**

Each Participant shall select an Authorized Representative to represent its interests and act on its behalf under this Interlocal Agreement.

### **2.2     Investments.**

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance in FLCLASS. A Participant that wishes to make such an investment shall notify the Administrator and follow the Investment Procedures. All Investment Funds will be deemed to be designated PRIME Fund. Investment Funds so designated shall be invested pursuant to the Investment Policy established by the Board. Upon such investment in accordance with the Investment Procedures, the Participant shall have an undivided interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by such Participant by an amount equal to the amount of such Investment Funds.

(c) No later than the end of each Business Day, the Custodian shall deliver a confirmation with respect to the transaction activity for the Accounts for the prior Business Day to the Administrator. The Administrator shall retain the confirmation in its records.

(d) Any funds that the Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested in FLCLASS pursuant to this Interlocal Agreement nor is there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at any one time with FLCLASS.

### **2.3     Payments.**

(a) Each Participant shall have the right from time to time to request, in accordance with the Payment Procedures, that the Administrator notify the Custodian to pay to the Participant, or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's Balance at the time that payment is made pursuant to such request. Except as provided in the Payment Procedures, there shall be no limitation on the period of time that Investment Funds must be invested pursuant to this Interlocal Agreement prior to such payment.

(b) Upon the receipt of any payment request, the Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant, as provided in Exhibit B.

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.3(b) hereof, such Participant's Balance shall be reduced by the Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by federal, State or the State of New York authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Administrator shall determine, on behalf of the Board, when an event occurs which, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals, and shall immediately notify the Custodian and each Participant by facsimile, email, mail or telephone of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Administrator declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

## **2.4 Additional Participants After Initial Execution.**

Any Person who meets the definition of a Participant that wishes to become a Participant after the Effective Date may do so by executing a counterpart to this Interlocal Agreement or a Participation Certificate substantially in the form attached hereto as Exhibit D (with such modifications as may be applicable to the particular governmental entity) or other writing deemed acceptable by the Administrator, and delivering the counterpart or the original executed Participation Certificate to the Administrator. Any entity that becomes a Participant pursuant to this Section 2.4 shall have the same rights and obligations hereunder as the other Participants.

## **2.5 Participant Right to Initiate a Vote to Require Board Action.**

The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten percent (10%) of the Participants, have the right to require a vote by the Board related to questions or consideration of such other matters as determined by such Participants. Within 90 days of receipt of such instrument or instruments, or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument or instruments, and be required to take action on the matter.

## **2.6 Termination of Participation.**

(a) Any Participant may withdraw from this Interlocal Agreement at any time upon written notice to the Administrator and the withdrawal shall be noted to the Board in the Administrator's next report. Upon its withdrawal from this Interlocal Agreement, a Participant shall cease to have any rights or obligations under this Interlocal Agreement except for any obligations arising on or before the date of withdrawal and the rights to withdraw the Participant's Balance. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's entire Balance as of the date of such notice be paid to such Participant. No withdrawal from this Interlocal Agreement shall become effective until such Participant's Balance is equal to zero, and until such time, such Participant shall continue to possess all of the rights, and to be subject to all of the obligations, arising from this Interlocal Agreement.

(b) Any Participant that no longer qualifies as a Unit of Local Government, that breaches any material covenant contained in Article VIII hereof, or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.6(a) hereof immediately upon such disqualification, breach or cessation, but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Administrator determines that such a disqualification, breach or cessation has occurred.

## **2.7 Receipt of Statements and Reports; Requests.**

(a) The Administrator shall provide to each Participant a copy of the statements prepared pursuant to Section 5.5 hereof and of the reports prepared pursuant to Section 5.6 hereof applicable to such Participant.

(b) In addition, each Participant, through its Authorized Representative, may direct the Administrator to provide a statement of the value of the Participant's Balance as of the date of the request. The Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Administrator shall maintain or cause to be maintained the records relating to such Participant in a manner that records (i) the portion of the Participant's Balance designated as PRIME Fund and (ii) the Participant's Balance as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments belonging to each such Participant.

## **2.8 Responsibility for Authorized Representatives.**

Each Participant shall be responsible for the actions or inaction of its Authorized Representative under this Interlocal Agreement, and the Administrator and Custodian are authorized to rely on the directions of the Authorized Representative without further investigation or diligence.

## **ARTICLE III BOARD**

### **3.1     Establishment of Board; Initial Board.**

(a) The management of FLCLASS shall be under the direction of the Board, which is hereby created by this Interlocal Agreement as a separate interlocal governmental entity. The initial Participants have by this Interlocal Agreement appointed the following persons as the initial trustees (the "**Initial Trustees**") having terms ending the following date:

Cindy Valentine	December 31, 2015
Sharon R. Bock	December 31, 2016
Ken Burke	December 31, 2017

(b) The Initial Trustees shall constitute the initial Board. The Board may expand the membership of the Board and set initial terms for each additional Trustee, provided, however, the number of Trustees shall always be an odd number, and shall not be less than three (3) nor more than thirteen (13). New and successor Trustees shall be appointed as provided for in Article IV.

### **3.2     General Powers.**

(a) FLCLASS is hereby established as a common law trust pursuant to this Interlocal Agreement. The purpose of FLCLASS is to provide an intergovernmental investment pool in accordance with Section 218.415, Florida Statutes through which Participants may invest surplus funds in accordance with Florida law governing the investment of surplus monies of a Participant. No Participant shall be required to appropriate any funds or levy any taxes to establish FLCLASS. FLCLASS shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Board may from time to time determine. The initial office of record of FLCLASS shall be 4767 New Broad Street Orlando, Florida 32814.

(b) The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers of the Administrator or Custodian, which are described in this Interlocal Agreement shall also be powers of the Board. The Board may perform such acts as it determines in its sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without the posting of a bond, an order or other action by any court. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

### **3.3     Investment and Management; The Investment Program.**

The Board shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of Permitted Investments pursuant to the Investment Policy established by the Board.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity, while providing a competitive investment yield by investing in Permitted Investments. The Board shall appoint an Administrator and the



Board is directed to enter into the Administrator Agreement with the Administrator consistent with the terms of this Interlocal Agreement. The Administrator shall have the power to manage the Investment Property as specifically set forth in the Administrator Agreement. All modifications to the Investment Policy require Board approval by simple majority.

### **3.4 Title to Investments; Rights as Holders of Investment Property.**

Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of the Investment Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

### **3.5 Payment of Expenses.**

The Board shall have full and complete power:

- (a) to incur and pay any charges or expenses which in the opinion of the Board are necessary or incidental to or proper for carrying out any of the purposes of this Interlocal Agreement;
- (b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;
- (c) to reimburse others for payment of such expenses and taxes; and
- (d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

### **3.6 Power to Contract, Appoint, Retain and Employ.**

The Board is responsible for the investments of FLCLASS consistent with the Investment Policy established in this Interlocal Agreement and for the general administration of the business and affairs of FLCLASS. Subject to the limitations expressed in Section 3.11 of this Interlocal

Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.

### **3.7 Insurance.**

The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring FLCLASS, officers, employees and agents of FLCLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by FLCLASS or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not FLCLASS would have the power to indemnify such person against such liability.

### **3.8 Borrowing and Indebtedness.**

The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments or Investment Property, except as a temporary measure to facilitate the transfer of funds to the Participant which might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

### **3.9 Remedies.**

Notwithstanding any provision in this Interlocal Agreement, when the Board deems that there is a significant risk that an obligor to FLCLASS may default or is in default under the terms of any obligation of FLCLASS, the Board shall have full and complete power to pursue any remedies permitted by law which, in its sole judgment, are in the interests of FLCLASS, and the Board shall have full and complete power to enter into any investment, commitment or obligation of FLCLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

### **3.10 Information Statement.**

The Board shall have full and complete power to prepare, publish and distribute an Information Statement regarding FLCLASS and to amend or supplement the same from time to time.

### **3.11 Contracting with Affiliates.**

To the extent permitted by law, the Board may enter into transactions with any Affiliate of the Administrator or the Custodian if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, and

(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the person who is a party to the transaction.

### **3.12 Further Powers.**

The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of FLCLASS although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of FLCLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

### **3.13 Intellectual Property.**

The parties acknowledge that pursuant to this Interlocal Agreement and/or the business activities of the Board, various types of intellectual property (the "**Intellectual Property**") may be created, including but not limited to trademarks such as "**FLCLASS**" and "**Florida Cooperative Liquid Assets Securities Systems**," among others. With regard to any and all Intellectual Property created by or for the Board, or by or for FLCLASS with regard to this Interlocal Agreement, the Board shall have all right, title and interest to such intellectual property. No other party to this Interlocal Agreement shall make any claim of ownership to any such intellectual property and shall have no rights to the Intellectual Property other than as expressly set forth in a written agreement between the Board and that other party. Except as expressly set forth in this Interlocal Agreement, the Board shall have no obligation to account to the other parties to this Interlocal Agreement for any revenues arising from the use, license or assignment of any item of Intellectual Property.

### **3.14 No Liability.**

No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

## **ARTICLE IV TRUSTEES**

### **4.1 Number and Qualification.**

(a) Upon expansion of the Board after the Initial Trustees, the Board shall have at least three (3) but no more than thirteen (13) members.

(b) The Board shall strive to appoint qualified Trustees representative of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of Local Governments:

- (i) Counties;
- (ii) Cities and Towns;
- (iii) School Districts;
- (iv) Special Districts;
- (v) Other public entities.

(c) The Board shall be the sole judge of the appointment and qualification of its members.

#### **4.2 Term of Office.**

The term of office for a Trustee shall be three years (or less for certain Initial Trustees) or until a successor has been appointed and qualified, and such term shall begin at the Meeting of the Board following the appointment. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least one-third of all Trustees shall expire in any year.

#### **4.3 Appointment of Trustees.**

(a) The Board shall appoint Trustees at any regularly scheduled or special meeting by a majority vote of the Trustees present at such meeting, provided a quorum is present. The Board shall provide for the nomination of candidates by the Participants and shall appoint Trustees from among the nominees submitted.

(b) After each appointment, each Participant shall by this Interlocal Agreement be considered to have appointed each person appointed by such vote as their Trustee unless and until removed pursuant to Resignation according to Section 4.4 or Removal according to Section 4.5.

#### **4.4 Resignation of Trustees.**

Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Board, and such resignation shall be effective upon such delivery, or at a later date specified in the written notice. Any vacancy created by such removal shall be filled in accordance with subsection 4.3(a). All Trust assets held by the Trustee in his/her capacity as Trustee shall be immediately returned to the Trust.

#### **4.5 Removal and Vacancies.**

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence or other incapacity to perform the duties

of the office. In the case of a vacancy, the Trustees remaining in office shall, appoint another person as a replacement Trustee, in accordance with Section 4.3, who shall serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to this Section 4.5, the appointee of each Participant.

(b) The Board may remove a Trustee in the event of the conviction of a felony, or any other crime involving dishonesty. Such removal may occur upon the majority vote of the membership of the remaining Trustees. Any vacancy created by such removal shall be filled pursuant to this Section.

(c) Notwithstanding the forgoing, in lieu of selecting new Trustees to fill vacancies on the Board, the Board may decrease the membership of the Board by the number of such vacancies, provided however, the number of memberships shall not be less than three (3) nor more than thirteen (13) and the number of memberships shall always be an odd number.

#### **4.6 Meetings.**

(a) The Annual Meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the appointment of Trustees, election of officers, setting the calendar for regular meetings and other organizational matters, as provided in the Bylaws. The Board shall meet not less than semiannually.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held at the time and place so established.

(c) Special meetings of the Board may be held from time to time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) All meetings of the Board are subject to and must comply with Section 286.011, Florida Statutes, as amended.

(e) To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

(f) To the extent permitted by Section 286.011, Florida Statutes, in the event all of the Trustees shall severally or collectively consent in writing to any action taken or to be taken by the Trust, such action is a valid action as though it had been authorized at a formal meeting.

(g) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Interlocal Agreement or by law of the State.

#### **4.7 Bylaws.**

The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, consistent with this Interlocal Agreement. The Bylaws may define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the rules of calling of meetings and determination of regular and special meetings.

#### **4.8 Officers.**

The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.

#### **4.9 Conflicts of Interest.**

No Trustee shall vote on any matter which inures to his or her special private gain or loss, as that phrase is defined in Section 112.3143(1)(d), Florida Statutes. Such Trustee shall, prior to a vote being taken, disclose the nature of his or her interest in the matter from which he or she is abstaining from voting.

#### **4.10 Standard of Care.**

The Trustees shall use ordinary care and reasonable diligence in the administration of the Trust. Nothing contained in this Interlocal Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Interlocal Agreement.

#### **4.11 Liability.**

A Trustee shall not be personally liable for monetary damages to any person for any statement, vote decision, or failure to act, regarding the management or policy of the Trust unless:

(a) The Trustee breached or failed to perform his or her duties as a Trustee; and

(b) The Trustee's breach of, or failure to perform, his or her duties constitutes:

(i) A violation of the criminal law, unless the Trustee had reasonable cause to believe such conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Trustee in any criminal proceeding for violation of the criminal law shall estop that Trustee from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the Trustee from establishing that such Trustee had reasonable cause to believe that such conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;

(ii) A transaction from which the Trustee derived an improper personal benefit, either directly or indirectly; or

(iii) Recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

For the purposes of this Section 4.11, the term "recklessness" means the acting or omission to act, in conscious disregard of a risk: (a) known, or so obvious that it should have been known to the Trustee; and (b) known to the Trustee, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

#### **4.12 Indemnification.**

(a) The Trust shall, to the extent permitted by law, indemnify any person who was or is a party (other than an action by, or in the right of, the Trust), by reason of the fact that such person is or was a Trustee, officer or direct employee of the Trust against liability incurred in connection with such proceedings on behalf of the Trust, including any approval of such proceedings, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust and, with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Trust, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the Trust, such indemnified person shall promptly notify the Trust in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The Trust shall be responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

#### **4.13 Legal Title to Investment Property.**

Title to all Investment Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Board shall have full and complete power to cause legal title to any Investment Property to be held, on behalf of the Participants, by or in the name of any other entity or person as nominee, on such terms, in such manner, and with such powers as the Board may determine; provided that the interests of the Trust are adequately protected as a consequence thereof.

#### **4.14 Reliance on Experts.**

Each Trustee and officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of the Trust, upon an opinion of Trust Counsel, or upon official reports made to the Trust by any of its officers or employees or by the Investment Advisor, Administrator, Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Board or officers of the Trust.

**ARTICLE V**  
**ADMINISTRATOR AND TRUST COUNSEL**

**5.1     Appointment; General Provisions.**

(a)     The Board is responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, distributors or independent contractors of the Trust, consistent with the investment policy established in this Interlocal Agreement. However, the Board is not required personally to conduct all of the routine business of the Trust and, consistent with their responsibility as stated herein, the Board may, on behalf of the Trust, appoint, employ or contract with an Administrator and a Trust Counsel and may grant or delegate such authority to the Administrator, Trust Counsel or to any other person as the Board may, in its discretion, deem to be necessary or desirable for the efficient management of the Trust.

(b)     The Board may appoint one or more persons to serve as the Administrator for FLCLASS. It is specifically intended that any and all provisions related to the Administrator set forth herein be memorialized in a contract between the Board and the Administrator (the "**Administrator Agreement**") and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Administrator. In the event of conflict between the provisions of this Interlocal Agreement and the provisions of the Administrator Agreement, this Interlocal Agreement shall control.

(c)     In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board may appoint, employ or contract with a successor.

(d)     The Administrator shall at no time have custody of, or physical control over, any of the Investment Property.

(e)     The Administrator may also serve as investment advisor to FLCLASS.

**5.2     Duties of the Administrator.**

(a)     The duties of the Administrator shall be those set forth in this Article V and the Administrator Agreement. This Article V outlines some, but not all of such duties. Such duties may be modified by the Board from time to time. The role of the Administrator is intended to effect purchases, sales or exchanges of Investment Property on behalf of the Board. The Administrator Agreement may authorize the Administrator to employ other persons to assist in the performance of the duties set forth therein.

(b)     The Administrator shall at no time have custody of, or physical control over, any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Administrator instead of to the Custodian, the Administrator shall immediately transfer such Investment Funds to the Custodian. The Administrator shall not be liable for any act or omission of the Custodian, but shall be liable for the Administrator's acts and omissions as provided herein.



(c) The Administrator understands that the monies delivered to the Custodian may only be invested pursuant to the investment parameters contained in the Investment Policy.

### **5.3 Duties of the Trust Counsel.**

The duties of the Trust Counsel shall be:

(a) To construe the terms and provisions of this Interlocal Agreement and advise the Board with respect to its powers and duties thereunder;

(b) Review and approve the ordinances and joinder agreements of Public Entities desiring to become Participants;

(c) Attend all meetings of the Board and provide legal advice and consultation as requested; and

(d) Bring, prosecute, appear in, or defend, all on behalf of the Trust and in the name of the Trust any suit or administrative proceeding, for the enforcement of or arising out of or with respect to this Interlocal Agreement.

### **5.4 Investment Activities and Powers.**

The Administrator shall perform the following services:

(a) advise the Board on any material changes in investment strategies based upon current market conditions;

(b) enter into securities transactions with respect to the Investment Property (to the extent permitted by the investment criteria established by the Board as set forth in the Investment Policy and all applicable law) by entering into agreements and executing other documents relating to such transactions containing provisions common for such agreements and documents in the securities industry;

(c) from time to time, review the Permitted Investments and the investment criteria set forth in the Investment Policy and, if circumstances and applicable law permit, recommend changes in such Permitted Investments and such investment criteria;

(d) provide such advice and information to the Board on matters related to investments as the Board may reasonably request, including, without limitation, research and statistical data concerning the Investment Property, whether and in what manner all rights conferred by the Investment Property may be exercised, and other matters within the scope of the investment criteria set forth in the Investment Policy;

(e) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Interlocal Agreement or applicable laws;

(f) issue instructions to the Custodian as provided in this Interlocal Agreement; and

(g) employ, consult with, obtain advice from, and exercise any of the Administrator's rights or powers under this Interlocal Agreement through the use of suitable agents, including auditors, legal counsel (who may be counsel to the Administrator and/or the Board), investment advisers, brokers, dealers or other advisers. Notwithstanding Section 11.8 hereof, the Administrator may transmit information concerning the Investment Property and the Participants to such agents.

#### **5.5 Monthly Statements.**

(a) Within 15 days subsequent to the end of each month, the Administrator shall prepare and submit, to each Participant which was a Participant during such month, a statement disclosing any activity and a closing Balance in each of its accounts for such month.

(b) The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

#### **5.6 Reports.**

The Administrator shall prepare or cause to be prepared at least annually (i) a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Participants within ninety (90) days after the close of the period covered thereby.

#### **5.7 Daily Calculation of Program Value and Rate of Return.**

(a) The Administrator shall calculate the Investment Property Value for each Account once on each Business Day at the time and in the manner provided in the Valuation Procedures contained in Exhibit C, hereto.

(b) Upon performing the valuation specified in Section 5.7(a) hereof, the Administrator shall calculate (rounding off to the nearest whole cent) the Balance of each Participant and each Balance of each of the Participants shall be adjusted proportionately so that the total Balances of all the Participants equals the aggregate Investment Property Value for the Accounts.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been determined from time to time by the Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment

Property shall be deemed to be equal to the amount determined from time to time by the Administrator.

(e) The Administrator shall calculate daily the rate of return earned on the Investment Property held in each Account.

### **5.8 Administration of FLCLASS.**

The Administrator shall perform the following administrative functions on behalf of the Board in connection with the implementation of this Interlocal Agreement:

(a) collect and maintain for such period as may be required under any applicable federal or Florida law written records of all transactions affecting the Investment Property or the Balances, including, but not limited to (i) investments by and payments to or on behalf of each Participant; (ii) acquisitions and dispositions of Investment Property; (iii) pledges and releases of collateral securing the Investment Property; (iv) determinations of the Investment Property Value; (v) adjustments to the Participants' Balances; and (vi) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. The Administrator shall maintain the records relating to each Participant in a manner that subdivides the Participant's Balance into sub-accounts or other special accounts to accommodate such Participant's desire to segregate any portion or portions of its Investment Funds;

(b) assist in the organization of Meetings of the Board, including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, which are directed to the Administrator, or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such officer and coordinating such officer's response thereto;

(d) pay all Investment Property Liabilities in accordance with this Interlocal Agreement from any income, profits and gains from the Investment Property (but not from the principal amount thereof); and

(e) engage in marketing activities to encourage eligible Florida public sector entities to become Participants.

### **5.9     Special Sub-Accounts.**

Notwithstanding anything in this Interlocal Agreement to the contrary, the Administrator from time to time may propose to the Board that the Participants establish specially designated sub-accounts with investment criteria, investment and payment procedures, fees or other characteristics different from those set forth in this Interlocal Agreement, but all in compliance with all applicable law. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria, investment management tailored to a particular Participant or additional fees for administering such specially designated sub-accounts. A Participant in its sole discretion may create such a special sub-account using the same procedures for establishing other sub-accounts set forth in this Interlocal Agreement. The establishment of such special sub-accounts and the terms governing the same shall not be deemed an amendment of this Interlocal Agreement. The terms governing each such sub-account shall be worked out between the Administrator and the impacted Participants, and attached hereto as Schedule 5.9 (a), (b) and so on as necessary. The Administrator may calculate the return realized by such special sub-accounts separate and apart from the returns realized by other sub-accounts maintained for each Participant.

## **ARTICLE VI THE CUSTODIAN**

### **6.1     Qualifications.**

(a) The Board, on behalf of the Trust, shall appoint and employ a bank or trust company organized under the laws of the United States of America to serve as Custodian for FLCLASS. Such custodian shall be a qualified "depository" as defined by Chapter 280, Florida Statutes and shall invest all Investment Property in accordance therewith and in accordance with the objectives of the Trust. The Custodian shall have authority to act as the Trust's agent, subject to such restrictions, limitations and other requirements, if any, as may be established by the Board. It is specifically intended that any and all provisions related to the Custodian set forth herein be memorialized in a contract to be entered into between the Trust and the Custodian (the "**Custody Agreement**") and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of the Custodian. In the event of a conflict between the provisions of this Interlocal Agreement and the provisions of the Custody Agreement, this Interlocal Agreement shall prevail.

### **6.2     Successors.**

In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Board shall appoint a successor thereto.

### **6.3. Prohibited Transactions.**

With respect to transactions involving Investment Property, the Custodian shall act strictly as agent for the Trust. The Board shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

### **6.4. Appointment; Sub-Custodians.**

(a) The Custodian may employ other banks and trust companies as sub-custodians, including, without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations set forth in this Interlocal Agreement. The Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian and the Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian.

(b) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Interlocal Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

### **6.5 Powers.**

The Custodian shall perform the following services:

(a) Open and maintain such custody accounts as the Board directs through the Administrator and accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.2 hereof, and the income or earnings derived therefrom.

(b) Hold the Investment Property:

(i) in its vaults physically segregated and held separate and apart from other property of the Custodian;

(ii) in its account at Depository Trust Company or other depository or clearing corporation; or

(iii) in a book entry account with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times.

The Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provided, however, that the custodial relationship and the interests of the Participants regarding such Investment Property shall be noted on the records of the Administrator and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of the Participants to be noted on the records of such depository, clearing house or Federal Reserve Bank.

(c) Notify the Administrator, in writing or verbally with written, email or facsimile confirmation, of any elective action involving the Investment Property.

(d) Upon instruction of the Administrator, the Custodian shall

(i) receive and distribute Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibit A and Exhibit B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 6.5;

(v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property, use its best efforts to: (a) collect, receive and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any personal property; (d) to the extent necessary, be a party to the reorganization of any Person and transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (e) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (f) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements and other instruments; and (g) pay or satisfy any debt or claims; and

(vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Interlocal Agreement.

## **6.6 Custodial Relationship; Custodian Records.**

(a) The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's Balance.

(b) The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property. Within 15 days subsequent to the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the Board.

## **ARTICLE VII FLCLASS COSTS AND EXPENSES**

### **7.1 Expenses.**

In consideration of the performance of its obligations hereunder, the Administrator shall receive a fee as set forth in the Administrator Agreement described in Section 5.2 hereof, which fee shall be paid from the earnings on the Accounts. The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating, if any, the cost of other expenses agreed to by the Administrator and the Board, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the Administrator's and/or Board's legal counsel, the cost of Meetings of the Board, and the costs of Participant surveys and mailings. At least quarterly, the Administrator shall provide a detailed accounting of such expenses to the Board.

### **7.2 Payment of Expenses.**

The Board shall have full and complete power:

(a) To incur and pay any charges or expenses which, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

(b) To reimburse others for the payment therefore, including, but not limited to, the Administrator; and

(c) To pay appropriate compensation or fees from the funds managed under this Interlocal Agreement to persons with whom the Board has contracted or transacted business.

**ARTICLE VIII  
REPRESENTATIONS AND WARRANTIES**

**8.1     Representations and Warranties of Each Participant.**

Each Participant hereby represents and warrants that:

(a)     the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary ordinances and resolutions in order to execute and deliver this Interlocal Agreement and to perform its obligations hereunder, including, without limitation, the appointment of its Authorized Representative; and

(b)     the execution, delivery and performance of this Interlocal Agreement by the Participant are within the power and authority of the Participant and do not violate the laws, rules or regulations of the State of Florida applicable to the Participant or the Participant's charter or its organizational statute, instrument or documents or any other applicable federal, state or local law; and

(c)     the certificates delivered heretofore or hereafter by the Participant pursuant to this Interlocal Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading.

**ARTICLE IX  
COVENANTS**

**9.1     Source of Investments.**

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the State of Florida and any charter, instrument, organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant, and that it will perform all actions required by the laws of the State of Florida and any charter, instrument, or organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant to be done prior to such investment.



## **9.2 Truth of Representations and Warranties.**

Each party to this Interlocal Agreement hereby covenants that it shall use reasonable efforts to withdraw from this Interlocal Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

## **ARTICLE X AMENDMENT AND TERMINATION**

### **10.1 Amendment.**

(a) Unless explicitly set forth otherwise herein, this Interlocal Agreement may be amended only by a majority of the Board. Any amendment that impacts the duties, obligations or rights of either the Administrator or the Custodian shall be reduced to writing and agreed to by the affected party.

(b) Any amendment executed pursuant to Section 10.1(a) hereof will be effective upon the earlier of (i) thirty (30) days after notice is mailed or otherwise delivered, including but not limited to delivery by electronic means, to all existing Participants setting forth such amendment and permitting each Participant to terminate its participation and request payment of its balance.

(c) Notwithstanding the foregoing, the Investment Policy may be amended by a writing consented to by the Board. Any such amendment of the Investment Policy shall become effective thirty (30) days after notice thereof is sent to the Participants, Administrator and Custodian setting forth such amendment.

(d) Notwithstanding the foregoing, Exhibits A, B, and C may be amended by the Board on behalf of the Participants. Any such amendment shall become effective thirty (30) days after notice thereof is mailed to the Participants, Administrator and Custodian setting forth such amendment.

### **10.2 Termination.**

(a) This Interlocal Agreement shall continue in full force and effect unless terminated as set forth in this Section 10.2. This Interlocal Agreement may be terminated at any time pursuant to a duly adopted amendment hereto approved by the unanimous vote of the Board. This Interlocal Agreement shall terminate automatically if either the Program Administration Agreement or the Custody Agreement is not amended to name a new Administrator or Custodian on or before the day that is immediately prior to the date on which the resignation, withdrawal or removal of the Administrator or Custodian would otherwise become effective.

(b) Upon the termination of this Interlocal Agreement pursuant to this Section 10.2:

(i) The Custodian, the Board and the Administrator shall carry on no business in connection with FLCLASS except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) The Custodian, the Board and the Administrator shall proceed to wind up their affairs in connection with FLCLASS, and all of the powers of the Board, Administrator and Custodian under this Interlocal Agreement, the Program Administration Agreement and the Custody Agreement, respectively, shall continue until the affairs of the Board, Administrator and Custodian in connection with FLCLASS shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with FLCLASS; and

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Board, Administrator and Custodian deem necessary for their protection, the Board shall take all necessary actions to cause the distribution of the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Interlocal Agreement and distribution to the Participants as herein provided, the Board shall direct the Administrator to execute and lodge among the records maintained in connection with this Interlocal Agreement an instrument in writing setting forth the fact of such termination, and the Board and Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be cancelled and discharged.

## **ARTICLE XI MISCELLANEOUS**

### **11.1 Governing Law.**

This Interlocal Agreement is executed by the initial Participants and delivered in the State of Florida and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Florida.

### **11.2 Severability.**

The provisions of this Interlocal Agreement are severable, and if any one or more of such provisions (the "**Conflicting Provisions**") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Interlocal Agreement and this Interlocal Agreement may be amended pursuant to Section 10.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Interlocal Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

### **11.3 Counterparts.**

This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

**11.4 No Assignment.**

No party hereto may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Interlocal Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void. The Board agrees not to unreasonably withhold consent to an assignment of this Interlocal Agreement or the Administrator Agreement.

**11.5 Gender; Section Headings and Table of Contents.**

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Agreement nor affect its meaning, construction or effect.

**11.6 No Partnership.**

Other than the creation by the Participants of an interlocal cooperation agreement pursuant to Fla. Stat. §163.01, this Interlocal Agreement does not create or constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Interlocal Agreement to constitute a partnership or any other joint venture or association.

**11.7 Notice.**

Unless oral notice is otherwise allowed in this Interlocal Agreement, all notices required to be sent under this Interlocal Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail properly addressed, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, email, or other electronic means whenever such notice is in a format which may be stored by the receiving party or parties, or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Administrator;

(c) shall be deemed to have been given on the day of such transmission if delivered pursuant to subsection (b)(ii), or on the third day after deposit if delivered pursuant to subsection (b)(i) or (b)(iii); and

(d) any of the methods specified in Section 11.7(b) shall be sufficient to deliver any notice required hereunder, notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

#### **11.8 Confidentiality.**

(a) All information and recommendations furnished by the Administrator to any Participants or the Board that is marked confidential and all information and directions furnished by the Administrator to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. Nothing in this Section shall prevent any party from divulging information as required by law or from divulging information to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply, or from divulging information in accordance with Florida's Government in the Sunshine Law, Florida Statutes, Chapter 286, or Florida's Public Records Act, Florida Statutes, Chapter 119 or to prevent the Administrator from distributing copies of this Interlocal Agreement, the names of the Participants, or the Investment Property Value to third parties.

#### **11.9 Entire Agreement.**

This Interlocal Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

#### **11.10 Disputes.**

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation provided in writing at least 10 days before commencing legal action.

#### **11.11 Writings.**

Whenever this Interlocal Agreement requires a notice, instruction or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic, or micrographic data storage method such as digital discs as well as on paper, so long as such method complies with Chapter 119, Florida Statutes.

**11.12 Effective Date.**

This Interlocal Agreement shall become effective on the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: 3/30/15, as Participant

By: [Signature]  
Name: Ken Burke  
Title Pinellas County Clerk of the Circuit Court  
and Comptroller

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30th day of March, 2015 by Ken Burke, [Participant], who is personally known to me/has produced \_\_\_\_\_ as identification.

[Signature]  
Printed/Typed Name: Karen E. Lamb  
Notary Public-State of: Florida  
Commission Number: FF 083808



**KAREN E. LAMB**  
MY COMMISSION # FF 083808  
EXPIRES: March 19, 2018  
Bonded Thru Budget Notary Services

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: 3 - 31 - 15, as Participant

By: Sharon R. Boek  
Name: Sharon R. Boek  
Title Clerk & Comptroller Palm Beach Co.

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31st day of March, 2015 by Sharon R. Boek, Clerk & Comptroller, Palm Beach County [Participant], who is personally known to me/has produced \_\_\_\_\_ as identification.



**TARA K. RAMOS**  
MY COMMISSION # FF 014906  
EXPIRES: May 6, 2017  
Bonded Thru Budget Notary Services

Tara Ramos  
Printed/Typed Name: TARA RAMOS  
Notary Public-State of: Florida  
Commission Number: \_\_\_\_\_

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: April 6, 2015, as Participant

By: [Signature]  
Name: Scott Randolph  
Title: Tax Collector

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2015 by Scott Randolph, Tax Collector of Orange County [Participant], who is personally known to me/has produced \_\_\_\_\_ as identification.



KELLY J. QUINTERO  
MY COMMISSION # FF 025172  
EXPIRES: June 6, 2017  
Bonded Thru Budget Notary Services

[Signature]  
Printed/Typed Name: Kelly Quintero  
Notary Public-State of: Florida  
Commission Number: FF 025172



## **EXHIBIT A**

### **INVESTMENT PROCEDURES**

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.
2. Receipt of the notice described in (1) by the Administrator as set forth in the Information Statement.
3. If Investment Funds for which notification of investment has been given, are not received by the end of the Business Day on which such notification is given, the Administrator shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.
4. The Participant is prohibited from requesting payments from amounts credited to its Balance pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian for the purchase of securities to be held by the Custodian.
5. These Investment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

## **EXHIBIT B**

### **PAYMENT PROCEDURES**

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount requested to be paid and shall specify from which Account the payment is to be made.
2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.
3. Requests for payments must be received by the Administrator as set forth in the Information Statement.
4. The Participant may only request payments of that portion of its Balance that represents Investment Funds and its proportional share of the income from the Investment Property which in all cases have actually been received by the Custodian.
5. These Payment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

## **EXHIBIT C**

### **VALUATION PROCEDURES**

#### **1. Portfolio Valuation.**

##### **A. Amortized Cost Valuation**

On a daily basis, normally at 3:00 p.m. Eastern time, the Investment Property Value of each Account shall be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

##### **B. Mark to Market**

At least monthly or more frequently if requested by a majority of the Board, the Investment Property Value of each Account shall be determined on a mark to market basis, provided, however, the value of any collateral that is collateralizing any repurchase agreement shall be marked to market on a daily basis.

The market value of all or a part of the securities in the Accounts will be determined from the bid and ask prices for such securities as quoted by an independent nationally recognized pricing service for the Business Day preceding the Business Day on which the determination of such market value is made (plus accrued interest to such preceding Business Day); if the securities are not so quoted on such preceding Business Day, their market value will be determined as of the next preceding Business Day on which they were so quoted. Securities not quoted by an independent nationally recognized pricing service will be valued by taking a bid quote from one primary dealer making a market in such securities or if there is no primary dealer in such securities by such other reasonable method as the Administrator shall determine.

As an alternative to determining the market value pursuant to the foregoing paragraph, the market value of all or a portion of the securities in the Accounts may be determined using the matrix method. Matrix pricing involves grouping securities into a matrix by type, maturity and short-term credit rating. A primary dealer who makes markets in those securities will provide the bid side prices for the matrix.

#### **2. Amendment.**

These Valuation Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement.

## EXHIBIT D

### MODEL RESOLUTION

#### RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE [GOVERNING BODY] OF THE [UNIT OF LOCAL GOVERNMENT] APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the [Unit of Local Government] is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "**Florida Interlocal Cooperation Act**"); and

**WHEREAS**, the Florida Interlocal Cooperation Act authorizes the [Unit of Local Government], together with other local governmental entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

**WHEREAS**, \_\_\_\_\_ and \_\_\_\_\_, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the "**Interlocal Agreement**"), the purpose of which is to provide the [Unit of Local Government] and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System ("**FLCLASS**"), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the [Unit of Local Government] desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

**NOW, THEREFORE, BE IT RESOLVED** by the **[Governing Body]** of the **[Unit of Local Government]** as follows:

**SECTION 1.** The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

**SECTION 2.** Pursuant to Section 2.4 of the Interlocal Agreement, the **[Unit of Local Government]** hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The **[Unit of Local Government]** further agrees to file an executed copy of this Resolution with the Clerk of Court of \_\_\_\_\_ County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon its filing with the Clerk of Court of \_\_\_\_\_ County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED IN PUBLIC SESSION** of the \_\_\_\_\_ of the  
\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, [Assistant] Secretary

**EXHIBIT A TO RESOLUTION**

**COPY OF INTERLOCAL AGREEMENT**

[Attached]

**INSTRUMENT OF ADOPTION**  
of that certain  
Interlocal Agreement for the  
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this "Instrument") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and on behalf of \_\_\_\_\_.

Reference is made to that certain Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of \_\_\_\_\_, 2015, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the "Interlocal Agreement"). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a Unit of Local Government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the Unit of Local Government, authorized to execute this Instrument; (c) the undersigned has tendered to FLCLASS the minimum investment required under the Interlocal Agreement; and (d) the undersigned (i) has taken all required official action to adopt and authorize the execution of the Interlocal Agreement including, without limitation, adopting a written investment policy consistent with the Interlocal Agreement and the Investment Policy adopted thereby or amending or modifying any existing written investment policy not consistent with the Interlocal Agreement or the Investment Policy, and (ii) has furnished to the Board evidence satisfactory to the Board that such official action has been taken.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation that it will maintain a written investment policy consistent with the provisions of the Interlocal Agreement and Investment Policy adopted thereby, as each of the same may be amended from time to time.

[signature page to follow]



**INSTRUMENT OF ADOPTION**  
of that certain  
Interlocal Agreement for the  
Florida Cooperative Liquid Assets Securities System (FLCLASS)

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

**[NAME OF ENTITY]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me/has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Notary Public-State of: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

**AI-10896**

**Clerk & Comptroller's Report 10. 3.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/01/2016

**Issue:** Minutes and Reports

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

**Organization:** Clerk & Comptroller's Office

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## **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 August 18, 2016;
- B. Approve the Minutes of the Regular Board Meeting held August 18, 2016; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 11, 2016.

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## **Attachments**

**20160818 Agenda Work Session**

**20160811 C/W Workshop Report**

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD AUGUST 18, 2016  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:11 a.m. – 11:29 a.m.)

Present: Commissioner Grover C. Robinson IV, Chairman, District 4  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Steven L. Barry, District 5  
Commissioner Lumon J. May, District 3  
Commissioner Douglas B. Underhill, District 2  
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 and Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the August 18, 2016, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and County Attorney Rogers reviewed the Written Communication Items;
  - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; and
  - E. County Attorney Rogers reviewed the County Attorney's Report.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE  
BOARD OF COUNTY COMMISSIONERS  
HELD AUGUST 11, 2016  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:02 a.m. – 11:25 a.m.)

Present: Commissioner Grover C. Robinson, IV, Chairman, District 4  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Lumon J. May, District 3  
Commissioner Douglas B. Underhill, District 2  
Commissioner Steven L. Barry, District 5  
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  
Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman Robinson called the Committee of the Whole (C/W) Workshop to order at 9:02 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on August 6, 2016, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule August 8 – August 12, 2016*, Legal No. 384430.

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 3. RESTORE Advisory Committee Recommended List of Projects and the Multi-Year Implementation Plan

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *RESTORE Direct Component Project Selection and Multi-Year Implementation Plan*, presented by Chips Kirschenfeld and Shelly Marshall, Natural Resources Management Department, and the C/W:

(1) Was advised by Ms. Marshall that:

(a) Staff recommends that Escambia County use a method similar to what the Gulf Coast Ecosystem Restoration Council used, by categorizing projects, as follows:

- Category 1: Fund 1st Phase (planning and design) of top project(s) in each in each of the three categories previously selected by the Board (Economic, Environment, and Infrastructure), and direct staff to seek leveraging funds for construction
- Category 2: Projects the BCC identifies as a priority to be funded as additional funds become available

(b) The benefits of using this method and starting relatively small are as follows:

- Pilot projects will allow staff to submit the Multi-Year Implementation Plan (MYIP) this year and demonstrate the process for administrative and compliance requirements
- Provides shovel-ready projects for other leveraging opportunities
- Allows for flexibility as future opportunities arise by reserving some funds

(c) The County can opt to fund the planning and design of the top project in each of the three categories, or extend the suite of projects by including the top two projects in each of the three categories, which is still approximately half of the year's allocation, which will allows flexibility while creating a suite of projects staff can use to search for leveraging funds; and

(Continued on Page 3)

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 3. Continued...

##### A. Continued...

##### (1) Continued...

(d) The Board needs to decide if it wants to fund any projects this year, and, if so, how many projects or the dollar amount, and authorize staff to submit the MYIP with the selected projects; and

(2) Agreed to submit two projects per Commissioner for staff to evaluate for potential leveraging for funds, for presentation at a future C/W Workshop; and

##### B. Board Direction – None.

#### 4. Animal Services Advisory Committee

A. Board Discussion – The C/W was advised by John Robinson, Animal Services Manager, that the Animal Services Advisory Committee has not been able to establish a quorum to meet since November 2014, and there is currently no longer a need for the Committee to continue; and

B. Board Direction – The C/W recommends the Board approve sunsetting the Animal Services Advisory Committee and recognizing the people who have served so well on it at a scheduled meeting, and direct staff to prepare that Proclamation and recognition.

### **Recommended 5-0**

#### Speaker(s):

Pattie Krakowski  
Diane Ritchie

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 5. Transit Development Plan 5-Year Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Connections 2026 Escambia County's 10-Year Transit Development Plan*, presented by Richard Dreyer, Associate Principal at Tindale Oliver, was advised that:

(1) The recommendations for improvement included in the Transit Development Plan (TDP) for Escambia County Area Transit (ECAT), are as follows:

- (a) Adding "Flex Service," which entails one or two buses dedicated in an area, with only a few stops that are in major locations, where riders call in for rides and are picked up from their home or other location instead of a bus stop, (Cantonment, Century, and Gulf Beach Highway have been identified as potential areas for "flex service");
- (b) Priorities for improvements to existing routes include later weekday service on all routes, increased Saturday frequency, double weekday frequency on some routes, adding Sunday service to some routes, and extending Route 47 to Nine Mile Road;
- (c) New local route priorities, including a Navy Federal connector, a Navy Federal-Downtown Express, new flex routes, a Pensacola-Perdido Key route, and Downtown Trolley;
- (d) New regional route priorities include a Pensacola-Navarre Express, Pensacola-Milton Express, Milton Flex, and Orange Beach-Perdido Key Limited Express; and
- (e) Other needs include capital improvements to bus stop infrastructure and facilities, connections to the Water Ferry, shared lot agreements for park and ride facilities, regulations review, partnerships with other ride-sourcing companies, ride voucher programs, and transit signal priority;

(Continued on Page 5)

## REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

### AGENDA NUMBER – Continued

#### 5. Continued...

##### A. Continued...

- (2) The TDP also includes a Cost Feasible Plan, which anticipates applying all available and anticipated funds to the improvements on the needs plan over the ten-year timeframe, (no new Escambia County funding is needed because all additional funding is from outside sources; however, if anticipated funds are not received, service continues at the present level and ECAT will report why the change was not implemented and what is being done instead on the annual progress report);
- (3) The final TDP document is on the August 18, 2016, Regular Board meeting agenda for adoption, in order to be submitted by September 1, 2016, to the Florida Department of Transportation; and

##### B. Board Direction – None.

### ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

#### 1. Correspondence Related to the Escambia County Extension Office

- A. Board Discussion – The C/W discussed the issues at the Extension Office, and heard Commissioner Barry's request to discuss this topic at the September 1, 2016, Regular Board meeting; and

##### B. Board Direction – None.

(COMMISSIONER ROBERTSON WAS ABSENT DURING DISCUSSION OF THIS ITEM)

### AGENDA NUMBER – Continued

#### 6. Adjourn

Chairman Robinson declared the C/W Workshop adjourned at 11:25 a.m.





## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-10721**

**Growth Management Report 10. 1.**

**BCC Regular Meeting**

**Meeting Date:** 09/01/2016

**Issue:** Review of Rezoning Case Heard before the Planning Board on August 2, 2016

**From:** Horace Jones, Director

**Organization:** Development Services

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**RECOMMENDATION:**

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on August 2, 2016

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 2, 2016:

- A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2016-06 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

**1. Case No.:**

**Z-2016-06**

Address: 325 East Commerce Street

Property Reference No.: 51-2S-30-7061-004-024

Property Size: 0.52 (+/-) acres

From: MDR, Medium Density Residential district (10 du/acre)

To: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 2

Requested by: Joe Wanek, Agent for Terry Teschel, Owner

Planning Board Approval

Recommendation:

Speakers: Joe Wanek, John Price, Neal Smith, Robert Heinicke, David Bryant

**BACKGROUND:**

The above case was owner initiated and heard at the August 2, 2016, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request."

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning case. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

**BUDGETARY IMPACT:**

This action may increase the ad valorem tax base for Escambia County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

**IMPLEMENTATION/COORDINATION:**

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

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**Attachments**

Z-2016-06

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# Z-2016-06

ESCAMBIA COUNTY PLANNING BOARD REZONING HEARING - AUGUST 2, 2016

<p>9</p> <p>1 and describe the communication.</p> <p>2 As required by Section 2.07.2 of the Escambia</p> <p>3 County Land Development Code, the Planning Board's</p> <p>4 recommendations to the BCC shall include</p> <p>08:43AM 5 consideration of the following six approval</p> <p>6 conditions.</p> <p>7 Consistent with the Comprehensive Plan. The</p> <p>8 proposed rezoning is consistent with the goals,</p> <p>9 objectives and policies of the Comprehensive Plan</p> <p>08:43AM 10 and not in conflict with any of those provisions.</p> <p>11 Consistent with the LDC. The proposed rezoning</p> <p>12 is consistent with the stated purpose and intent of</p> <p>13 the LDC and not in conflict with any of its</p> <p>14 provisions.</p> <p>08:43AM 15 Compatibility. All land uses, development</p> <p>16 activities, and conditions allowed by the proposed</p> <p>17 zoning are compatible with the surrounding</p> <p>18 conforming uses, activities and conditions and are</p> <p>19 able to coexist in relative proximity to them in a</p> <p>20 stable fashion over time such that no use, activity,</p> <p>21 or condition negatively impacts another.</p> <p>22 The appropriateness of the rezoning is not</p> <p>23 limited to any specific use that may be proposed,</p> <p>24 but is evident for all permitted uses of the</p> <p>25 requested zoning. This committee shall not apply to</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>11</p> <p>1 <b>CASE NO: Z-2016-06</b></p> <p>2 Applicant: Joe Wanek, Agent for Terry Teschel, Owner</p> <p>Address: 325 East Commerce Street</p> <p>3 Property</p> <p>Size: 0.52 +/- acres</p> <p>4 From: MDR, Medium Density Residential</p> <p>District (10 du/acre)</p> <p>5 To: Com, Commercial district (25 du/acre,</p> <p>Lodging unit density not limited by zoning)</p> <p>6</p> <hr/> <p>7 MR. TATE: There is one case to be heard today.</p> <p>8 This case, the application for consideration, is</p> <p>9 Case Number Z-2016-06, which requests rezoning of</p> <p>08:45AM 10 the property from MDR to C. It's approximately a</p> <p>11 half acre in size, as requested by the applicant and</p> <p>12 his representative today.</p> <p>13 Members of the Board, have there been any</p> <p>14 ex parte communication between you and the applicant</p> <p>08:45AM 15 or the applicant's agents, attorneys or witnesses or</p> <p>16 fellow Planning Board members or anyone from the</p> <p>17 general public prior to this hearing? Have you</p> <p>18 visited the subject property? Please also disclose</p> <p>19 if you are a relative or business associate of</p> <p>08:46AM 20 applicant or the applicant's agent.</p> <p>21 We'll go ahead and start to my far left and</p> <p>22 just go through the Board to answer these questions.</p> <p>23 Stephanie, we'll start with you.</p> <p>24 MS. ORAM: Good morning, all. I am acquainted</p> <p>08:46AM 25 with the property. Otherwise no to all.</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p>10</p> <p>1 any conditional uses of the proposed district or</p> <p>2 compatibility with nonconforming or unapproved uses,</p> <p>3 activities, or conditions.</p> <p>4 Changed Conditions. The area to which the</p> <p>5 proposed rezoning would apply has changed, or is</p> <p>6 changing, to such a degree that it is in the public</p> <p>7 interest to encourage new uses, density, or</p> <p>8 intensity in the area through rezoning.</p> <p>9 Development patterns. The proposed rezoning</p> <p>10 would contribute to or result in a logical and</p> <p>11 orderly development pattern.</p> <p>12 And finally, the effect on the natural</p> <p>13 environment. The proposed rezoning would not</p> <p>14 increase the probability of any significant adverse</p> <p>15 impacts on the natural environment.</p> <p>16 At the beginning of each case, as long as there</p> <p>17 are no objections from the applicant, we will allow</p> <p>18 staff to briefly present the location and zoning</p> <p>19 maps and photos for the property. Next, we will</p> <p>20 hear from the applicant and any witnesses that he or</p> <p>21 she may wish to call. Then, we will hear from the</p> <p>22 staff and any witnesses they may wish to call.</p> <p>23 Finally, we will hear from members of the public who</p> <p>24 have filed a Speaker Request Form.</p> <p>25 (Transcript continues on Page 11.)</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>12</p> <p>1 MS. HIGHTOWER: Good morning. I had a</p> <p>2 conversation with someone who is interested in</p> <p>3 purchasing the property and they wanted to know</p> <p>4 about the zoning process and I directed them to</p> <p>08:46AM 5 Mr. Jones. No to everything else.</p> <p>6 MR. HOWARD: Good morning, everyone. I am</p> <p>7 unfamiliar with this piece of property and the</p> <p>8 specific individuals named, so no to everything,</p> <p>9 sir.</p> <p>08:46AM 10 MR. PYLE: No ex parte communication and I am</p> <p>11 familiar with the property.</p> <p>12 MR. TATE: I have had no ex parte</p> <p>13 communication, however, I am familiar with the</p> <p>14 property.</p> <p>08:46AM 15 MR. CORDES: No to all.</p> <p>16 MR. WINGATE: I'm familiar with the piece of</p> <p>17 property but I've had no communications with the</p> <p>18 property.</p> <p>19 MR. RUSHING: Very familiar with the property,</p> <p>08:46AM 20 but no communication.</p> <p>21 MR. TATE: Staff, was notice of the hearing</p> <p>22 sent to all interested parties?</p> <p>23 MS. ROBINSON: Yes.</p> <p>24 MR TATE: Was notice of the hearing posted on</p> <p>08:47AM 25 the subject property?</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

# ESCAMBIA COUNTY PLANNING BOARD REZONING HEARING - AUGUST 2, 2016

		13			15
	1	MS. ROBINSON: Yes.		1	list of the 500-foot radius that we send out. That
	2	MR TATE: All right. We'll now allow Staff to		2	concludes staff's presentation on the pictures and
	3	present the maps and photographs for Case Z-2016-06.		3	the maps.
	4	(Presentation of Maps and Photographs.)		4	MR TATE: Thank you. At this time I'm going to
08:47AM	5	MS. CAIN: This is Z-2016-06, 325 East Commerce	08:50AM	5	ask the applicant's representative to come forward.
	6	Street, requesting from MDR to Commercial. It's		6	Joe, if you would. Please forgive the familiarity,
	7	also in the Warrington Overlay and in the AIPD-2.		7	but I don't know how to pronounce your last name.
	8	This first map is the location map showing the		8	MR. WANEK: It's Wanek.
	9	location of the site on Commerce Street. This is a		9	MR TATE: Mr. Wanek, would you please be sworn
08:47AM	10	zoning map showing the 500-foot radius with the	08:50AM	10	in now?
	11	current zoning of MDR, surrounded by MDR and		11	(Joseph A. Wanek sworn.)
	12	Commercial. This is the Future Land Use Map showing		12	MR TATE: Can you state your full name and
	13	the Future Land Use of Mixed Use Urban. This is the		13	address for the record?
	14	existing land use map showing the subject parcel		14	MR. WANEK: Joseph A. Wanek, 412 West Lloyd
08:48AM	15	outlined in green and then all the other parcels in	08:50AM	15	Street, Pensacola, Florida.
	16	the surrounding 500-foot.		16	MR TATE: Thank you. Have you received a copy
	17	This is an aerial photograph of the site. This		17	of the Rezoning Hearing Package with the
	18	is the Community Redevelopment Area and the		18	Findings-of-Fact?
	19	Warrington Overlay. This is the AIPD-2 map. This		19	MR. WANEK: I sure did.
08:48AM	20	is our public notice sign posted on the site. This	08:50AM	20	MR TATE: Do you understand that you have the
	21	is looking into the subject parcel. The building		21	burden of providing substantial and competent
	22	you see is actually the -- this is the entrance or		22	evidence that the proposed rezoning is consistent
	23	driveway to the parcel. This is just a picture I		23	with the Comp Plan, furthers the goals, objectives
	24	tried to take of the building which isn't very good		24	and policies of the Comprehensive Plan and is not in
08:48AM	25	because there was somebody in the way of the left	08:51AM	25	conflict with any portion of the Land Development
		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM			850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
		14			16
	1	side. This is just another view looking toward the		1	Code?
	2	parcel. If you notice the chain link fence, that's		2	MR. WANEK: I do to the best of my ability.
	3	the other parcel in front that's already zoned		3	MR TATE: All right. If you would like to do
	4	Commercial. This is looking south along Commerce		4	your presentation at this time.
08:49AM	5	Street, the adjacent commerce parcel.	08:51AM	5	MR. WANEK: I will. I'm Joe Wanek. Good
	6	And did take some pictures from the surrounding		6	morning, folks. I'm a Realtor that's helping the
	7	area just so you would get a view or feel of what		7	family sell the piece of property that they own.
	8	was around it. This is looking east from the		8	It's been in the family over 30-something years.
	9	subject property along Commerce Street, toward 3rd		9	The family is -- due to the death of the father and
08:49AM	10	Street, I believe. This is looking north from	08:51AM	10	the kids are now disabled, they need to sell the
	11	Commerce and 3rd and back in the back that is a		11	property for income.
	12	church. Looking north along 3rd Avenue toward		12	What happened is this property was built in
	13	Barrancas Avenue. This is looking north across from		13	1979 as a warehouse for their personal business,
	14	the subject property on Commerce Street.		14	which they operated for 30 years as a commercial
08:49AM	15	Looking north into the commercial parcel that	08:51AM	15	enterprise in that location, very well-known in the
	16	fronts Barrancas Avenue that I see people have been		16	neighborhood and the family and were very compatible
	17	traversing from Barrancas to Commerce, like a cut		17	with everybody.
	18	-through. This is looking east along Commerce from		18	In 2009, due to illness, they closed the
	19	the subject property and then the Lutheran Church		19	business down and, therefore, they lost their
08:49AM	20	right next to it on the right.	08:52AM	20	commercial status of -- it was nonconforming. It
	21	This is another view looking east along		21	went back to residential.
	22	Commerce. This is looking onto the church parcel		22	So in 2014 they had sold a piece of property in
	23	which is adjacent to the subject site that I		23	front of it to another friend of theirs, and that
	24	mentioned. This is our mailing map that we get from		24	piece of property, which you saw in front, in 2014
08:50AM	25	the property appraiser's site. This is our mailing	08:52AM	25	they wanted to rezone it Commercial. They did not
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1 have the money to make the application, so didn't go  
2 along with the program. They should have gone at  
3 the same time and had all the property rezoned back  
4 to Commercial, but they didn't have the money.

08:52AM 5 So now they have scraped up enough money to  
6 make the application and we've got a prospective  
7 buyer for the property only on the condition that  
8 the property is rezoned Commercial. Therefore, the  
9 property is basically valueless without being  
08:52AM 10 rezoned Commercial because it's got a big 3,500  
11 square foot warehouse and a 600 square foot office  
12 on the property and it can't be used for much of  
13 anything else than a commercial piece of property.  
14 Therefore, in 2014, the other property in front  
08:53AM 15 went before the Board and got a rezoning to  
16 Commercial, so they've already been rezoned. So now  
17 that they need to sell the property, we are going in  
18 front of you, Board, to see if you will also rezone  
19 the rest of the property commercial so that it can  
08:53AM 20 be sold for a fair price so the family can have some  
21 income that they need so desperately.  
22 Also this piece of property has that narrow  
23 entranceway into it. The neighbor, which owns the  
24 property in front, has given them an easement so  
08:53AM 25 that they have a little wider piece of property for

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1 trucks or vehicles to go back into there to get to  
2 that property. So there is a legitimate easement to  
3 give them a wider berth to go back to the property  
4 in the back.

08:54AM 5 Other than that, you know, we've had people --  
6 everybody that looks at the property wants to  
7 purchase the property always has a codicil in the  
8 contract that if it's not zoned Commercial then they  
9 get out of their contract. There's very -- it's  
08:54AM 10 basically no use of the property other than that.  
11 I talked to several neighbors in the area.  
12 I've got three or four calls after the notices the  
13 were put out and everybody was very complimentary  
14 and had no problem with it. There's a Davenport  
08:54AM 15 Homeowners Association behind it. Their president  
16 called and, you know, wanted to know what was going  
17 on. We explained it to them. They had no problem  
18 with it. They knew the family. They know the type  
19 of people they are and no one in the neighborhood  
08:55AM 20 has ever complained about it.  
21 The church it would have been a perfect  
22 opportunity for them to buy it and expand there, but  
23 like every other church in the area, their  
24 congregation is smaller, their collections are  
08:55AM 25 smaller, they don't have the money, so they can't

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1 afford to buy the piece of property which they would  
2 like to have.

3 That's where we are today. We just were hoping  
4 that the Board will go along with what they did in  
08:55AM 5 2014 with the front of the property and zoning it  
6 Commercial, make the rest of the property  
7 Commercial.

8 And we feel it's very compatible with the  
9 neighborhood. There's been no objections to it.  
08:55AM 10 There's been no people in the neighborhood  
11 complaining about it and we would hope that for the  
12 family's sake that we would be able to get it, you  
13 know, zoned Commercial.

14 We have a contract on it now with the  
08:55AM 15 stipulation that it is zoned Commercial. The people  
16 that have put the contract are here to testify. The  
17 people that are going to buy the property if it's  
18 zoned Commercial would be the Friends of the  
19 Library.

08:56AM 20 It will be very low impact business that goes  
21 in there. It would be very beneficial for the  
22 property. It will improve the value of the property  
23 because the property actually brought up to code --  
24 not to code and everything, but will be cleaned up  
08:56AM 25 and renovated to where it should be and it will be a

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1 better neighbor to the people in the surrounding  
2 area.

3 If you have any questions, I would be glad to  
4 answer them.

08:56AM 5 MR TATE: Staff, do you have any questions of  
6 applicant?  
7 MS. CAIN: No, sir.

8 MR TATE: I have one question just for  
9 clarification. In both our written package and in  
08:56AM 10 your testimony they refer to the front property or  
11 the other property. My understanding, and please  
12 correct if I'm wrong, those are now different  
13 ownership.

14 MR. WANEK: Yes.

08:57AM 15 MR TATE: And will remain that way, there's no  
16 real relation between those other than being  
17 contiguous to each other?

18 MR. WANEK: Just contiguous. That was where  
19 their grandfather had his hardware store. There was  
08:57AM 20 a hardware store run there in that location for many  
21 years, grandfathered in as Commercial. So they sold  
22 it to this other person that stores race cars there,  
23 that's why the fence is there and the big van. He  
24 just uses it to store his toys, his expensive toys.  
08:57AM 25 So that's what he's got. So they sold that part of

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		21			23
	1	the property and it was rezoned in 2014.		1	commercial could be incompatible. The commercial
	2	MR TATE: Do you have anything further to		2	property on the north side -- most of the property
	3	present to the Board at this time?		3	on the north side of Commerce Street is all
	4	MR. WANEK: No, sir.		4	commercial. Whereas, the south side is residential
08:57AM	5	MR TATE: If you just want to have a seat we'll	09:00AM	5	and behind it is residential uses. I think there's
	6	get back to you. At this time I'll ask the staff to		6	a couple of schools and churches in the area.
	7	complete their presentation.		7	Changed conditions. The area does not appear
	8	(Presentation by Allyson Cain, previously		8	to be changing to a degree that any new uses or
	9	sworn.)		9	intensities would be encouraged, because it is
08:57AM	10	MS. CAIN: Good morning, again. Allyson Cain,	09:00AM	10	mostly on that side residential.
	11	Urban Planner.		11	The small adjacent parcel to the north as
	12	The first criteria for consistency with the		12	mentioned earlier was once part of the subject
	13	Comprehensive Plan, it does meet the Comprehensive		13	property and then after the original piece of land
	14	Plan purpose and intent of Mixed Use Urban, which		14	was split the parcel to the north did request a
08:58AM	15	does allow a mix of residential and commercial on	09:00AM	15	rezoning to Commercial and was approved.
	16	the site.		16	Development patterns. The amendment wouldn't
	17	Consistency with the Land Development Code we		17	result in a logical and orderly development pattern
	18	found that it did not meet. It wasn't consistent		18	only because the majority of the commercial sites
	19	with the intent and purpose of the Land Development		19	are on the north side of Commerce Street, primarily
08:58AM	20	Code. The existing building, even though it has	09:00AM	20	access the businesses from Barrancas Avenue, which
	21	been used for commercial purposes and as the		21	is also an arterial roadway.
	22	applicant stated after not being in use it did lose		22	The effects on the natural environment. There
	23	its legal nonconforming uses, the rezoning to		23	were no hydric soils or wetlands noted on the
	24	Commercial would allow the property owner to develop		24	property so that wouldn't have an effect on the
08:58AM	25	a more intense use than is allowed by the current	09:01AM	25	site.
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	1	Medium Density Residential.		1	I believe that's all my criteria, if you have
	2	The parcel is also along a local street. It		2	any questions.
	3	doesn't meet the location criteria, which requires		3	MR TATE: All right.
	4	it to be along a collector or arterial roadway.		4	Sir, do you have any question of staff at this
08:58AM	5	The property is in AIPD overlay area and the	09:01AM	5	time?
	6	density and minimum lot sizes they will not be		6	MR. WANEK: No. They've been very cooperative.
	7	modified by the requirements of the AIPD-2.		7	Very nice.
	8	The parcel is also in the Warrington Overlay,		8	MR TATE: Do you have anything further for the
	9	and any of the commercial development in the future		9	Board?
08:59AM	10	will have to follow the requirements of the Land	09:01AM	10	MS. CAIN: No, sir.
	11	Development Code for the Warrington Overlay and		11	MR TATE: All right. At this time we'll ask
	12	3-3.8. And I believe Ms. Long is here from the		12	those members of the public who wish to speak on
	13	redevelopment area, but they had no comments at this		13	this matter please note the Planning Board bases its
	14	time, but if you have any questions, she's here to		14	decision on the approval conditions and exceptions
08:59AM	15	answer any.	09:01AM	15	described in Section 2-7.2 of the Escambia County
	16	Compatible with the surrounding uses. The		16	Land Development Code.
	17	property -- the area is MDR and Commercial all		17	During its deliberations, the Planning Board
	18	around it. The parcel currently does have a		18	will not consider general statements of support or
	19	commercial building on the site and it has for years		19	opposition. Accordingly, please limit your
08:59AM	20	coexisted with the existing churches in the area and	09:01AM	20	testimony to the approval conditions and exceptions
	21	residential and then the commercial that's on the		21	described in Section 2-7.2.
	22	north side of Commerce Street.		22	Please also note that only those individuals
	23	There are single-family residences and churches		23	who are present and give testimony on the record at
	24	within the area and it appears that the allowable		24	this hearing before the Planning Board will be
08:59AM	25	uses that are requested from the rezoning for the	09:02AM	25	allowed to speak at the subsequent hearing before
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1 the BCC.

2 I do have several members of the public who

3 have signed up to speak today. I just want to give

4 a little bit of direction as we get into this. Some

09:02AM 5 of you may have questions about what the applicant

6 or the intended purchaser may wish to do with the

7 property. While that's good information, I want you

8 all to know that what we have to look at is anything

9 that's allowed within that zoning category of

09:02AM 10 Commercial.

11 So while we've heard testimony as to who may

12 buy it and what they may do, that could change

13 tomorrow, so we have to look at the bigger picture

14 of who it's going to be.

09:02AM 15 And as you give testimony today, what we would

16 ask is that you would -- could you go back to what

17 was on the board just a minute ago? This is the

18 criteria that we look at and so if you have a

19 statement of support or a statement against, we

09:03AM 20 would ask that you support those with one of these

21 categories, you don't believe it's consistent, you

22 don't believe, you know, whatever it is or you

23 believe that it's very compatible with the

24 surrounding uses.

09:03AM 25 You may have questions. We may or may not be

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1 able to answer them or this may not be the

2 appropriate meeting for those questions to be

3 answered and we will field them as we go and give

4 you the best information that we can.

09:03AM 5 I'm just going to take these in the order that

6 I have. Mr. John Price. Would you come forward and

7 state your full name and address for the record?

8 MR. PRICE: My name is John Price and I am the

9 principal of Redeemer Lutheran School, church and

09:03AM 10 school, there on 333 Commerce Street.

11 MR. TATE: Okay. Would you be sworn in.

12 (John Price sworn.)

13 MR TATE: Thank you, Mr. Price. Please

14 proceed.

09:04AM 15 MR. PRICE: Well, like I said earlier, I'm the

16 principal of Redeemer Lutheran School, so I'm very

17 concerned about what business would be there and

18 whatever they do. And as you had said, we don't

19 necessarily know what entity would actually end up

09:04AM 20 there.

21 On the south side of this there's a wooden

22 fence that goes around and we are on the east and

23 south side of the border of this property. We have

24 a playground on the opposite -- on the south side

09:04AM 25 and, you know, that's for our children, so whatever

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1 business there would have an impact. And that's why

2 I was here more, you know, what is going on, how

3 does it impact us and the children that we serve.

4 The school has been there for over 60 years and

09:04AM 5 we have been compatible with the businesses in the

6 past and our concern is we want to continue that in

7 the future. But as you said, not knowing what that

8 property would be used for could be a detriment to

9 the population that we serve, which is the younger

09:04AM 10 generation of our community. So that's kind of

11 where I am.

12 MR TATE: I can tell you that because of the

13 number of churches and schools that are in very

14 close proximity there's some inherent protection

09:05AM 15 already built into things that can't happen that

16 would maybe have a negative impact on the schools

17 full of children.

18 Also, within the development code there are

19 standards that somebody would have to meet in order

09:05AM 20 to operate a certain type of business. One of the

21 things I can say, and please correct me if I'm

22 wrong, anything that would happen on this property

23 would be interior to a building. There wouldn't be

24 exterior activities. It would be interior to the

09:05AM 25 building. There wouldn't be things going on out in

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1 the lot and that of kind of thing around the

2 building, storage, et cetera.

3 But the requirements for like signage and

4 screening and lighting, all those are things that

09:05AM 5 are in place but happen after this meeting in the

6 development review. So depending on whether or not

7 the applicant would have -- how they were using the

8 property and whether they would be required to come

9 before the Development Review Committee would be

09:06AM 10 based on what the applicant plans to do. So there

11 are standards there but we can't necessarily say

12 they have to do this, they have to do this. It's

13 going to be contingent on what they plan to do.

14 MR. PRICE: And another concern I had was

09:06AM 15 traffic. I have no idea how that would impact. As

16 they said it is a smaller street. It's not that

17 busy. And then our dismissal and drop off

18 procedures would be affected by the amount of

19 traffic, if that's part of it. I don't know how

09:06AM 20 that would impact, but that is a safety concern, as

21 well.

22 MR TATE: Traffic is always a consideration in

23 a commercial property and commercial properties have

24 specific directions on where their traffic can and

09:06AM 25 can't go in a residential neighborhood. However,

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1 because of its location, some of those are not going  
2 to be factors because there is only this way in and  
3 out. So there would be -- you know, whether or not  
4 that's compatible would be something, too, that  
09:07AM 5 would have to be done through the Development Review  
6 Committee.  
7 Is that correct?  
8 MS. CAIN: Yes, sir.  
9 MR. JONES: Also, too, Mr. Tate, as Allyson  
09:07AM 10 stated in her Findings-of-Fact, according to what we  
11 discovered it does not meet the locational criteria,  
12 so that's something that you will have to -- traffic  
13 will definitely be an issue from what we discovered,  
14 being that is all local roads and Commerce is a  
09:07AM 15 local road.  
16 So that's why in her Findings-of-Fact she  
17 stated it does not meet the locational criteria per  
18 the Land Development Code. So that's something you  
19 will have to consider. And you have the option to  
09:07AM 20 accept his compatibility analysis or waive it. Yet  
21 it would definitely be a factor going forward for  
22 this project.  
23 Like you stated, although the use was  
24 mentioned, but there are some other uses listed in  
09:08AM 25 C-1 and in C that as Allyson stated in her

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1 Findings-of-Fact they're intense, that may cause  
2 some challenges on the development of this site. So  
3 there are intense uses that still could be allowed.  
4 That could definitely be a factor.  
09:08AM 5 MR TATE: Most of which -- I'm going to be  
6 careful how to say this. There's not a lot of  
7 square footage here to work with sitewise, so, you  
8 know, you have to take that into consideration. I  
9 can't say somebody can or can't do this or that, but  
09:08AM 10 the reality is there's a footprint, the size of the  
11 property in and of itself let alone the buildings  
12 only allow for a certain amount of any type of  
13 business.  
14 MR. PRICE: I understand. Like I said, the  
09:08AM 15 reason I was here was just the concern of, like I  
16 said, we have a playground right on the other side,  
17 so whatever is there would affect us greatly.  
18 That's why I came and what my concerns are.  
19 MR TATE: Do you have any other comments or  
09:09AM 20 questions?  
21 MR. PRICE: No.  
22 MR TATE: Thank you for your time.  
23 MR. PRICE: Thank you.  
24 MR. TATE: Mr. Neal Smith.  
09:09AM 25 MS. SMITH: Yes.

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1 MR TATE: Come forward and state your name and  
2 address for the record and be sworn in.  
3 MS. SMITH: My name is Neal Smith. I live at  
4 5754 Ventura Lane, Pensacola.  
09:09AM 5 (Neal Smith sworn.)  
6 MR. SMITH: Good morning. I've been a member  
7 of Redeemer Lutheran Church and a certain part of  
8 the school for many, many years. I have basically  
9 two concerns. One, of course, would be what  
09:09AM 10 commercial entity would be there and I realize there  
11 are restrictions that you can't address right now.  
12 We think about the noise, also, what could occur in  
13 the warehouse or the other building.  
14 The pictures that were depicted up here did not  
09:10AM 15 show the warehouse. You just saw a small portion of  
16 the office, but it's a significant sized building.  
17 We're concerned whether a noise factor would arise  
18 that might impact the school, as well as the  
19 playground.  
09:10AM 20 The other concern I have is environmentally. I  
21 don't know if an environmental study has been done  
22 on that property. I know that there were chemicals  
23 or things that were being utilized or flushing out  
24 of perhaps some tanks, et cetera. I think an  
09:10AM 25 environmental study needs to be done if it has not

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1 been done and may or may not impact the usage of  
2 that property. So that's basically my concern and  
3 how it might impact the sale of the property. Thank  
4 you.  
09:10AM 5 MR TATE: Thank you. One thing that we can  
6 state based on the Land Development Code the  
7 activities in a commercial facility like that,  
8 noise, vibration, those type of things, must be  
9 contained in that building. I'm not saying that  
09:11AM 10 happens everywhere we have these types of  
11 facilities.  
12 In regards to whether or not there's any type  
13 of environmental impact is really between the  
14 purchaser and seller and whether or not they've done  
09:11AM 15 due diligence.  
16 MS. SMITH: Thank you.  
17 MR TATE: Thank you.  
18 All right. Mr. Robert Heinicke. Could you  
19 come forward and state your name and address for the  
09:11AM 20 record and be sworn in?  
21 MR. HEINICKE: Robert Scott Heinicke, 8206  
22 Li-Fair Drive, Pensacola, Florida 32506.  
23 (Robert Scott Heinicke, previously sworn.)  
24 MR. HEINICKE: Basically my questions have been  
09:11AM 25 answered and comments I would make already, so I'll

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1 just defer to others.

2 MR TATE: Thank you.

3 And, finally, this is the last speaker request

4 form we have. If there's anybody else wishes to

09:12AM 5 speak I would ask that you fill out a speaker

6 request form.

7 Mr. David Bryant.

8 MR. BRYANT: Good morning.

9 MR. TATE: State your name and address and be

09:12AM 10 sworn in for the record.

11 MR. BRYANT: David Bryant, 916 Brookside Place,

12 Pensacola, Florida.

13 (David Bryant sworn.)

14 MR. BRYANT: Thank you for the opportunity to

09:12AM 15 speak. My name is David Bryant. I'm the treasurer

16 of the Friends of the Library. We're actually the

17 purchaser that everyone is referring and so I

18 understand that you must consider the most intense

19 uses, but I think for the benefit of some of the

09:12AM 20 people that are concerned here I'll give a little

21 explanation of what our intent is.

22 We accept donations of books and then once a

23 week a group of volunteers gathers, sorts through

24 those donations, boxes them up and stores them. And

09:12AM 25 once every six months we take those donations down

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1 to the library and sell them.

2 MR TATE: My wife buys bunches.

3 MR. BRYANT: So I think the concerns about

4 noise or what the intended uses are, we're going to

09:13AM 5 be storing a bunch of books. And so we hope to be a

6 good neighbor to the surrounding community. We're

7 excited about the opportunity being next to the

8 church. We think there's some opportunities to

9 partner there. We're excited about it.

09:13AM 10 We support the petitioner's application. I

11 think that when you rezoned the property at the

12 front of the adjacent property the staff actually

13 found that the proposed amendment was compatible

14 with the surrounding uses and I think given what our

09:13AM 15 intended use is I think we would be a good neighbor

16 and a good fit.

17 MR TATE: Thank you. Thank you for your time.

18 Is there anybody else who wishes to speak? If

19 not, I'll now close the public comment portion of

09:14AM 20 this hearing.

21 Board members, do you have any questions for

22 the applicant, staff or members of the public?

23 MR. HOWARD: I do.

24 MR. TATE: Go ahead.

09:14AM 25 MR. HOWARD: First of all, I just want to say

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1 thank you everybody for your testimony. It shows

2 that people care a great deal about our community.

3 I just have a few questions.

4 We have to assume max usage in the future and

09:14AM 5 so the first question I have is probably legal in

6 nature and if I could get some insight on this. If

7 we do this, they will have still other remedies

8 available like, let's say, eventually some more

9 intense usage comes into place, they would still

09:14AM 10 have nuisance remedies or something of nature in

11 place if necessary?

12 MR. JONES: Unless there is a complaint that's

13 filed. If it is rezoned commercial, unless there's

14 a complaint that filed with nuisance, that's the

09:14AM 15 only type of relief that they can have. There's got

16 to be a Code Enforcement action on it from one of

17 the surrounding properties.

18 And I do want to stress again, the lot is

19 constrained. However, with the commercial uses that

09:15AM 20 are allowed there some of these intense uses could

21 go in that existing building and it could be an

22 impact.

23 There's always a possibility for a -- you can

24 always accept a downzoning, because some of the uses

09:15AM 25 are intense, although it constrained, it's a very

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1 small lot. It is constrained.

2 MR TATE: Mr. Howard, can I jump in for a

3 moment just to ask a question about what he just

4 said? You said downzoning, which would be HDMU.

09:15AM 5 HDMU allows warehousing, but it's only for public

6 and civic uses. I don't know where the Friends of

7 the Library specifically fall in that regard or is

8 that one of those -- we talked about this several

9 weeks ago, not in a rezoning, but it may be a

09:16AM 10 conditional use of HDMU. But is that one of those

11 things -- why would we allow for public and civic

12 and not for private companies. You know, it was

13 like okay, it's fine for you to go store some stuff

14 over there for the Planning Board, but it's not fine

09:16AM 15 for me who happens to own this other. We talked

16 about that as we were working through these and I

17 don't remember where we came out on that.

18 MR. JONES: This is -- a warehouse could be

19 allowed. Now, there are certain type of uses within

09:16AM 20 a warehouse that could trigger another type of a use

21 that's contained in the Land Development Code. For

22 example, if they were storing gasoline or other more

23 intense chemicals that pushes to a whole other part

24 of the Land Development Code they would have to look

09:17AM 25 at. So at the site plan review process we'll look

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1 at what's contained. That's one of the questions  
2 we'll ask.  
3 MR TATE: We'll come back to that. As you  
4 mentioned that, I wanted to ask that.  
09:17AM 5 Mr. Howard, do you have additional questions?  
6 MR. HOWARD: I'm good.  
7 MR. TATE: Mr. Pyle.  
8 MR. PYLE: This reminds me of the rezoning we  
9 did, another project that's uncomfortably positioned  
09:17AM 10 in between residential and commercial. The other  
11 particular case was actively used for commercial and  
12 I believe the Teschels used this for a commercial  
13 application for a very long time.  
14 Please understand, you know, I appreciate the  
09:17AM 15 findings of staff that state objectively given those  
16 parameters it does not conform, but by keeping it  
17 that, it seems as those we render it basically  
18 useless to the owner, which is unfortunate as we  
19 have to determine again for your benefit a bar won't  
09:18AM 20 go there due to the proximity. Even though on these  
21 it says there is the ability for those types of  
22 things, they couldn't due to the proximity of the  
23 church and school, correct?  
24 MR. JONES: Correct. Due to the proximity of  
09:18AM 25 the school, if that is an accredited school.

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1 MR TATE: There's a 500-foot radius from  
2 schools, 1,500 foot from churches. So they could  
3 have a bar but they couldn't have any alcoholic  
4 beverages.  
09:18AM 5 MR. JONES: Let me provide some clarification  
6 on that. If there is a licensed accredited school,  
7 private or whatever, actually a bar would definitely  
8 be prohibited. It would not be allowed if it's  
9 within that radius.  
09:18AM 10 Now, if there is a church, it can have  
11 conditional use approval from the BOA. But if it's  
12 a school, it's definitely prohibited.  
13 But like you stated, a restaurant that does not  
14 sell alcohol could be an allowable use in that  
09:19AM 15 zoning category, that does not sell -- that does not  
16 serve alcohol.  
17 MR TATE: And then we're back to the  
18 constraints of the site.  
19 MR. JONES: Yes.  
09:19AM 20 MR. PYLE: I bring it up for the sole sake it  
21 is one of the items here if you're looking at this  
22 just for the sake of what's on there, but it would  
23 have to meet certain requirements. You have to  
24 assume the worse case scenario for that site. But  
09:19AM 25 logically it's not going to be a place -- I don't

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1 see a car wash going there either.  
2 You know, there are -- common sense. It's a  
3 difficult position that we're put in because I just  
4 don't think the property is of much value with  
09:20AM 5 the -- not much value, but then you risk opening  
6 Pandora's box, which I feel is why staff went the  
7 direction it did.  
8 So, you know, Chair, if there is some way we  
9 could pursue what the allowable uses for a warehouse  
09:20AM 10 without having to change the zoning that would  
11 accommodate the potential purchaser. I know that's  
12 not our charge.  
13 MR TATE: Well, actually, it is something we  
14 can do. We don't do it a lot. It wasn't even  
09:20AM 15 mentioned in the packet. I think staff had maybe  
16 mentioned it and that was the possibility of a  
17 downzoning. I looked at the Future Land Use and  
18 it's very compatible with Light Industrial. It's  
19 one of the things that's mentioned there. We're not  
09:20AM 20 going to Light Industrial. We're going to  
21 Commercial. There is a difference in those.  
22 This is where I struggle with that. You  
23 referred to a property, a recent rezoning that was  
24 wanting Commercial. One of the things that I think  
09:21AM 25 was a restraint was that there was no Commercial

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1 zoning close in the area. In this case it's right  
2 next door. It's across the street. There's a lot  
3 of compatible zonings.  
4 The HMDU that we talked about is almost a spot  
09:21AM 5 zoning. I know it's a transitional piece between  
6 the medium density and the commercial, but when you  
7 just look at it from the perspective of what's on  
8 the ground, there's no HDMU to kind of reach back to  
9 and say, you know, we're allowing this. We struggle  
09:21AM 10 sometimes with that spot zoning, but it's something  
11 we're supposed to look at, as well.  
12 MR. JONES: Mr. Tate, one of the -- with the  
13 spot zoning, we look at the zoning itself and it  
14 says "and uses". So it's a twofold component to  
09:22AM 15 spot zoning, not just --  
16 MR TATE: Right. Sometimes we're not looking  
17 at the use, we're looking at the colors on the  
18 Board, the map that shows everything.  
19 MR. JONES: And there could be other uses that  
09:22AM 20 make it not be spot zoning if those other uses are  
21 related to it.  
22 MR TATE: Let me tell you just my personal  
23 familiarity with the property and the neighborhood.  
24 We had a professional engineer that we did business  
09:22AM 25 with until they retired and moved back home

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<p>41</p> <p>1 overseas, and they lived -- they're actually on the</p> <p>2 list of the neighbors within 500 feet so that's how</p> <p>3 close they are to the subject property.</p> <p>4 And I was at their place of business probably</p> <p>09:22AM 5 at least twice a month, if not more, and every time</p> <p>6 that I went there I went in and out a different way</p> <p>7 because I like the neighborhood, I like it further</p> <p>8 back in and just always enjoyed driving through that</p> <p>9 area.</p> <p>09:22AM 10 And, you know, the part of it up towards</p> <p>11 Barrancas is -- we saw the pictures. That's what it</p> <p>12 is. There's a lot of business, little business, big</p> <p>13 business, that goes on in that area that's</p> <p>14 commercial, and then the transition to the churches</p> <p>09:23AM 15 and the neighborhood. There's a very nice</p> <p>16 neighborhood, a park, et cetera behind that, that's</p> <p>17 been there -- does anybody know how long those</p> <p>18 houses, probably twenties, thirties? The church has</p> <p>19 been there for 60 years.</p> <p>09:23AM 20 UNIDENTIFIED SPEAKER: Correct. About the</p> <p>21 forties or fifties.</p> <p>22 MR TATE: And probably about the same time or</p> <p>23 maybe a little bit later from some of the homes that</p> <p>24 were built in that neighborhood if you go and see</p> <p>09:23AM 25 the homes. So, I mean, a lot of time in that</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>43</p> <p>1 MR. RUSHING: No questions.</p> <p>2 MR TATE: All right. So Board, what's before</p> <p>3 us now to consider is whether or not we can rezone</p> <p>4 this property. If we can't rezone it, can we offer</p> <p>09:25AM 5 a lower rezoning. Really this is my opinion and I'm</p> <p>6 not going to -- because I have the gavel, I'm not</p> <p>7 going to bring a recommendation to the Board unless</p> <p>8 I pass the gavel.</p> <p>9 But the locational criteria, it is not on a</p> <p>09:25AM 10 collector road, it is not on an arterial road. It's</p> <p>11 very clear that it's not. However, it's also very</p> <p>12 clear that it's a neighborhood where there's other</p> <p>13 commercial activity going on across the street and</p> <p>14 in the area, that type of thing.</p> <p>09:25AM 15 We have the applicant who has submitted a</p> <p>16 compatibility analysis that I think it's appropriate</p> <p>17 for him to verbally communicate to us what that is</p> <p>18 so we can consider that and then we can make our own</p> <p>19 consideration, as well, whether or not we can accept</p> <p>09:26AM 20 that compatibility analysis, take the Staff's</p> <p>21 Findings-of-Fact, waive the compatibility analysis</p> <p>22 or make some other decision.</p> <p>23 Can you just give us an idea of what you're...</p> <p>24 MR. WANKE: Back again. What I basically in</p> <p>09:26AM 25 the compatibility analysis in a layman's terms with</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p>42</p> <p>1 neighborhood back and forth. That's why I said I</p> <p>2 was familiar with it.</p> <p>3 Before we go any further, let's just finish and</p> <p>4 see if anybody else has any questions and then we</p> <p>09:23AM 5 can move on to the issue that's really at hand which</p> <p>6 is not compatibility, but is really the locational</p> <p>7 criteria.</p> <p>8 Do you have any questions?</p> <p>9 Mr. Wingate, do you have any questions?</p> <p>09:24AM 10 MR. WINGATE: My question has been before us</p> <p>11 before. And sometimes small parcels on commercial</p> <p>12 they're in a small area, in a residential area,</p> <p>13 gives me heartburn, because they say would you like</p> <p>14 to be there. And then you look at what the County</p> <p>09:24AM 15 will allow.</p> <p>16 And, you know, I was looking at it from a point</p> <p>17 of view that there's a big house on the corner,</p> <p>18 there's a church right up the street, across the</p> <p>19 street is high commercial but it kind of drops off.</p> <p>09:24AM 20 It's kind of like an isolated parcel. The only</p> <p>21 thing that would work there would probably be a</p> <p>22 little deli that there would be no alcoholic, but</p> <p>23 it's so small. It kind of gives me a little</p> <p>24 heartburn.</p> <p>09:25AM 25 MR TATE: Mr. Rushing.</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>44</p> <p>1 me looking at a common sense approach that this</p> <p>2 piece of property was there and built in '79. It</p> <p>3 has been used as commercial. It's been very</p> <p>4 compatible with everybody around it. Everybody</p> <p>09:26AM 5 around it has lived there as long as the building</p> <p>6 has been there.</p> <p>7 And there has been no toxic stuff used there.</p> <p>8 The business was a business where they had gone and</p> <p>9 dug up tanks at gas stations and remediated them,</p> <p>09:27AM 10 but just their equipment was there. They didn't</p> <p>11 bring the stuff back there, so the property is not</p> <p>12 contaminated or anything.</p> <p>13 But to me the property in front of it went</p> <p>14 through the same process we're going through right</p> <p>09:27AM 15 now and it was zoned commercial and it's right -- it</p> <p>16 was part of the property. It was sold off. But it</p> <p>17 was zoned commercial and it's compatible. And</p> <p>18 there's not, you know, dance clubs or bars going in</p> <p>19 there or anything like that. It's already</p> <p>09:27AM 20 commercial.</p> <p>21 So to this piece of property it just -- to use</p> <p>22 the building that's currently on the property and</p> <p>23 the facility that's there it just makes it</p> <p>24 economical that if it's not zoned commercial then no</p> <p>09:28AM 25 prospective buyer wants to purchase the property</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

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<p>45</p> <p>1 because, you know, they just can't use it for what</p> <p>2 they want to use. Even like Friends of the Library</p> <p>3 coming in and out, they have to be zoned Commercial</p> <p>4 to be able to use the property.</p> <p>09:28AM 5 You've got a 3,500 square foot metal building</p> <p>6 on the property now. It's on the west side of the</p> <p>7 building. It's way away from the schools and the</p> <p>8 school's buildings. The building is on the west</p> <p>9 side of the property and it's all vacant land</p> <p>09:28AM 10 between the school. As a matter of fact, I have two</p> <p>11 grandchildren that go to that school and I have no</p> <p>12 problem. You know, they're not going to -- it's</p> <p>13 been compatible with the school and it's not going</p> <p>14 to be used in any nefarious way.</p> <p>09:28AM 15 So we feel it's very compatible with what was</p> <p>16 already done by the Board for the piece of property</p> <p>17 in front of it. We just did not have the money at</p> <p>18 the time, which the people in hindsight should have</p> <p>19 gone ahead and got it all zoned commercial at one</p> <p>09:29AM 20 time, but they didn't have the money.</p> <p>21 MR TATE: Let me tell you at least two of us</p> <p>22 that are here today were on the Board at that time.</p> <p>23 I don't recall the rezoning at that time, the</p> <p>24 conditions or however it came before this Board,</p> <p>09:29AM 25 but, you know, today we can look at the map and we</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>47</p> <p>1 sticky criteria is the locational criteria, which,</p> <p>2 if as I understand, we can waive the locational</p> <p>3 criteria?</p> <p>4 MS. CAIN: Yes, sir.</p> <p>09:31AM 5 MR TATE: Do we have a recommendation?</p> <p>6 MS. CAIN: I was going to say if you waive the</p> <p>7 locational criteria, then you probably need to state</p> <p>8 whether you saw it had unique circumstances or</p> <p>9 what -- there's four different -- proximity to a</p> <p>09:31AM 10 traffic generator, infill development and site</p> <p>11 design. We need to have some kind of rationale for</p> <p>12 your waiving the locational.</p> <p>13 MR TATE: The four that you just mentioned are</p> <p>14 all specific to arterial and collector roads. It's</p> <p>09:31AM 15 in the --</p> <p>16 MS. CAIN: And then there's the compatibility</p> <p>17 analysis that the applicant spoke of, so if you find</p> <p>18 you just need to state other than locational</p> <p>19 criteria why you're actually waiving it.</p> <p>09:31AM 20 MR. CORDES: I have a question. If this is</p> <p>21 zoned Commercial and a future landowner wants to</p> <p>22 tear down the existing structure, if this is a</p> <p>23 nonconforming road there's going to be very limited</p> <p>24 things he or she can do with this; is that correct?</p> <p>09:32AM 25 MS. CAIN: Yes, sir. This will go through the</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p>46</p> <p>1 can see that it's commercially zoned, so it's very</p> <p>2 obvious.</p> <p>3 MR. WANEK: And the people across the street,</p> <p>4 it's been used as commercial all the time. And the</p> <p>09:29AM 5 street is not a Barrancas Avenue, but it has been</p> <p>6 used as commercial and it's not going to be a high</p> <p>7 traffic location. But that's our common sense</p> <p>8 approach to asking the Board to reconsider rezoning</p> <p>9 it back to Commercial, which it was used for, for</p> <p>09:29AM 10 many, many years.</p> <p>11 MR TATE: Board members, as we consider this,</p> <p>12 please remember that our job here is to give a</p> <p>13 recommendation to the Board of County Commissioners</p> <p>14 and fortunately or unfortunately they get to make</p> <p>09:30AM 15 the big boy decision when comes down to it. We give</p> <p>16 them that recommendation based on our best analysis</p> <p>17 of what we have in front of us.</p> <p>18 So at this point we really need to look at</p> <p>19 whether or not we can move this forward, approve or</p> <p>09:30AM 20 not approve. You know, the Board at that point they</p> <p>21 can either -- they have to agree with us or remand</p> <p>22 it back to us. Those are their options.</p> <p>23 Would anybody like to work through a</p> <p>24 recommendation keeping in mind that a recommendation</p> <p>09:30AM 25 has to use the Findings-of-Fact and right now the</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>48</p> <p>1 development review and it will encompass access,</p> <p>2 parking, traffic, landscape, buffering, drainage and</p> <p>3 right now this site has specific restraints on the</p> <p>4 ingress and egress. There's really no parking. If</p> <p>09:32AM 5 you pull in you have to do a three point turn to get</p> <p>6 back out and turn back into the roadway, so there</p> <p>7 are some really development restraints for whatever</p> <p>8 commercial design business wants to go in.</p> <p>9 MR. CORDES: So if someone came in and did what</p> <p>09:32AM 10 I'm referring to, by the time you look at the</p> <p>11 impervious area, the holding pond, I can't see</p> <p>12 anything like that happening in the future.</p> <p>13 MR. JONES: Let me clarify something. If you</p> <p>14 waive the locational criteria, they won't look at</p> <p>09:33AM 15 it. Access management won't look at access. And if</p> <p>16 there are any right-of-way improvements that are</p> <p>17 necessary, that's all they're going to be looking</p> <p>18 at. They're not looking at -- now, yes, we'll look</p> <p>19 at the parking, but we might as well be factual,</p> <p>09:33AM 20 there are some uses that are out there with very</p> <p>21 limited parking.</p> <p>22 Now, stormwater will definitely be a primary</p> <p>23 factor, but all that will be reviewed within the</p> <p>24 site plan review process as Allyson stated, and they</p> <p>09:33AM 25 may not need a stormwater pond. We just don't know.</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

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1 That's why don't get into the specifics at this  
2 level. That comes further.  
3 But to your specific question, if the  
4 locational criteria is waived, it would not be  
09:33AM 5 primary whether or not it's transgressing through a  
6 local road or not. That will not be an issue. The  
7 only issue will be if they need right-of-way  
8 improvements.  
9 MR TATE: The restriction on a commercial  
09:34AM 10 facility accessing a residential street is, you  
11 know, 50 percent or greater of it is residential  
12 and, you know, when it's not, access has to be  
13 allowed. I mean that's the only access they have.  
14 Therefore, access has to be allowed.  
09:34AM 15 But all those things you just stated are also  
16 reasons why no one is going to possibly tear it down  
17 and start over with something. There's a lot of  
18 constraints to the property and the size of the  
19 property.  
09:34AM 20 MR. PYLE: Mr. Chair, explain to me the  
21 downzoning as you mentioned.  
22 MR TATE: Our HDMU is allowable as stated by  
23 Horace Jones, Planning Official, that warehousing is  
24 allowed in HDMU, whether that's an allowable use or  
09:35AM 25 a conditional use.

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1 MR. JONES: A conditional use, yes.  
2 MR TATE: It's a conditional use. When you  
3 read the language it really lies more towards what's  
4 called public and civic warehousing, but we've had  
09:35AM 5 that discussion already that there's really no  
6 difference between those. And so the planning  
7 official can make a determination that it's similar  
8 to allowable uses. They would have to go through a  
9 conditional use thing through the BOA in a HDMU  
09:35AM 10 where it would be more allowed in a commercial zone.  
11 I personally just don't have any problems with  
12 this as a commercial property and waiving the  
13 locational criteria based on the surrounding uses  
14 and compatibility with the surrounding uses, but  
09:35AM 15 that's, you know, something that this Board has to  
16 decide together.  
17 The Board of County Commissioners, if we chose  
18 to not make a recommendation to them, they could  
19 remand it back to us and say we think you need to  
09:36AM 20 reconsider this. If we chose Commercial, they could  
21 actually downzone in their decision. They could  
22 make that downzone decision at the Board of County  
23 Commission or they could remand it back to us,  
24 either way.  
09:36AM 25 My opinion is it's more likely that if we

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1 didn't do anything they would remand it back to us  
2 in this particular case. I could be wrong about  
3 that.  
4 MR. PYLE: Not doing anything meaning?  
09:36AM 5 MR TATE: Not make a recommendation for the  
6 rezoning, if we denied the rezoning.  
7 MS. CAIN: But the applicant also has the  
8 option to request a less intense zoning if they  
9 choose at this hearing, correct?  
09:36AM 10 MR TATE: That's correct. They can choose to.  
11 We can force the issue as a Board and we won't do  
12 this, but we will do this. It's the decision of the  
13 Board at this time whether or not we can find it as  
14 compatible with surrounding uses, compatible with --  
09:37AM 15 in agreement with the Land Development Code, in  
16 agreement with the -- do you want to put those  
17 criteria back up?  
18 It is compatible with the surrounding uses.  
19 The development pattern is consistent. There is no  
09:37AM 20 natural environmental impacts.  
21 MR. CORDES: So the major staff objection is  
22 consistent with the Land Development Code; is that  
23 correct?  
24 MR TATE: For the locational criteria, because  
09:38AM 25 it's not located on a collector or arterial road.

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1 MR. JONES: And another staff concern was  
2 the -- I'm not trying to belabor the point, but I  
3 wanted -- the action of the Planning Board and Board  
4 of County Commissioners will need to really look at  
09:38AM 5 the potential allowable uses. That's always a  
6 primary factor in the BCC making their decision. So  
7 staff has some concerns with that, as well. That's  
8 why Allyson stated that maybe --  
9 MR TATE: Can you please put the list of  
09:38AM 10 allowable uses up in a Commercial?  
11 MS. CAIN: And here again looking at the  
12 allowable and permitted uses in a Commercial  
13 district, remembering the constraints of the parcel,  
14 you know, if you tried to put a hotel/motel, you  
09:39AM 15 know, here again we're not getting into site  
16 specific with the rezoning, but most of those  
17 commercial developments would be pretty hard to...  
18 MR TATE: So this is where we have to use some  
19 common sense. Can somebody pile together several  
09:39AM 20 acres of property and do something else? Yes. Is  
21 it likely? No. I mean, what uses could you do?  
22 This is point five three acres.  
23 MR. JONES: I see a lot of uses that could go  
24 there because of the building.  
09:39AM 25 MR TATE: Retail services. Most of those fit.

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1 MR. JONES: Retail services.

2 MS. CAIN: Going through rush.

3 MR. RUSHING: Radio tower, too.

4 MR. JONES: That's what we have to look at.

09:40AM 5 MS. ORAM: You couldn't do too high of a radio

6 tower there because of the AIPD.

7 MR. TATE: Mr. Howard, do you have a question?

8 MR. HOWARD: So may I ask, it sounds like any

9 kind of transfer or any kind of sale of this

09:40AM 10 property is contingent upon some type of rezoning

11 and if that doesn't happen it's going to most likely

12 remain vacant or in some form of disuse, which as I

13 understand it can be harmful to everybody, you know,

14 drawing the neighborhood down, prevent growth,

09:40AM 15 foster crime. So is that a correct assumption that

16 unless it is rezoned it would just remain dormant?

17 MR TATE: Before we get to that, we would like

18 an answer. Can you also bring up the allowable uses

19 in MDR, the current zoning, so we can see what the

09:40AM 20 constraints are on both sides?

21 MR. JONES: You see no commercial type uses are

22 there.

23 MR TATE: Can you go to conditional uses?

24 MR. JONES: There are certain conditional uses

09:41AM 25 allowed with the BOA.

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1 MR. TATE: So between those two, MDR and

2 Commercial, if the applicant wouldn't mind --

3 MR. JONES: Mr. Tate, this is something that

4 was just brought to my attention. We see for

09:41AM 5 conditional uses it says civic uses. Friends of the

6 Library could be considered a civic use. I have no

7 problem saying that at all. Educational facilities,

8 conditional use approval.

9 MR TATE: Where would this fall into? An

09:42AM 10 office? It not really an office. It's storage.

11 MR. JONES: Offices have a library. We've got

12 one. Seriously. We've got a library. I mean, it's

13 not a public library. I mean, I can -- if necessary

14 I can use some good planning discretion if that is

09:42AM 15 desired. But you've got to have conditional use

16 approval.

17 MR TATE: Which is going to cost the applicant

18 an additional how much money?

19 MS. CAIN: Eleven hundred.

09:42AM 20 MR. JONES: I can't remember.

21 MS. CAIN: I think it's close to the same cost

22 as the rezoning.

23 MR TATE: At this point it wouldn't be the

24 applicant, it would be the user, because the

09:43AM 25 applicant can't really pass on a conditional use; is

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1 that correct?

2 MR. JONES: The cost is something we would have

3 to work out. We just know it would be needed.

4 That's something we would have to work out, on

09:43AM 5 payment.

6 MR TATE: In support of a government entity,

7 the West Florida Public Library System?

8 Mr. Bryant, if you wouldn't mind, please come

9 forward. I'm sorry, we still have Mr. Howard's open

09:43AM 10 question that we want to get back to, as well.

11 MR. BRYANT: I guess my initial concern is when

12 I spoke to Ms. Hightower and she advised me to speak

13 to Mr. Jones, we had a nice long conversation about

14 what our operation would be and he advised me, that,

09:43AM 15 yes, you need to be commercial.

16 And so based on that, that's what concerns me

17 about some of these other potential uses. I'm not

18 an urban planner. I'm an accountant, so I had to

19 have someone help me with this code, so I started

09:44AM 20 looking at some of the other potential uses, like

21 you said, in HDMU and I was concerned that because

22 the Friends of the Library is a separate 501(c)(3)

23 entity, we are not a branch of the County

24 government.

09:44AM 25 We would not necessarily be considered

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1 government and I'm not sure we fall under civic.

2 I'm just not sure so that kind of scares me and so

3 that's why I think it's important for us to be

4 Commercial.

09:44AM 5 MR TATE: The discussion about, you know, a

6 conditional use for warehousing, this Board has had,

7 not in this meeting here, but in our regular

8 Planning Board meeting, is it okay to allow a

9 government or a civic entity to have a warehousing

09:44AM 10 operation and not allow anybody else to? What's

11 difference between me and them?

12 And that is where some of that discretion comes

13 in that the planning official is talking about as we

14 work through our Land Development Code and see some

09:45AM 15 of these things, because we've renewed our Land

16 Development Code, rewrote it, not too long ago, and

17 we're seeing these things and bringing them back and

18 discussing them.

19 And part of the reason we're doing that is the

09:45AM 20 planning official has some more leeway in

21 determination where this Board used to make some --

22 what's the proper term -- interpretations, the

23 planning official now has the ability. There's

24 still some times that it has to come for an

09:45AM 25 interpretation, but the planning official has

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1 without making an interpretation, has the ability to  
 2 say, yes, this is compatible, this is similar to  
 3 what this is. So that's why this is kind of a  
 4 prolonged discussion today as we work this thing  
 09:45AM 5 through.

6 Once again going back to the commercial site, I  
 7 just have no issue with it personally. We can  
 8 choose to do that. It's interesting that Mr. Jones  
 9 has indicated that he could probably make this work  
 09:46AM 10 for you and for them without changing zoning.

11 I don't know where that would fall, but given  
 12 the charge of the Friends of the Library and what  
 13 you're doing, I think you need to listen to what he  
 14 says and see if there is another way to tackle this.  
 09:46AM 15 And then if there is another way to tackle this,  
 16 understanding that there's going to be another  
 17 outlay of money whether or not the County would be  
 18 able to waive any of those fees, which is something  
 19 that we've requested before. We can't dictate it.  
 09:46AM 20 We can ask.

21 So Mr. Jones, do you have anything else to add  
 22 before we move back to Mr. Howard's question?  
 23 MR. JONES: I think I've said enough, Mr. Tate.  
 24 MR TATE: And then back to the applicant we  
 09:46AM 25 were talking about and the question that's on the

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1 floor is whether or not we were talking about the  
 2 site not being able to be used from a Realtor  
 3 perspective what you would expect to see happen over  
 4 time with that site.  
 09:47AM 5 MR. WANKE: I feel personally we've had three  
 6 different offers on the property, all contingent  
 7 upon it being rezoned. Two of them fell through  
 8 because they didn't want to wait for the rezoning  
 9 process with an indefinite whether it would or  
 09:47AM 10 wouldn't, so that dropped them off real quick.

11 So to me, you know, I understand the concern  
 12 about the future uses. In my previous business I  
 13 ran a wholesale beer, wine and liquor company for 36  
 14 years, so I know what the situation is on bars and  
 09:47AM 15 lounges and stuff.

16 But this property geographically, with the  
 17 egress in and out, is limited to what it can be used  
 18 because it has such a small entrance. You can't  
 19 even get big trucks or anything in there, so the  
 09:47AM 20 warehouse is only going to be used for somebody who  
 21 has cars or small vehicles. You're not going to  
 22 have dump trucks or anything because it doesn't have  
 23 enough room to get in there.  
 24 So the property can only be used by the  
 09:48AM 25 physical constraints of the land use itself for what

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1 it can be used for. If not, then it probably will  
 2 just sit there with them having to cut the grass  
 3 trying to be good neighbors, having no income and  
 4 paying taxes on it, which they haven't done. The  
 09:48AM 5 family had a hard enough time scraping up enough  
 6 money to get the money to do the, you know, the 14,  
 7 \$1,500. So otherwise the building is going to sit  
 8 there, you know, with possibly for vagrants or  
 9 somebody else to break into the place.

10 To me the people that want to buy it, want to  
 11 use it as commercial because they want to have that  
 12 access. This is a great group because they would  
 13 improve the building and air condition the building,  
 14 insulate the building and make it a nice place to be  
 09:49AM 15 used again, but they have to have for their  
 16 investment and money, C-1 is just the way it has to  
 17 go for value. Otherwise this family they're just  
 18 SOL. They shouldn't have closed their business in  
 19 2009. They should have kept some miniscule thing  
 09:49AM 20 running. Then they would have had it continued as  
 21 commercial and never had the problem, but they  
 22 didn't.

23 MR TATE: Let me just help you with one thing.  
 24 C-1 is no longer a zoning district, so we're looking  
 09:49AM 25 at Commercial, heavy commercial. And what you think

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1 of as C-2 is more the heavy commercial and light  
 2 industrial.  
 3 MR. WANKE: We did not ask for a C-2 or  
 4 anything. They just want the Commercial.  
 09:49AM 5 MR TATE: One of the thing that I noticed the  
 6 bill for the taxes the assessor is not a land use  
 7 expert, but I'm sure if you look at that tax bill  
 8 and use it's going to show commercial because of  
 9 property, what's on the property. They're not  
 09:50AM 10 making a determination. They're just looking with  
 11 their own eyes, seeing what they see, and then  
 12 assess taxes based on that, but that's always an  
 13 interesting aspect, too, when you can see how  
 14 they're paying taxes for the current property.

15 MR. WANKE: It is. And also to me the logical  
 16 point of view is the very first piece of property in  
 17 front was zoned commercial in 2014. They must have  
 18 gone through the same procedure we're doing now.  
 19 Whether it's the same Board members or not, they had  
 09:50AM 20 to follow the same criteria. It's the same roadway.  
 21 It hasn't changed. I mean, Commerce Street has been  
 22 Commerce Street and they rezoned that property  
 23 commercial with no problem.

24 So we hope that the Board will take the same  
 09:50AM 25 approach as they did to the front piece of property

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1 to the back piece of property at the same time,  
2 because if it had been done together it would have  
3 all been done anyway and it would have been used for  
4 what it's going to be used now.  
09:51AM 5 We appreciate y'all's consideration.  
6 MR. RUSHING: What were the other two potential  
7 buyers, what were they going to use the property  
8 for?  
9 MR. WANEK: One was a woodworking shop and one  
09:51AM 10 was a small construction company that wanted to  
11 store equipment, basically use it for inside  
12 storage. Basically it's a 3,500 square foot and  
13 they would like to have the ability to store their  
14 equipment inside rather than leave it outside in the  
09:51AM 15 weather. Those are the other two.  
16 But one wanted a C-2 or a higher rating and  
17 that wasn't going to happen. But the others were  
18 just strictly small businesses, just like this was.  
19 I mean, because nobody that looks at the property  
09:51AM 20 can see that the roadway, the ingress going in and  
21 out, limits the use of it even as it is built now.  
22 You can't get big trucks in or anything.  
23 You saw on that picture the people that own the  
24 commercial property in front had put a chain link  
09:52AM 25 fence around their property so that eliminates their  
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1 ability to use that piece of property. You know,  
2 they were using the neighbor's property to get in  
3 there before, but now it's narrowed it down to a  
4 small --  
09:52AM 5 MR TATE: That's the entrance we're looking at  
6 now?  
7 MR. WANEK: That's the entrance you're looking  
8 at now. It's a small entranceway and that's all  
9 that's there. Before the fence wasn't there and you  
09:52AM 10 could use it, you know, but now the fence is there  
11 and you're not going to be able to use it, so it's  
12 really very restricted as to what the use of the  
13 property can be.  
14 MR TATE: Just for the Board members, we had  
09:52AM 15 talked about this, we've dealt with other rezonings  
16 in the past where a use expired because it did not  
17 remain constant or consistent. And in the ones that  
18 I can think of, you know, we had to look at  
19 everything else around it and there weren't  
09:53AM 20 commercial operations. There wasn't commercial  
21 zoning anywhere near that you could kind of latch  
22 onto and agree that this could continue.  
23 This site, though, is just a lot different. I  
24 mean, with the compatible zoning next door, across  
09:53AM 25 the street, I can only share my opinion at this  
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1 point.  
2 (Motion by Mr. Pyle.)  
3 MR. PYLE: Mr. Chair, I'm going to move that we  
4 waive the locational requirements and approve the  
09:53AM 5 applicant's desire to change from MDR to Commercial  
6 for Case Z-2016-06.  
7 MR. CORDES: Second.  
8 MR TATE: We have a motion and a second. Do we  
9 have any other comments by the Board members?  
09:53AM 10 Allyson?  
11 MS. CAIN: Do you not have to -- because I said  
12 it was not consistent, do you have to address my  
13 nonconsistent criteria?  
14 MR TATE: Condition Number 2.  
09:54AM 15 MR. PYLE: I'm sorry, the locational  
16 requirements?  
17 MS. CAIN: Yes, sir.  
18 MR TATE: You find that it is consistent with  
19 the Land Development Code?  
09:54AM 20 MR. PYLE: As I look at the signage, yeah.  
21 That used to be the hardware store. Sorry.  
22 I'm just trusting in -- obviously the County  
23 Commissioners and the folks out there can remand it  
24 back to us and we'll address it at that time.  
09:54AM 25 Given the information now, I think it's  
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1 consistent and would waive the locational  
2 requirements.  
3 MR TATE: Are you amending your motion to that?  
4 MR. PYLE: Yes.  
09:54AM 5 MR. TATE: Do you second that?  
6 MR. CORDES: Second.  
7 MR TATE: All those in favor, please raise your  
8 right hand.  
9 (Board Members vote.)  
09:54AM 10 MR TATE: All those not in favor?  
11 (None.)  
12 MR. TATE: Thank you. The motion passes.  
13 (Motion passed unanimously.)  
14 MR. TATE: That brings an end to this rezoning  
09:54AM 15 meeting. Mr. Bryant, I know there are still more  
16 hurdles to go through, but one thing that I would  
17 recommend that you do is you talk with and work with  
18 your neighbors and if there's any type of screening  
19 or fencing just so there's -- we cover all our bases  
09:55AM 20 on that. There's nothing that I'm saying now that  
21 is contingent on anything, so this isn't a matter of  
22 you agreeing with them to do something and go  
23 forward, but just as, you know, you look at best  
24 interest of the Friends of the Library and the  
09:55AM 25 school and the church next door, as well.  
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09:55AM

09:55AM

1 Thank you all for your time. Thank you for  
 2 taking the time with us. These do take time and as  
 3 you go to the next meeting what is on the record  
 4 today is what will stand, so your words are  
 5 important. If you are or aren't there, they're  
 6 still going to be on the record. If you come to  
 7 talk, that's what you're going to be able to talk  
 8 about, is what you talked with us today. Thank you.  
 9 We'll go ahead and adjourn the rezoning meeting  
 10 we will take an approximately seven minute break and  
 11 then come back with our regular Planning Board  
 12 meeting.  
 13 (The quasi-judicial proceedings concluded at  
 14 9:56 a.m.)  
 15  
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 2  
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 5  
 6 I, LINDA V. CROWE, Court Reporter and Notary  
 7 Public at Large in and for the State of Florida, hereby  
 8 certify that the foregoing Pages 2 through 65 both  
 9 inclusive, comprise a full, true, and correct transcript of  
 10 the proceeding taken on Tuesday, August 2, 2016; that said  
 11 proceeding was taken by me stenographically, and transcribed  
 12 by me as it now appears; that I am not a relative or  
 13 employee or attorney or counsel of the parties, or relative  
 14 or employee of such attorney or counsel, nor am I interested  
 15 in this proceeding or its outcome.  
 16 IN WITNESS WHEREOF, I have hereunto set my hand  
 17 and affixed my official seal on 12th day of August 2016.  
 18  
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 23 My Commission Expires: 02-05-2017  
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## **Planning Board-Rezoning**

**7. a.**

**Meeting Date:** 08/02/2016

**CASE :** Z-2016-06

**APPLICANT:** Joe Wanek, Agent for Terry Teschel, Owner

**ADDRESS:** 325 E Commerce St

**PROPERTY REF. NO.:** 51-2S-30-7061-004-024

**FUTURE LAND USE:** MU-U, Mixed-Use Urban

**DISTRICT:** 2

**OVERLAY DISTRICT:** Warrington

**BCC MEETING DATE:** 09/01/2016

---

### **SUBMISSION DATA:**

#### **REQUESTED REZONING:**

**FROM: MDR, Medium Density Residential district (10 du/acre)**

**TO: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)**

#### **RELEVANT AUTHORITY:**

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

#### **APPROVAL CONDITIONS**

##### **Criterion a., LDC Sec. 2-7.2(b)(4)**

##### **Consistent with Comprehensive Plan**

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

**FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Urban (MU-U)

Future Land Use (FLU) is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. The Range of allowable uses include: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

**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 the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

**FLU 2.1.1 Infrastructure Capacities.** Urban uses will 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.

## **FINDINGS**

The proposed amendment to Com **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use of Mixed-Use Urban allows for a mix of residential and retail services. The property would promote good efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1.

As per FLU 2.1.1 the uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas. The area should have sufficient central water and sewer system capacity to accommodate higher density development.

**Criterion b., LDC Sec. 2-7.2(b)(4)**

### **Consistent with The Land Development Code**

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

#### **Sec. 3-2.7 Medium Density Residential district (MDR).**

**Purpose.** The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

#### **Sec. 3-2.10 Commercial district (Com).**

**Purpose.** The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

**Sec. 3-2.10 (e) Location criteria.** All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria: **(1) Proximity to intersection.** Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

**(2) Proximity to traffic generator.** Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

**(3) Infill development.** Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on

surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**(4) Site design.** Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:

Any Intrusion into a recorded subdivision is limited to a corner lot.

A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.

Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

#### **LDC Sec. 4-4.4 Airport and airfield planning districts**

##### **(6) AIPD-2 requirements.**

AIPD-2 is additional areas extended beyond AIPD-1 that is sufficiently close to the airfield to require some protections. AIPD-2 requirements are the same for all airfields. Densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2.

#### **FINDINGS**

The proposed amendment is **not consistent** with the intent and purpose of the Land Development Code. The existing building on the subject parcel has been used for commercial purposes in the past but has not been in operation for the past year, at which time, the legal non-conforming status was lost. The proposed rezoning to Commercial will allow the property owner to develop more intense uses than is allowed by the current MDR zoning. The parcel is along a local roadway which does not meet the locational criteria, requiring the parcel to be along a collector or arterial roadway. The applicant provided a compatibility analysis, however, the review by staff determined that the parcel did not meet the criteria proving compatibility with the surrounding uses.

The parcel is located in the AIPD-2 overlay although the densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2. The parcel is in the Warrington overlay area and any non-residential development must follow the requirements in LDC 3-3.8, Warrington Overlay. Community Redevelopment has no comment at this time.

#### **Criterion c., LDC Sec. 2-7.2(b)(4)**

### **Compatible with surrounding uses**

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

### **FINDINGS**

The proposed amendment **may be compatible** with surrounding existing uses along Commerce Street. Within the 500' radius impact area, there are zoning districts MDR and Com. The subject parcel currently has a commercial building on site and has co-existed with the churches and the residents in the area. The intent of the commercial district is to allow more diverse and intense commercial uses. All commercial operations are limited to the confines of buildings and not allowed to produce undesirable effects on the surrounding property. There are single family residential homes and churches within the subject parcel area, therefore it appears the allowable uses within the requested zoning category will be incompatible.. Most of the commercial property is on the north side of Commerce Street. If applicable, any future commercial development will be reviewed through the Development Review (DRC) process.

### **Criterion d., LDC Sec. 2-7.2(b)(4)**

#### **Changed conditions**

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

### **FINDINGS**

The area **does not** appear to be changing to the degree that new uses or intensities would be encouraged. The current parcel has been used as commercial. The small adjacent parcel to the north was once part of the subject parcel . After the original piece of land was split, the adjacent parcel to the north, requested a rezoning in 2014 and was granted approval to the current commercial zoning.

### **Criterion e., LDC Sec. 2-7.2(b)(4)**

### **Development patterns**

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

### **FINDINGS**

The proposed amendment **would not** result in a logical and orderly development pattern. The adjacent parcel is commercial with the majority of the commercial sites being on the north side of Commerce Street, primarily accessing Barrancas Avenue, an arterial roadway. The majority of the parcels in the area are residential. From a development standpoint, the site may have significant development restraints which will be addressed at the time of Site Plan Review.

### **Criterion f., LDC Sec. 2-7.2(b)(4)**

### **Effect on natural environment**

Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

### **FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

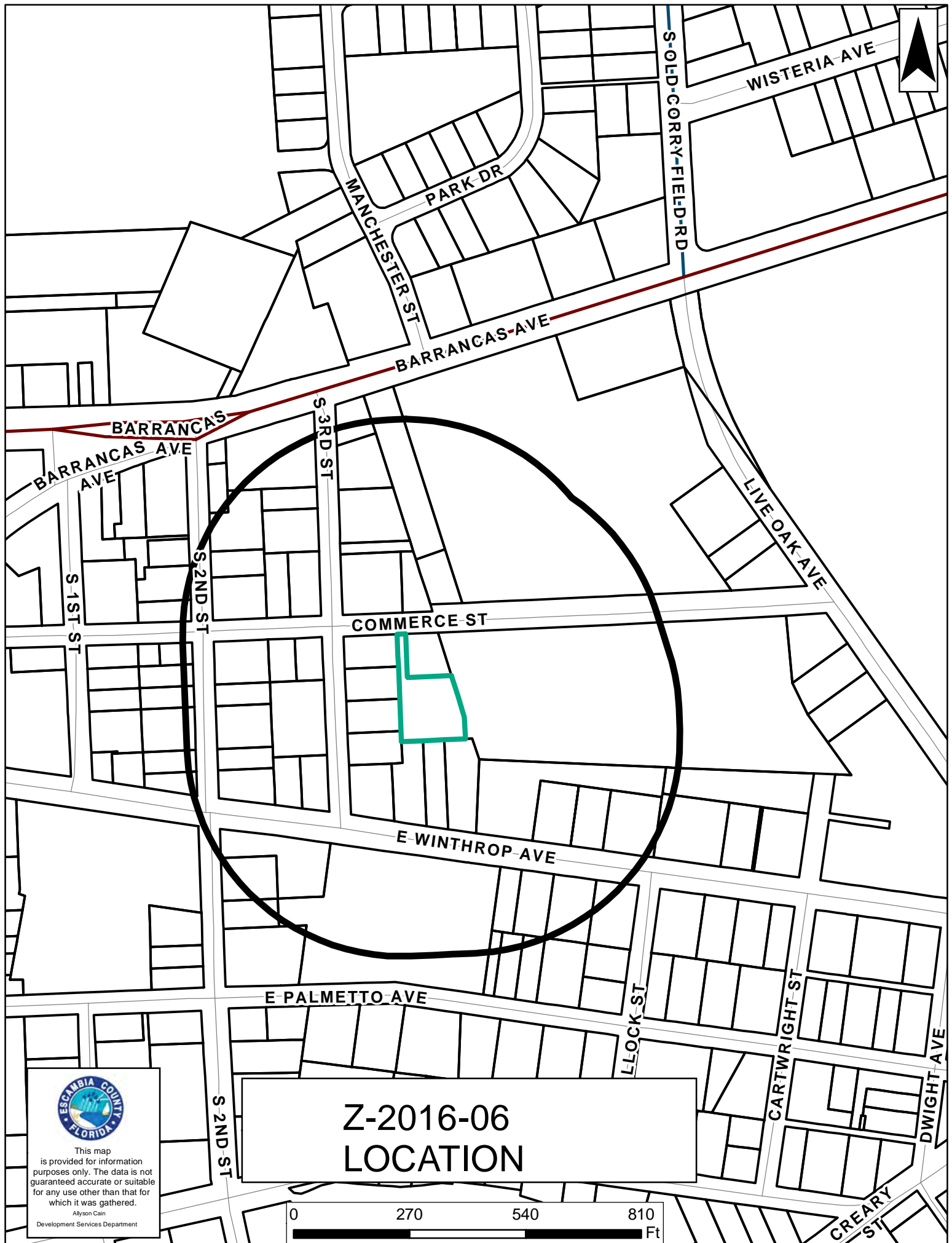
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## **Attachments**

Z-2016-06

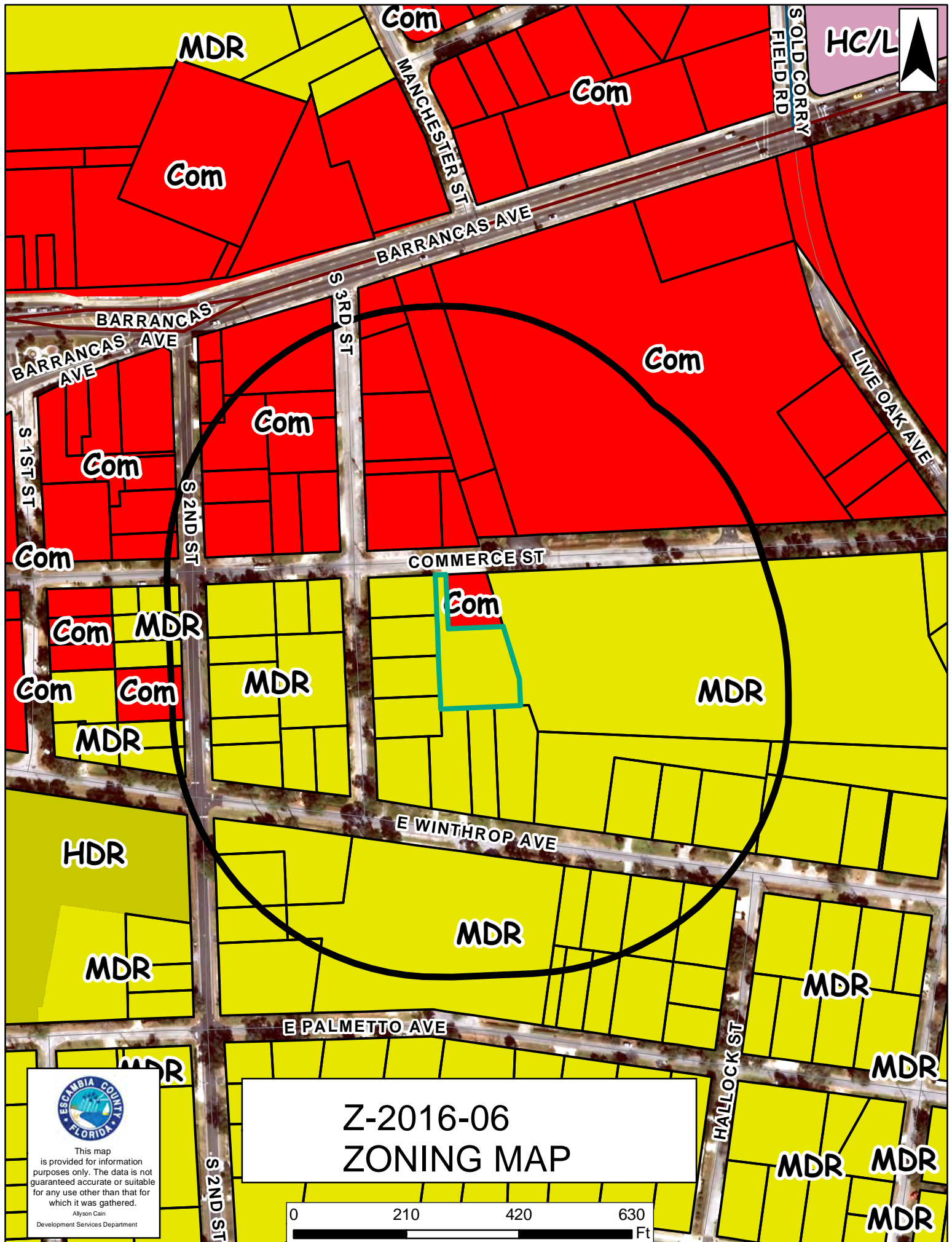
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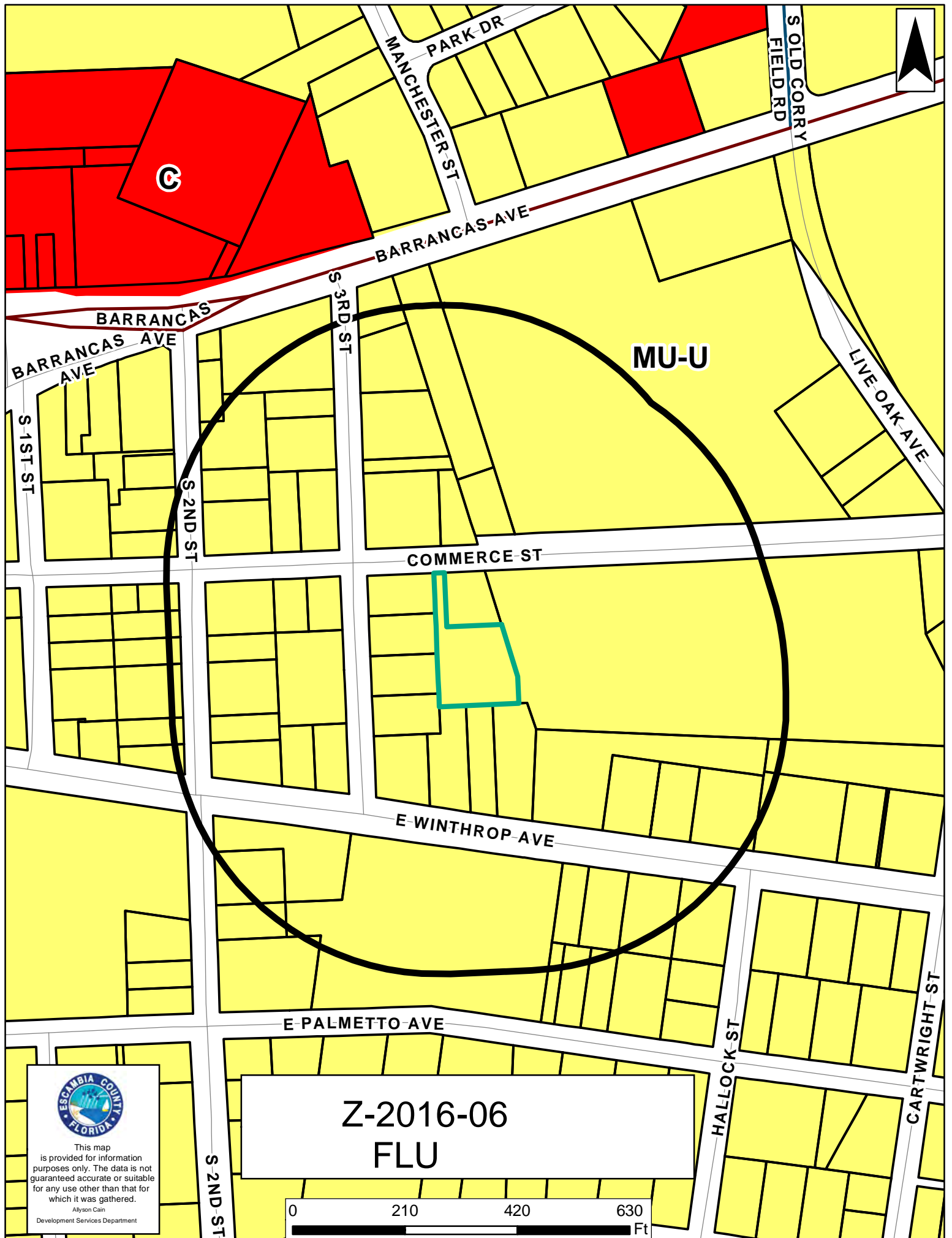





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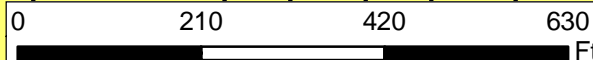
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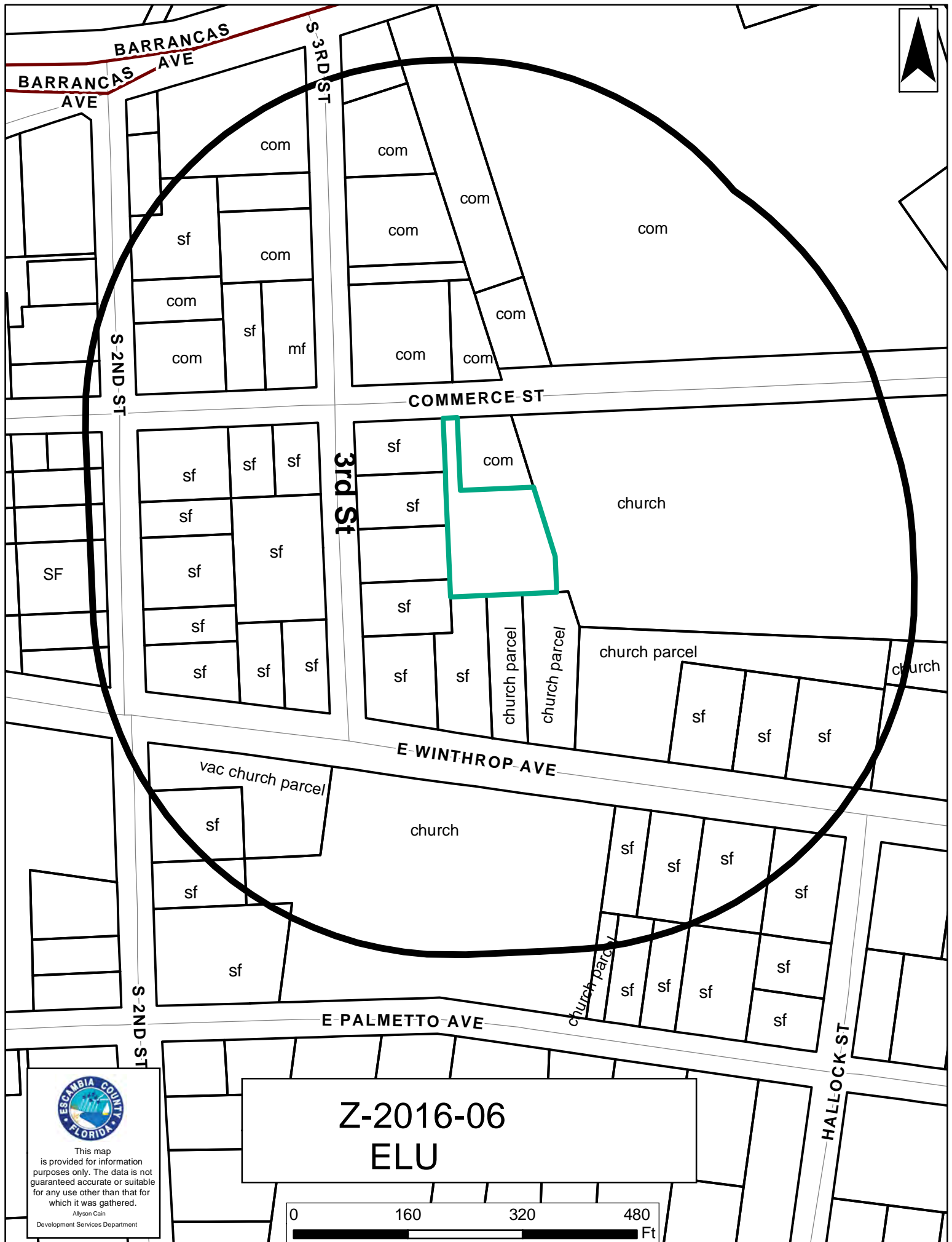




  
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Alyson Cain  
Development Services Department

Z-2016-06  
FLU

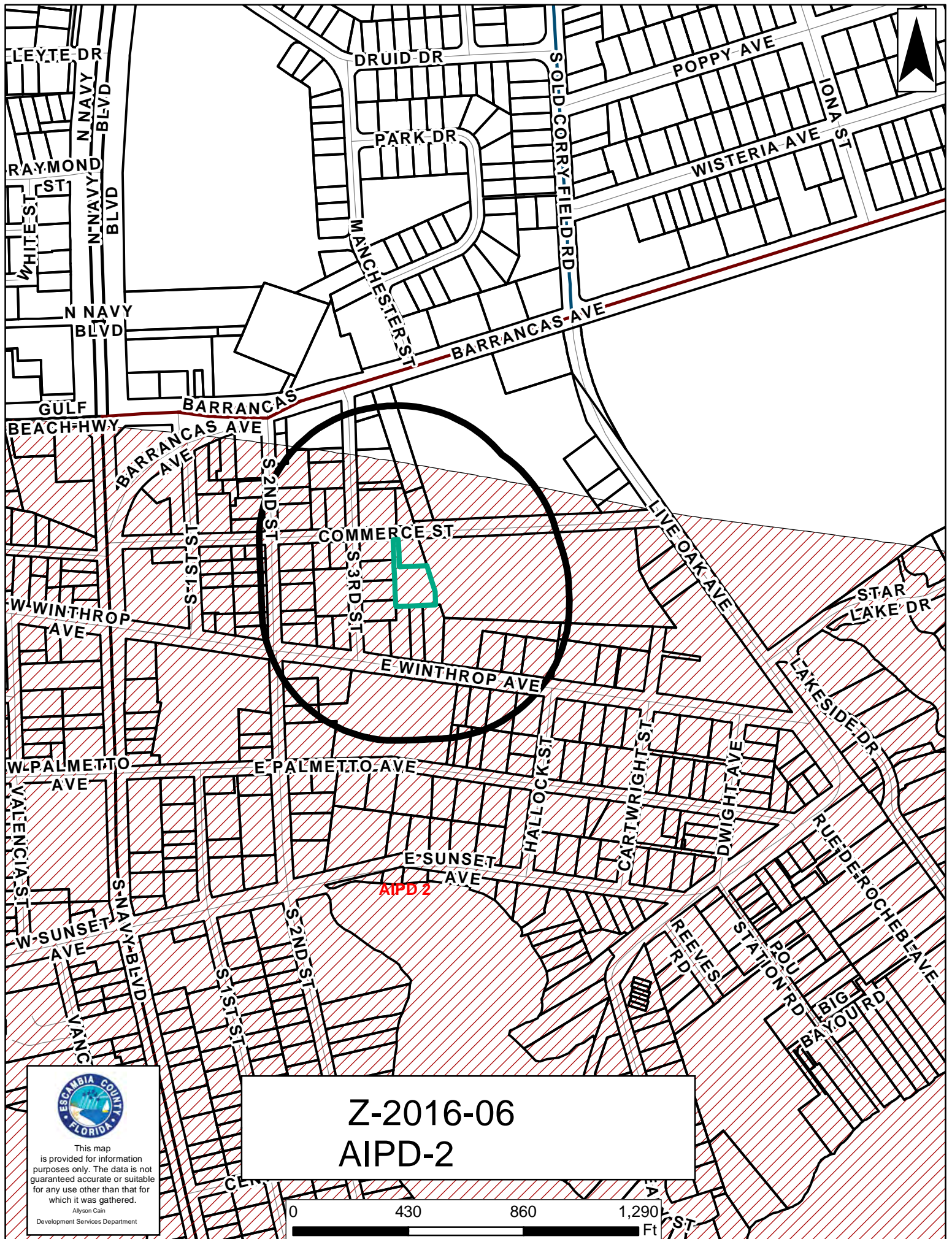






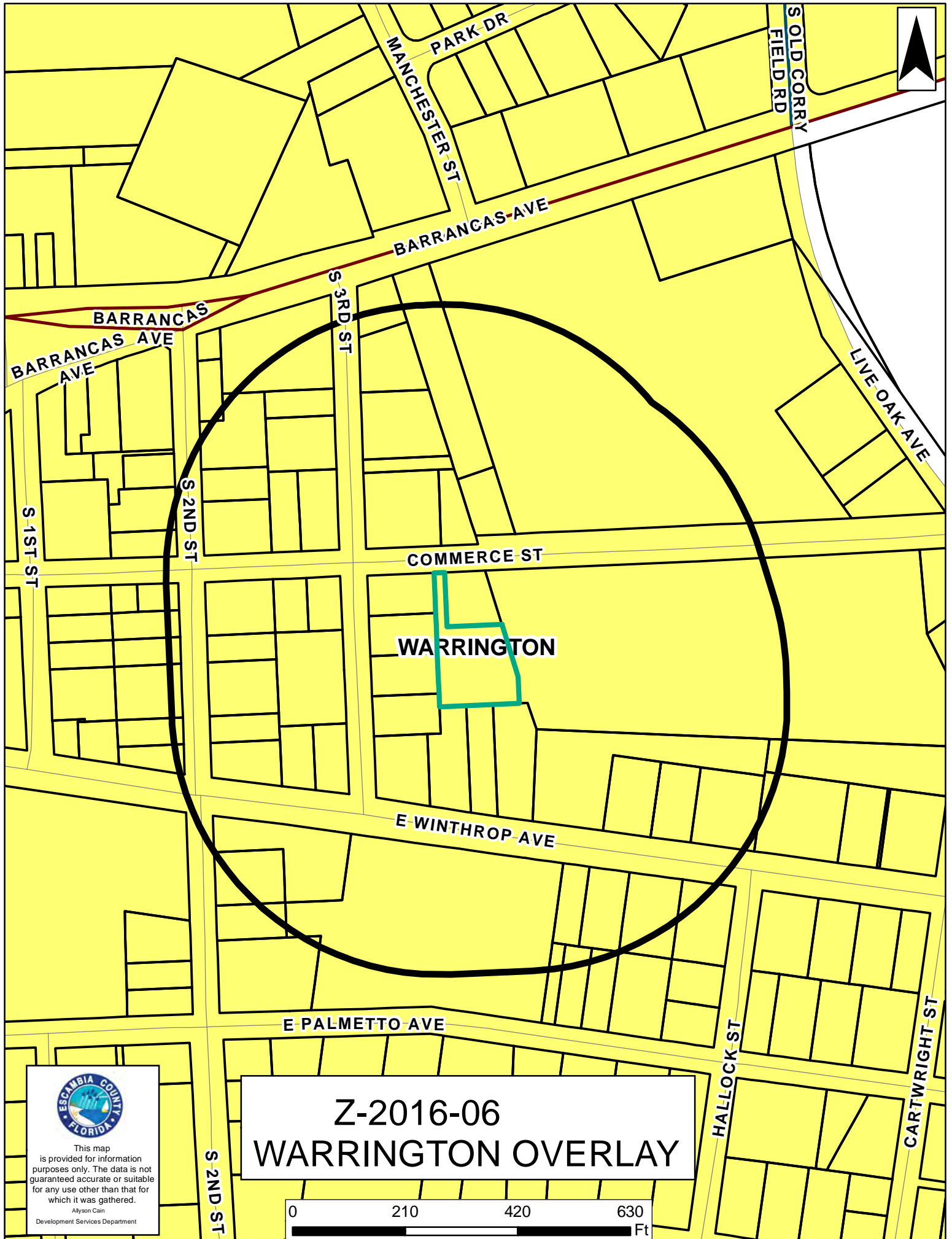






This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.  
Alyson Cain  
Development Services Department

Z-2016-06  
AIPD-2



**478-4141**

[www.connellandmanziek.com](http://www.connellandmanziek.com)



**NOTICE OF  
PUBLIC HEARING  
REZONING**

**CASE NO.:** Z-2016-06  
**CURRENT ZONING:** MDR **PROPOSED ZONING:** COM

**PLANNING BOARD**

**DATE:** 08/02/16 **TIME:** 8:30 A.M.

**LOCATION OF HEARING**

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3383 WEST PARK PLACE  
BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** 09/01/16 **TIME:** 5:45 PM

**LOCATION OF HEARING**

ESCAMBIA COUNTY GOVERNMENT CENTER  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 395-3475 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY

Public Notice Sign





Looking into subject Parcel





Building on subject parcel





Another view looking toward  
subject parcel



Looking south across Commerce St  
(adjacent commercial parcel)



Looking east from subject property  
along Commerce St.



Looking north from  
Commerce and 3<sup>rd</sup> St.  
(church in background)



Looking north along 3<sup>rd</sup> Ave  
toward Barrancas Ave.





Looking north across from  
subject parcel on Commerce St.





Looking north into commercial parcel  
which fronts Barrancas Ave.

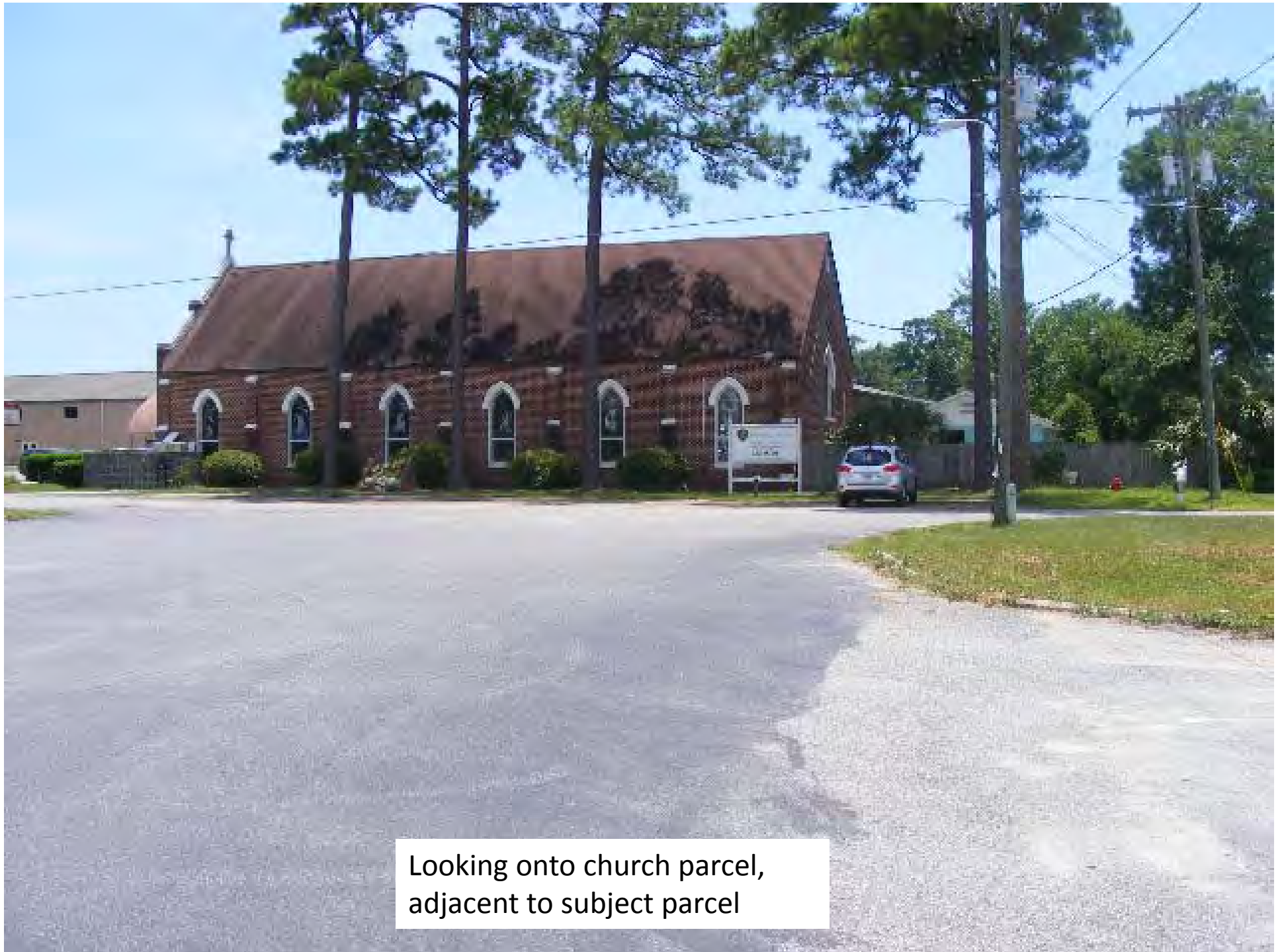


Looking east along Commerce  
from subject parcel





Another view looking east  
along Commerce St.





## Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

### Rezoning Application

FOR OFFICE USE ONLY - Case Number: 2-2016-00 Accepted by: AC/GR PB Meeting: 8/2

#### 1. Contact Information:

- A. Property Owner/Applicant: Terry Teschel  
Mailing Address: P.O. Box 4027  
Business Phone: None (closed) Cell: 850-377-2654  
Email: None
- B. Authorized Agent (if applicable): Joe WaneK  
Mailing Address: 2107 Airport Blvd  
Business Phone: 850-478-4141 Cell: 850-380-0677  
Email: JWANEK1@Bellsouth.net

*Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

#### 2. Property Information:

- A. Existing Street Address: 325 E Commerce St  
Parcel ID (s): 5125 307 06 100 4024
- B. Total acreage of the subject property: .532
- C. Existing Zoning: MDR  
Proposed Zoning: C-1 (COM.)  
FLU Category: MU-U
- D. Is the subject property developed (if yes, explain): yes  
metal storage + Equipment Bldg in Rear of Property + office in front
- E. Sanitary Sewer: ☒ Septic: ☐



3. Amendment Request

- A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

The front property at 337 E Commerce St was zoned C-1 in 2014. This property was all one piece before divided. We lost our grandfather use as C-1 when business closed in 2009. To be able to sell this property and warehouse we need to have it rezoned to C-1 like the property in front.

- B. Rezoning Approval Conditions – Please address ALL the following approval conditions for your rezoning request. (use supplement sheets as needed)

1. Consistent with Comprehensive Plan. The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

The property is in the Warrington Overlay district but was used as commercial for 30 plus years with no conflict with the area. Also the front property at 337<sup>E</sup> Commerce St was OK'd for rezoning to C-1 in 2014.

2. Consistent with LDC. The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

This Rezoning Request to C-1 is consistent with the C-1 zoned property in front and across Commerce St to the north.



3. **Compatibility.** All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.

C-1 zoning will be compatible with the C-1 zoning of the front property and the C-1 property to the North on Commerce St. The warehouse was built in 1974 and was used commercial until 2009 when closed.

4. **Changed conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

In 2014 the property in front was rezoned C-1. We are requesting that the rest of the property 325 E Commerce St also be rezoned to C-1.

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

This Re Zoning would just continue the C-1 zoning that is in front and across the street from this property.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

There will be no effect on the natural environment



4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 5129307061004024

Property Address: 325 E Commerce St, 32507

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 6<sup>th</sup> DAY OF July, YEAR OF 2016.

Terry J. Tescha  
Signature of Property Owner

TERRY J TESCHA  
Printed Name of Property Owner

7/6/16  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date



**AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY**  
(if applicable)

As owner of the property located at 325 E Commerce St,  
Pensacola, Florida, property reference number(s) 5125307061004024  
I hereby designate Joe WANER  
for the sole purpose of completing this application and making  
a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on  
the above referenced property. This Limited Power of Attorney is granted on this 10 day of July  
the year of, 2016, and is effective until the Board of County Commissioners or the Board of  
Adjustment has rendered a decision on this request and any appeal period has expired. The owner  
reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice  
to the Development Services Bureau.

Agent Name: Joe WANER Email: JWANER61@Bellsouth.net  
Address: 2107 Airport Blvd, Pensacola FL Phone: 850-380-0677

Terry J. Teschel  
Signature of Property Owner

TERRY J TESCHEL  
Printed Name of Property Owner

7/6/16  
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF FLORIDA COUNTY OF ESCAMBIA  
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of JULY 20 16,  
by TERRY J. TESCHEL

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL Drivers License

Linda L. Benton  
Signature of Notary

LINDA L. BENTON  
Printed Name of Notary



(Notary Seal)

## 5. Submittal Requirements

- A. \_\_\_\_\_ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.
- B. \_\_\_\_\_ Application Fee: **\$1275.50 - for one parcel** —  
**\$2122.50 - for two contiguous parcels**  
**\$2122.50 + \$84.70 - for each additional parcel for more than two contiguous parcels**
- This fee includes all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.
- C. \_\_\_\_\_ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) AND a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)
- D. \_\_\_\_\_ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)
- E. \_\_\_\_\_ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

### By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Joseph W. Wanner  
Signature of Owner/Agent

Joseph W. Wanner  
Printed Name Owner/Agent

7/6/16  
Date

Terry J. Teschke  
Signature of Owner

TERRY J. TESCHKE  
Printed Name of Owner

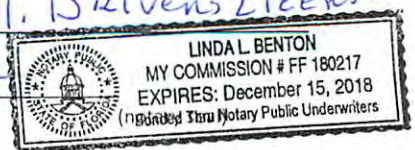
7/6/16  
Date

STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July 20 16, by Joseph Wanner + Terry Teschke

Personally Known ☒ OR Produced Identification ☒ Type of Identification Produced: FL. Drivers License

Linda L. Benton  
Signature of Notary

LINDA L. BENTON  
Printed Name of Notary





JANET HOLLEY, CFC  
ESCAMBIA COUNTY TAX COLLECTOR

**2015 Real Estate**

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
08-3128-000		See Above	06	512S30-7061-004-024

2015 Real Estate 0158958.0000

TESCHEL TERRY J  
PO BOX 4027  
PENSACOLA FL 32507-0027

325 E COMMERCE ST  
LTS 4 TO 8 LESS W 125 FT BLK 24  
1ST ADDN TO NEW WA RRINGTON PB  
1 P 30 OR 6220 P 218 OR 6445 P  
See Tax Roll for extra legal.

CURR  
YEA  
TAX  
BECC  
DELIN  
APR

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312

(850) 438-6500 Ext. 3252

Nov 30 2015	Dec 31 2015	Jan 31 2016	Feb 29 2016	Mar 31 2016	Apr 30 2016
\$ 1102.37	\$ 1113.85	\$ 1125.33	\$ 1136.82	\$ 1148.30	\$ 1182.75

AMOUNT  
IF PA  
BY  
←  
RETURN  
PAYM

DO NOT FOLD, STAPLE, OR MUTILATE

0000000000 0000114830 0000001589580000 0001 9

THIS AMOUNT  
WAS LATE  
4/2/16



**Development Services Department**  
Escambia County, Florida

**PLANNING BOARD  
REZONING PRE-APPLICATION SUMMARY FORM**

SI-2S-30-7061-004-024  
Property Reference Number

Joe Wanek  
Name

325 E Commerce  
Address

☐ Owner

☒ Agent

Referral Form  
Included? Y (N)

**MAPS PREPARED**

☒ Zoning

☐ FLU

☒ Aerial

☐ Other: \_\_\_\_\_

Redevelopment Area\*: Warrington

**PROPERTY INFORMATION**

Current Zoning: MDR Size of Property: .52 +/-

Future Land Use: MU-U Commissioner District: 2

Overlay/AIPD: AIPD-2 Subdivision: \_\_\_\_\_

Sanitary Sewer \_\_\_\_\_ Septic Tank \_\_\_\_\_

\*For more info please contact the CRA at 595-3217 prior to application submittal.

**COMMENTS**

Desired Zoning: Com

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? yes

Owner want to rezone to commercial to match  
property in front and across Commerce St increased  
in Warrington Overlay, suggested HDMU zoning; applicant wants  
commercial for resale value.

☒ Applicant will contact staff for next appointment

☐ Applicant decided against rezoning property

☐ Applicant was referred to another process

☐ BOA

☐ DRC

☐ Other: \_\_\_\_\_  
Process Name

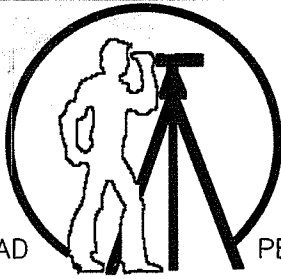
Staff present: Cathy MacLure, Allyson Cain

Date: 6/29/2016

Applicant/Agent Name & Signature: Joseph A Wanek JOSEPH A WANER

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

JOEL WALTERS



LAND SURVEYING

TELEPHONE NO.  
(850) 944-7926

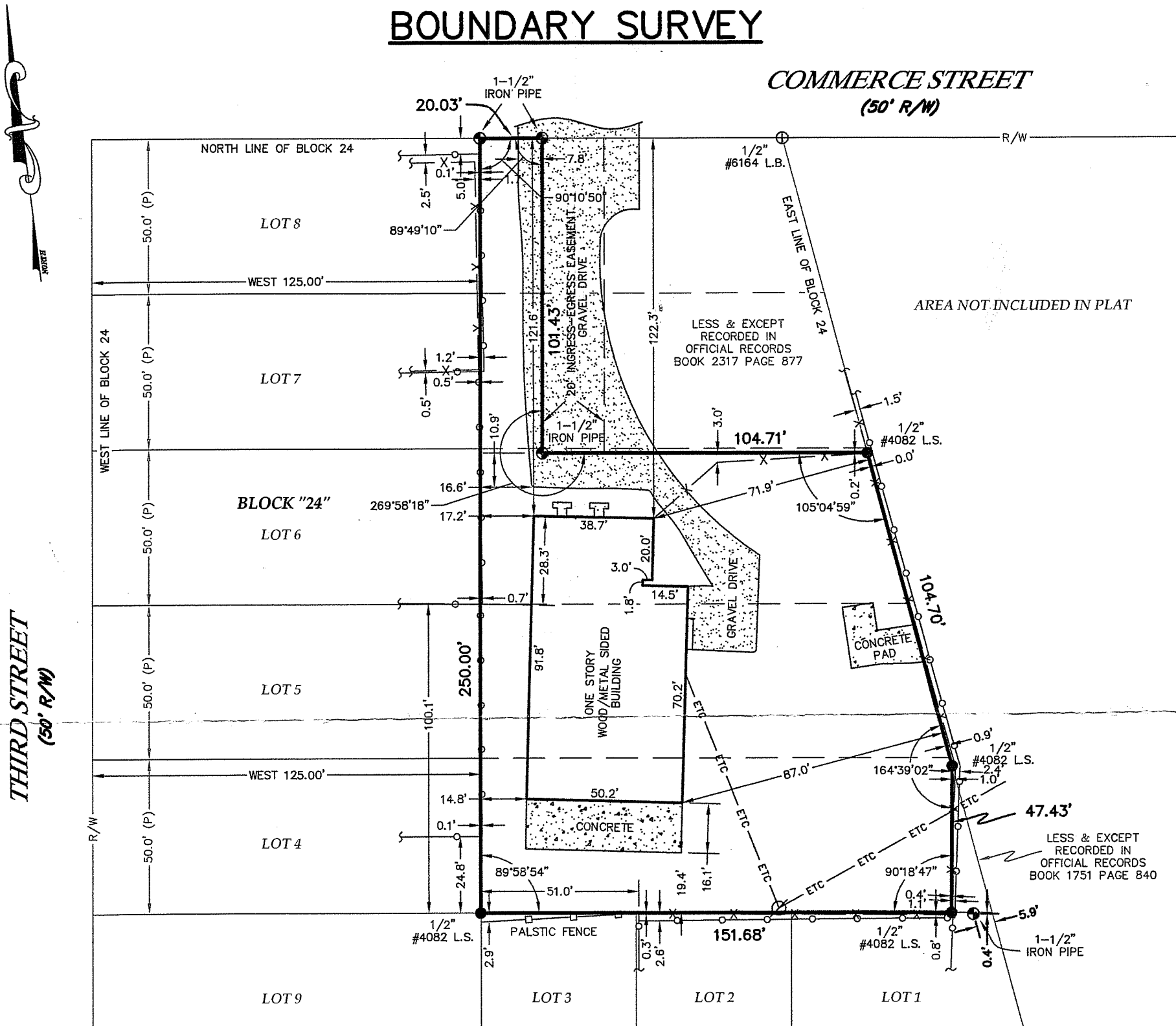
9191 RUBY'S FISH CAMP ROAD

PENSACOLA, FL 32526

FAX NO.  
(850) 944-3012

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

## BOUNDARY SURVEY



### LAND DESCRIPTION:

Lots 4, 5, 6, 7 and 8, less and except the Westerly 125 feet, Block "24", First Addition to New Warrington, a subdivision of a portion of Section 51, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat of said Subdivision recorded in Plat Book 1 at Page 30 of the records of said county and also less & except that certain property as described in Official Record Book 1305 at Page 110, Official Record Book 2317 Page 877, Official Record Book 1751, Page 840, Escambia County, Florida. Together with a 20 foot ingress-egress easement over the west 20 feet of that property described in Official Record Book 2317 at page 877 of the public records of Escambia County, Florida.

Source of Information: Recorded Plat. Description as furnished by client. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County. Footings, foundations or any other subsurface structures not located. No title work performed by this firm.

Address: 325 East Commerce Street

The address shown hereon is based on information furnished by the client and/or their agents. Said address has not been verified with the U.S. Postal Service. Any certifications shown hereon do not apply or cover the said address.

I hereby certify to Terry Teschel that this survey meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027 Florida Statutes.

### LEGEND:

□ - 4" x 4" (P.R.M.) Permanent Reference Monument Found    ■ - 4" x 4" Concrete Monument Found    ⊕ - Capped Iron Rod Found    ● - Iron Rod Unnumbered Found    ⊙ - Iron Pipe Unnumbered Found  
 ⊙ - (P.C.P.) Permanent Control Point Found    ▲ - Nail & disk Found    ● - 1/2" Diameter Capped Iron Rod L.S. #4082 Set    ⊙ - Utility Pole    --- Guy Anchor Wire    --- E-T-C --- Aerial Electric, Telephone, Cable Lines  
 --- Chain Link Fence    --- XX --- Wire Fence    --- O --- Wood Fence    --- □ --- Plastic Fence    R/W - Right of Way    B.S.L. - Building Setback Line    CONC. - Concrete    C - Centerline    P - Property Line    P.O.L. - Point on Line  
 P.O.C. - Point of Commencement    P.O.B. - Point of Beginning    P.C. - Point of Curvature    P.T. - Point of Tangency    P.I. - Point of Intersection    P.R.C. - Point of Reverse Curvature    P.C.C. - Point of Compound Curvature  
 R - Radius    Δ - Delta    L - Length of Arc    Ch - Chord    CB - Chord Bearing    T - Tangent    (P) - Plot    (D) - Description or Deed    (A) - Actual (TYP) - Typical    L.S. - Licensed Surveyor    L.B. - Licensed Business  
 ⊗ - Indicates Covered    \* - Set Hub & Tack    ⊕ - Benchmark    N.R. - Non-Radial    N.T.S. - Not to Scale    Ele - Elevation    ✱ - Light Pole

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

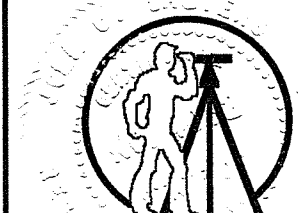
JOB NO. 09-12-015    FILE NO. B-12834    SCALE: 1"=40'  
 REQUESTED BY: Terry Teschel    DWG NAME 0912015  
 DATE OF SURVEY: 12/29/09    ENCROACHMENTS: AS SHOWN  
 FIELD BOOK: 596    PAGE: 74-76    REVISIONS:

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOEL C. WALTERS, R.L.S. NO. 4082  
STATE OF FLORIDA

DRAWN BY: KWJ



NOT VALID UNLESS  
SEALED WITH AN  
EMBOSSSED SEAL



**Development Services Department  
Building Inspections Division**

3363 West Park Place  
Pensacola, Florida, 32505  
(850) 595-3550  
Molino Office - (850) 587-5770

## RECEIPT

Receipt No. : **668017**

Date Issued. : 07/06/2016

Cashier ID : VHOWENS

Application No. : PRZ160700006

Project Name : Z-2016-06

### PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	1204	\$1,275.50	App ID : PRZ160700006
		<b>\$1,275.50</b>	Total Check

Received From : TERRY J TESCHEL

Total Receipt Amount : **\$1,275.50**

Change Due : \$0.00

### APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ160700006	761102	1,275.50	\$0.00	325 E COMMERCE ST, PENSACOLA, 32507

**Total Amount :**

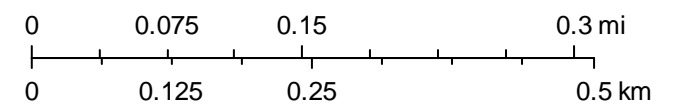
**1,275.50**

\$0.00

Balance Due on this/these  
Application(s) as of 7/8/2016



## 53 of 62





TESCHEL TERRY J PO BOX 4027 PENSACOLA, FL 32507	MORKES WILLIAM L 701 PALAMAR DR PENSACOLA, FL 32507	WARRINGTON 4093 BARRANCAS AVE PENSACOLA, FL 32507
FIVE FLAGS CORP PO BOX 4877 PENSACOLA, FL 32507	REDEEMER LUTHERAN CHURCH 333 COMMERCE ST PENSACOLA, FL 32507	PATTERSON WILLIAM T III 203 HALLOCK ST PENSACOLA, FL 32507
HARTUNG HELEN 320 E WINTHROP AVE PENSACOLA, FL 32507	BROWN KAREN L 13830 INNERARITY POINT RD PENSACOLA, FL 32507	WARRINGTON METHODIST 301 E WINTHROP AVE PENSACOLA, FL 32507
LIECHTY NATHAN J 121 S 3RD ST PENSACOLA, FL 32507	MILLER RICHARD 12441 ATHERTON RD ANCHORAGE, AK 99516	RICHARDSON KATHLEEN A 141 BAYSHORE DR PENSACOLA, FL 32507
POLLOCK PHILIP A & CHERYL E 1 OSAGE TR VICKSBURG, MS 39108	SUMNER MADLINE M 302 E WINTHROP AVE PENSACOLA, FL 325073670	BRAZWELL JOSEPH L SR 2355 SCENIC HWY PENSACOLA, FL 32503
PIONEER CASEWORK LLC 10 SOUTH THIRD ST PENSACOLA, FL 32507	SKINNER ELIZABETH N 3570 RIDDICK DR PENSACOLA, FL 32504	HOULIHAN MICHAEL 104 S 3RD ST PENSACOLA, FL 32507
RIEL BELLA 100 S 3RD ST PENSACOLA, FL 32507	HETHINGTON MARGARET EST OF C/O GAIL HETHINGTON 409 E SUNSET AVE PENSACOLA, FL 32507	WERNER JOHN G II LLC 4095 BARRANCAS AVE PENSACOLA, FL 32507
SIMMONS TEQUILLA 215 COMMERCE ST PENSACOLA, FL 32507	STRONG ROBERT 5701 CORONADA BLVD PENSACOLA, FL 32507	SECRETARY OF HOUSING AND URBAN DEVELOPMENT C/O NHMS LLC 2600 DOUGLAS RD STE 800 CORAL GABLES, FL 33134
WARD THOMAS H PO BOX 16543 PENSACOLA, FL 32507	LIEBHARDT DONNA LOUISE TIERNEY 300 E WINTHROP AVE PENSACOLA, FL 32507	CHIEFS ENDEAVORS LLC PO BOX 4634 PENSACOLA, FL 32507
REAL ESTATE MANAGEMENT LLC PO BOX 37533 PENSACOLA, FL 32526	CUSHING MARGARET A 108 2ND ST PENSACOLA, FL 32507	KING NED 1113 E MAXWELL ST PENSACOLA, FL 32503



DELLAPENTA ROBERT L JR & LEONA K  
114 SOUTH 2ND ST  
PENSACOLA, FL 32507

\*\*\*\*\*+\*+\*+, \*\*

BOSSO MICHAEL  
3028 CANNONADE DR  
PENSACOLA, FL 32506

KING NED D JR  
1113 E MAXWELL ST  
PENSACOLA, FL 32507

PASANEN MICHAEL S  
4 S 2ND ST  
PENSACOLA, FL 32507

SUAREZ EUFEMIO E JR & JUANITA S  
2851 GODWIN LN  
PENSACOLA, FL 32506

TRAC LABORATORIES INC  
314 MIMOSA DR  
DENTON, TX 76201-0855

PELAS CHERYL P YOUNG  
1289 EAGLE DR  
CANTONMENT, FL 32533

ST JOHN DAVID L  
206 SOUTH 2ND ST  
PENSACOLA, FL 32507

WARRINGTON HARDWARE INC  
4111 BARRANCAS AVE  
PENSACOLA, FL 32507-3643

BARNES TAYLOR D  
6329 SIQUENZA DR  
PENSACOLA, FL 32507

D W C INVESTMENT PARTNERSHIP  
3964 AIRPORT BLVD  
MOBILE, AL 36608

WAITS WOOD D & NORIKO  
8025 CHESTERFIELD RD  
PENSACOLA, FL 32506

MAXTON VIRGINIA E  
324 E PALMETTO AVE  
PENSACOLA, FL 32507

SVIGLIN KRESIMIR C & BARBARA H  
BRACE TUCMAN 10  
10295, KUPLJENOVO, CROATIA

POLY VICTORIA  
111 S 2ND ST  
PENSACOLA, FL 32507

ELWELL KATHLEEN SUZANNE  
105 S 2ND ST  
PENSACOLA, FL 32507

MAJEWSKI KRISTIN  
217 BERRY RD  
PENSACOLA, FL 32507

HAMBY DANIEL W & DEBRA  
PO BOX 16595  
PENSACOLA, FL 32507

TYLER ROBERT C LIFE EST  
321 E WINTHROP AVE  
PENSACOLA, FL 32507

WILKINSON RODNEY & ROBIN  
22 E WINTHROP AVE  
PENSACOLA, FL 32507

SAHUQUE SYBIL FRILLOUX  
404 WINTHROP AVE  
PENSACOLA, FL 32507

MADIGAN THERESA B  
312 E PALMETTO AVE  
PENSACOLA, FL 32507

**From:** [Maxwell P. Rogers](#)  
**To:** [Allyson Cain](#)  
**Cc:** [Clara F Long \(CRA\)](#)  
**Subject:** RE: Rezoning in Warrington Overlay  
**Date:** Wednesday, July 20, 2016 9:40:17 AM

---

Allyson,

We have reviewed the rezoning request and have no comment.

Thanks,

Max Rogers, AICP  
Development Program Manager  
Escambia County Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502  
**Office: 850-595-3499**  
Cell: 850-420-9497  
Fax: 850-595-3218  
E-mail: [mprogers@myescambia.com](mailto:mprogers@myescambia.com)  
Website: [www.myescambia.com](http://www.myescambia.com)

---

**From:** Allyson Cain  
**Sent:** Tuesday, July 19, 2016 1:38 PM  
**To:** Sherry Duffey  
**Cc:** Maxwell P. Rogers  
**Subject:** Rezoning in Warrington Overlay

*Please see the case file for the rezoning request from MDR to Commercial. I would like comments as soon as possible. The agenda will be finalized Thursday. My apologies for sending so late, I have been out a few days and time slipped away from me.*

*Thanks*

Allyson Cain, Urban Planner II  
Development Services  
Planning & Zoning  
850-595-3547



**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**INTEROFFICE MEMORANDUM**

TO: Andrew Holmer, Development Services Manager  
Development Services Department

FROM: Tommy Brown, Transportation Planner  
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager  
Transportation & Traffic Operations Division

DATE: July 25, 2016

RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the future land use map amendment case for the upcoming Escambia County Planning Board Quasi-Judicial Hearing.  
Please see comments below:

- Z-2016-06 – No comments at this time

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director  
Joy Blackmon, P.E., Public Works Department Director  
Colby Brown, P.E., Public Works Department Deputy Director



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 08-02-16

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: \_\_\_\_\_

☒ In Favor ☐ Against

\*Name: Joe WANEK

\*Address: 412 W W 1st St \*City, State, Zip: Pensacola FL

Email Address: JWANEK61@Bellsouth.com Phone: 380-0677

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

\*\*\*\*\*  
Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.





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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 8/2/16

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

\_\_\_\_\_ In Favor \_\_\_\_\_ Against

\*Name: John A. Price

\*Address: 2940 Duke Drive

\*City, State, Zip: Gulf Breeze, FL 32563

Email Address: jp6rls@yahoo.com

Phone: 850-455-0330

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 8-2-16

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

       In Favor        Against

\*Name: NEAL SMITH

\*Address: 1704 VENTURA LANE \*City, State, Zip: PENSACOLA, FL 32526

Email Address: NEALS@ADKINSON APPRAISAL.COM Phone: 408-1444

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk \* are required.*

\*\*\*\*\*

Chamber Rules

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# 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: 8/2/2016

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

\_\_\_\_\_ In Favor \_\_\_\_\_ Against

\*Name: ROBERT HEINICKE

\*Address: 8206 LINDFAIR DR.

\*City, State, Zip: 32506

Email Address: RHEINICKE@JUNO.COM

Phone: 850-456-5687

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign ☒ PAPER PNT

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

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7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
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(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: 8/2/16

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2016-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

☒ In Favor ☐ Against

\*Name:

David Bryant

\*Address:

916 Brookside Place

\*City, State, Zip:

Pensacola, FL 32503

Email Address:

friendsofwfpl@gmail.com

Phone:

850-982-6067

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:



would like to be notified of any further action related to the public hearing item.



do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10803**

**Growth Management Report 10. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/01/2016

**Issue:** 5:45 p.m. - A Public Hearing - Amending the Official Zoning Map

**From:** Horace Jones, Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 2, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

#### **BACKGROUND:**

Rezoning case Z-2016-06 was heard by the Planning Board on August 2, 2016. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

#### **BUDGETARY IMPACT:**

No budgetary impacts are expected as a result of the recommended Board action.

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

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

---

**Attachments**

Draft Ordinance

---

**ORDINANCE NUMBER 2016-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1. Purpose and Intent.**

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

<b>Case No.:</b>	<b>Z-2016-06</b>
Address:	325 East Commerce Street
Property Reference No.:	51-2S-30-7061-004-024
Property Size:	0.52 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

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

**Section 4. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** by the Board of County Commissioners of

Escambia County Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

**ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT**

\_\_\_\_\_  
**Deputy Clerk**

**(SEAL)**

**ENACTED:**

**FILED WITH DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10804**

**Growth Management Report 10. 3.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/01/2016

**Issue:** 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Development & Compliance Review, Two-Year Warranty

**From:** Horace Jones, Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Development & Compliance Review, Two -Year Warranty

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) amending Chapter 2, Article 5, Section 2-5.7 "Final Plats," by requiring all public subdivision improvements be free from defects for a period of two years from date of recordation of the final plat.

#### **BACKGROUND:**

On April 16, 2015, the Board of County Commissioners adopted the current LDC, which repealed and replaced the LDC (1996). The repealed LDC (1996), required applicants seeking final plat approval to warrant that the subdivision improvements were free from construction, design, material, and workmanship defects for a period of two years from the date that the final plat was recorded. The current Escambia County Land Development Code does not include the requirement for warranties for public subdivision improvements and the Board of County Commissioners finds that it is best to reincorporate a requirement for warranties for public subdivision improvements to ensure that public funds are not unnecessarily expended to correct defects in construction, design, materials, and workmanship.

#### **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 Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the Board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

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**Attachments**

Draft Ordinance

Clean Ordinance

---

---

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: 2 year warranty Ordinance

Date: 6/7/2016


Date requested back by: 6/12/2016

Requested by: Allyson Cain

Phone Number: \_\_\_\_\_

.....

(LEGAL USE ONLY)

Legal Review by Stephen G. West, Senior Assistant County Attorney 

Date Received: 6-20-2016

X \_\_\_\_\_ Approved as to form and legal sufficiency.

\_\_\_\_\_ Not approved.

\_\_\_\_\_ Make subject to legal signoff.

Additional comments:



ORDINANCE NUMBER 2016-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 2, ARTICLE 5, SECTION 2-5.7 "FINAL PLATS," BY REQUIRING ALL PUBLIC SUBDIVISION IMPROVEMENTS BE FREE FROM DEFECTS FOR A PERIOD OF TWO YEARS FROM DATE OF RECORDATION OF THE FINAL PLAT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on April 16, 2015, the Board of County Commissioners adopted the current Escambia County Land Development Code, which repealed and replaced the Escambia County Land Development Code (1996), as amended; and

**WHEREAS**, Section 4.03.03 of the repealed Escambia County Land Development Code (1996), required applicants seeking final plat approval to warrant that the subdivision improvements were free from construction, design, material, and workmanship defects for a period of two years from the date that the final plat was recorded; and

**WHEREAS**, the current Escambia County Land Development Code does not include the requirement for warranties for public subdivision improvements; and

**WHEREAS**, the Board of County Commissioners finds that it is in the best interests of the public health, safety, and welfare to reincorporate a requirement for warranties for public subdivision improvements to ensure that public funds are not unnecessarily expended to correct defects in construction, design, materials, and workmanship;

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Article 5, Section 2-5.7 "Final Plats" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec.2-5.7 Final plats.**

**(a) General.** Final plat approval is required to map the proposed subdivision of land in compliance with the platting requirements of Florida Statutes, so that, upon its recording, all land shown on the plat that is a part of the subdivision is identified and may be conveyed by reference to the plat, including the dedication of rights-of-way and easements. The approval of a final plat allows the recording of the plat in the public records when its content and form are consistent with state and county

requirements and with any applicable conditions of its approved preliminary plat and infrastructure construction plan.

**(b) Application for the final plat.** Applicants seeking final plat approval from the Board of County Commissioners shall submit their request to the Office of the Planning Official. Applications shall be submitted within two years of the date that the preliminary plat and construction plans were approved unless an extension is granted as provided in Chapter 2.

**(c) Warranty agreement.** Applicants seeking final plat approval shall warrant that all public subdivision improvements are built in accordance with approved construction plans and free from design, construction, material, and workmanship defects for a period of two years from the date that the final plat is recorded. The applicant shall make the warranty on a form of warranty agreement published by the County.

**(d) Incidental deficiencies.** At the discretion of the County Engineer, final plats may be submitted to the Board of County Commissioners for approval with minor defects to public subdivision improvements that are determined to be incidental deficiencies. Incidental deficiencies are primarily cosmetic in nature and do not undermine the function or stability of the public subdivision improvements. Incidental deficiencies include but are not limited to the following:

**(1) Cracked curbing or other cracked concrete that is not destroyed or displaced but still functions for the intended use.**

**(2) Minor ponding of water on asphalt, provided base failure is not evident.**

**(3) Minor settling of asphalt areas, provided base failure is not evident.**

**(4) Minor defects in stormwater pipe, provided installation is in accordance with the manufacturers' requirements.**

**(5) Ponds recharging at a slow rate, but still meeting regulatory requirements.**

**(6) Seed or sod that has failed to establish sufficient ground cover for final stabilization and erosion control.**

Incomplete installation of street signs and pavement markings shall not be considered incidental deficiencies. If incidental deficiencies exist when the final plat is submitted for approval by the Board of County Commissioners, the applicant shall also include financial security with the executed warranty agreement.

**(e) Acceptable forms of financial security.** Financial security shall be in the form of a cash deposit or irrevocable letter of credit. The cash deposit shall be held in an interest-bearing account with withdrawals conditions upon approval of the County Administrator. Interest on cash deposits shall be retained by the applicant only if the applicant satisfactorily corrects all incidental deficiencies guaranteed by the deposit.

**(f) Amount of financial security.** If financial security is required, the applicant shall provide an estimate from the engineer of record for the cost to remove and replace all public subdivision improvements with incidental deficiencies. The amount of the financial security to be provided by the applicant shall be 150% of the cost estimate or \$7,500, whichever is greater.

1 **(g) Warranty inspection.** The County shall inspect all warranted public subdivision  
2 improvements prior to the expiration of the two year warranty period and provide to  
3 the applicant a list of deficiencies noted during the inspection. The applicant shall  
4 remain responsible for correcting any deficiencies noted in the inspection even if the  
5 corrective action is not completed until after the expiration of the two year warranty  
6 period.

7  
8 **(h) (b) Approval process.** Checklists provided by the appropriate department will give  
9 the applicant quick and ready access to the requirements of this article.  
10

11 **(i) (e) Recreational amenities.**

12 For proposed subdivisions that are designed to utilize significant recreational  
13 amenities, including but not limited to a golf course, swimming pool, club house  
14 or tennis courts, the area designated for those uses shall be included in the final  
15 plat.

16 **Sec. 2-5.8 Plat vacation.**

17 **(a) General.** Plat vacation approval is required to vacate a subdivision plat in whole  
18 or part after the plat has been recorded in the public records of the county. The  
19 approval to vacate a final plat accommodates a replat or a return to acreage for  
20 the subject land, according to Chapter 177, Florida Statutes.

21 **(b) Application for the final plat.** ~~An application shall be submitted for compliance~~  
22 ~~review to the office of the Planning Official. For subdivisions requiring preliminary~~  
23 ~~plat and construction plan approval, applications shall be submitted within two~~  
24 ~~years from the date of that approval, or otherwise allowed by an approved~~  
25 ~~extension.~~

26 **(e)(b) Approval process.**

27 Checklists provided by the appropriate department will give the applicant quick and  
28 ready access to the requirements of this article.

29 **Section 2. Severability.**

30  
31 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
32 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way  
33 affect the validity of the remaining portions of this Ordinance.  
34

35 **Section 3. Inclusion in Code.**

36  
37 It is the intention of the Board of County Commissioners that the provisions of this  
38 Ordinance shall be codified as required by F.S. § 125.68; and that the sections,  
39 subsections and other provisions of this Ordinance may be renumbered or re-lettered  
40 and the word "ordinance" may be changed to "section," "chapter," or such other  
41 appropriate word or phrase in order to accomplish such intentions.

1 **Section 4. Effective Date.**

2  
3 This Ordinance shall become effective upon filing with the Department of State.

4  
5 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

6  
7 **BOARD OF COUNTY COMMISSIONERS**  
8 **OF ESCAMBIA COUNTY, FLORIDA**

9  
10 By: \_\_\_\_\_  
11 **Grover C. Robinson, IV, Chairman**

12  
13 **ATTEST: PAM CHILDERS**  
14 **Clerk of the Circuit Court**

15  
16 By: \_\_\_\_\_  
17 **Deputy Clerk**

18 **(SEAL)**

19  
20 **ENACTED:**

21  
22 **FILED WITH THE DEPARTMENT OF STATE:**

23  
24 **EFFECTIVE DATE:**

**ORDINANCE NUMBER 2016-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 2, ARTICLE 5, SECTION 2-5.7 "FINAL PLATS," BY REQUIRING ALL PUBLIC SUBDIVISION IMPROVEMENTS BE FREE FROM DEFECTS FOR A PERIOD OF TWO YEARS FROM DATE OF RECORDATION OF THE FINAL PLAT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 16, 2015, the Board of County Commissioners adopted the current Escambia County Land Development Code, which repealed and replaced the Escambia County Land Development Code (1996), as amended; and

**WHEREAS**, Section 4.03.03 of the repealed Escambia County Land Development Code (1996), required applicants seeking final plat approval to warrant that the subdivision improvements were free from construction, design, material, and workmanship defects for a period of two years from the date that the final plat was recorded; and

**WHEREAS**, the current Escambia County Land Development Code does not include the requirement for warranties for public subdivision improvements; and

**WHEREAS**, the Board of County Commissioners finds that it is in the best interests of the public health, safety, and welfare to reincorporate a requirement for warranties for public subdivision improvements to ensure that public funds are not unnecessarily expended to correct defects in construction, design, materials, and workmanship;

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 2, Article 5, Section 2-5.7 "Final Plats" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec.2-5.7     Final plats.**

**(a) General.** Final plat approval is required to map the proposed subdivision of land in compliance with the platting requirements of Florida Statutes, so that, upon its recording, all land shown on the plat that is a part of the subdivision is identified and may be conveyed by reference to the plat, including the dedication of rights-of-way and easements. The approval of a final plat allows the recording of the plat in the public records when its content and form are consistent with state and county requirements and with any applicable conditions of its approved preliminary plat and infrastructure construction plan.

- (b) **Application for the final plat.** Applicants seeking final plat approval from the Board of County Commissioners shall submit their request to the Office of the Planning Official. Applications shall be submitted within two years of the date that the preliminary plat and construction plans were approved unless an extension is granted as provided in Chapter 2.
- (c) **Warranty agreement.** Applicants seeking final plat approval shall warrant that all public subdivision improvements are built in accordance with approved construction plans and free from design, construction, material, and workmanship defects for a period of two years from the date that the final plat is recorded. The applicant shall make the warranty on a form of warranty agreement published by the County.
- (d) **Incidental deficiencies.** At the discretion of the County Engineer, final plats may be submitted to the Board of County Commissioners for approval with minor defects to public subdivision improvements that are determined to be incidental deficiencies. Incidental deficiencies are primarily cosmetic in nature and do not undermine the function or stability of the public subdivision improvements. Incidental deficiencies include but are not limited to the following:
- (1) Cracked curbing or other cracked concrete that is not destroyed or displaced but still functions for the intended use.
  - (2) Minor ponding of water on asphalt, provided base failure is not evident.
  - (3) Minor settling of asphalt areas, provided base failure is not evident.
  - (4) Minor defects in stormwater pipe, provided installation is in accordance with the manufacturers' requirements.
  - (5) Ponds recharging at a slow rate, but still meeting regulatory requirements.
  - (6) Seed or sod that has failed to establish sufficient ground cover for final stabilization and erosion control.
- Incomplete installation of street signs and pavement markings shall not be considered incidental deficiencies. If incidental deficiencies exist when the final plat is submitted for approval by the Board of County Commissioners, the applicant shall also include financial security with the executed warranty agreement.
- (e) **Acceptable forms of financial security.** Financial security shall be in the form of a cash deposit or irrevocable letter of credit. The cash deposit shall be held in an interest-bearing account with withdrawals conditions upon approval of the County Administrator. Interest on cash deposits shall be retained by the applicant only if the applicant satisfactorily corrects all incidental deficiencies guaranteed by the deposit.
- (f) **Amount of financial security.** If financial security is required, the applicant shall provide an estimate from the engineer of record for the cost to remove and replace all public subdivision improvements with incidental deficiencies. The amount of the financial security to be provided by the applicant shall be 150% of the cost estimate or \$7,500, whichever is greater.
- (g) **Warranty inspection.** The County shall inspect all warranted public subdivision improvements prior to the expiration of the two year warranty period and provide to the applicant a list of deficiencies noted during the inspection. The applicant shall remain responsible for correcting any deficiencies noted in the inspection even if the

corrective action is not completed until after the expiration of the two year warranty period.

**(h) ~~(b)~~Approval process.** Checklists provided by the appropriate department will give the applicant quick and ready access to the requirements of this article.

**(i) ~~(c)~~Recreational amenities.**

For proposed subdivisions that are designed to utilize significant recreational amenities, including but not limited to a golf course, swimming pool, club house or tennis courts, the area designated for those uses shall be included in the final plat.

#### **Sec. 2-5.8 Plat vacation.**

**(a) General.** Plat vacation approval is required to vacate a subdivision plat in whole or part after the plat has been recorded in the public records of the county. The approval to vacate a final plat accommodates a replat or a return to acreage for the subject land, according to Chapter 177, Florida Statutes.

**~~(b) Application for the final plat.~~** ~~An application shall be submitted for compliance review to the office of the Planning Official. For subdivisions requiring preliminary plat and construction plan approval, applications shall be submitted within two years from the date of that approval, or otherwise allowed by an approved extension.~~

**~~(c)~~(b)Approval process.**

Checklists provided by the appropriate department will give the applicant quick and ready access to the requirements of this article.

#### **Section 2. Severability.**

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

#### **Section 3. Inclusion in Code.**

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



**Section 4. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** this\_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA**

**By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman**

**ATTEST: PAM CHILDERS  
Clerk of the Circuit Court**

**By: \_\_\_\_\_  
Deputy Clerk**

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10723**

**Growth Management Report 10. 4.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/01/2016

**Issue:** 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 4, Airport and Airfield Environs

**From:** Horace Jones, Director

**Organization:** Development Services

---

**RECOMMENDATION:**

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 4, Airport and Airfield Environs

That the Board review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4 Location and Use Regulations, Article 4 Airport and Airfield Environs, Section 4-4.2.c "Applicable airports and airfields," Section 4-4.3.2.b "from airport/airfield," and Section 4-4.4.b.3 "Establishment." to remove references to Navy Outlying Field Saufley Airport and Coastal Airport.

**BACKGROUND:**

These proposed changes are to delete Coastal Airport and Navy Outlying Landing Field (NOLF) Saufley from the LDC. The Coastal Airport and NOLF Saufley both have been closed.

**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 Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

---

**Attachments**

Saufley Closure letter

CNIC OLF Saufley Field Closure Endorsement

Email from Stephanie Oram with the Navy

Maps

Draft Ordinance

Clean Ordinance

---



DEPARTMENT OF THE NAVY

NAVAL AIR STATION PENSACOLA  
150 HASE ROAD SUITE-A  
PENSACOLA, FL 32508-1051

3700

Ser N32/0861

10 July 2015

From: Commanding Officer, Naval Air Station Pensacola  
To: Commander, Naval Installations Command  
Via: Commander, Navy Region Southeast

Subj: OUTLYING LANDING FIELD SAUFLEY AIRPORT CLOSURE

Ref: (a) NAVAIR 00-80T-124  
(b) NAS Pensacola ltr 11000 Ser N45/0498 of 21 May 14  
(b) CNAF ltr 11000 Ser N8/966 of 4 Sep 14

1. Per reference (a), request to close Outlying Landing Field Saufley. Reference (b) is Naval Air Station Pensacola's request for a determination from Commander, Naval Air Forces (CNAF) on the long term viability of OLF Saufley.

2. Per reference (c), CNAF states there is "no future aviation training or operational requirements that need to be supported by the OLF."

3. Request OLF Saufley airport be removed from all flight publications and considered a closed airfield. The Federal Aviation Administration maintained VHF Omni Directional Range navigation aid remains in use.

4. My point of contact is Mr. Michael McCarthy. He can be reached at COMM: (850) 452-2547 DSN: 459-2547 or email at michael.mccarthy2@navy.mil.



K. W. HOSKINS

Copy to:  
COMNAVAIRLANT N74  
FAA, Eastern Service Area,  
(AJR-03), Air Traffic Control Representative  
NAVFIG SPAWARSYSCENT, Atlantic  
(Code 525E0/N980A)



**DEPARTMENT OF THE NAVY**  
COMMANDER, NAVY INSTALLATIONS COMMAND  
716 SICARD STREET, SE, SUITE 1000  
WASHINGTON NAVY YARD, DC 20374-5140

1440  
Ser N3/160001

JAN 6 2016

From: Commander, Navy Installations Command  
To: Commanding Officer, Naval Air Station Pensacola

Subj: OUTLYING LANDING FIELD SAUFLEY AIRPORT CLOSURE

Ref: (a) NAS Pensacola ltr 3700 Ser N32/0861 of 10 July 15

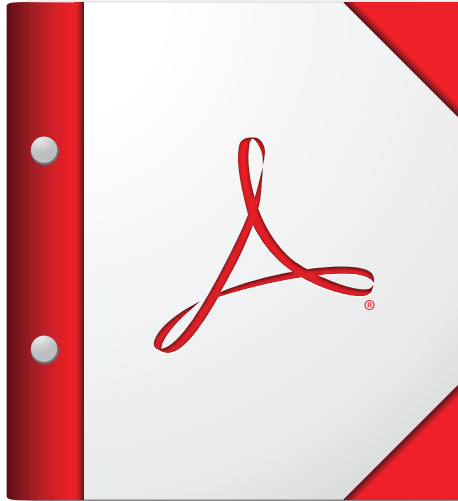
1. Request contained in reference (a), to close Outlying Landing Field (OLF) Saufley Airport, is approved.
2. Ensure appropriate action is taken to remove OLF Saufley Airport from all flight information publications.

A handwritten signature in blue ink, appearing to read "T. G. Alexander", is written over the typed name.

T. G. ALEXANDER

By direction

Copy to:  
COMNAVREG SE Jacksonville FL



**For the best experience, open this PDF portfolio in  
Acrobat X or Adobe Reader X, or later.**

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John C Fisher  
Planning and Zoning Dept.

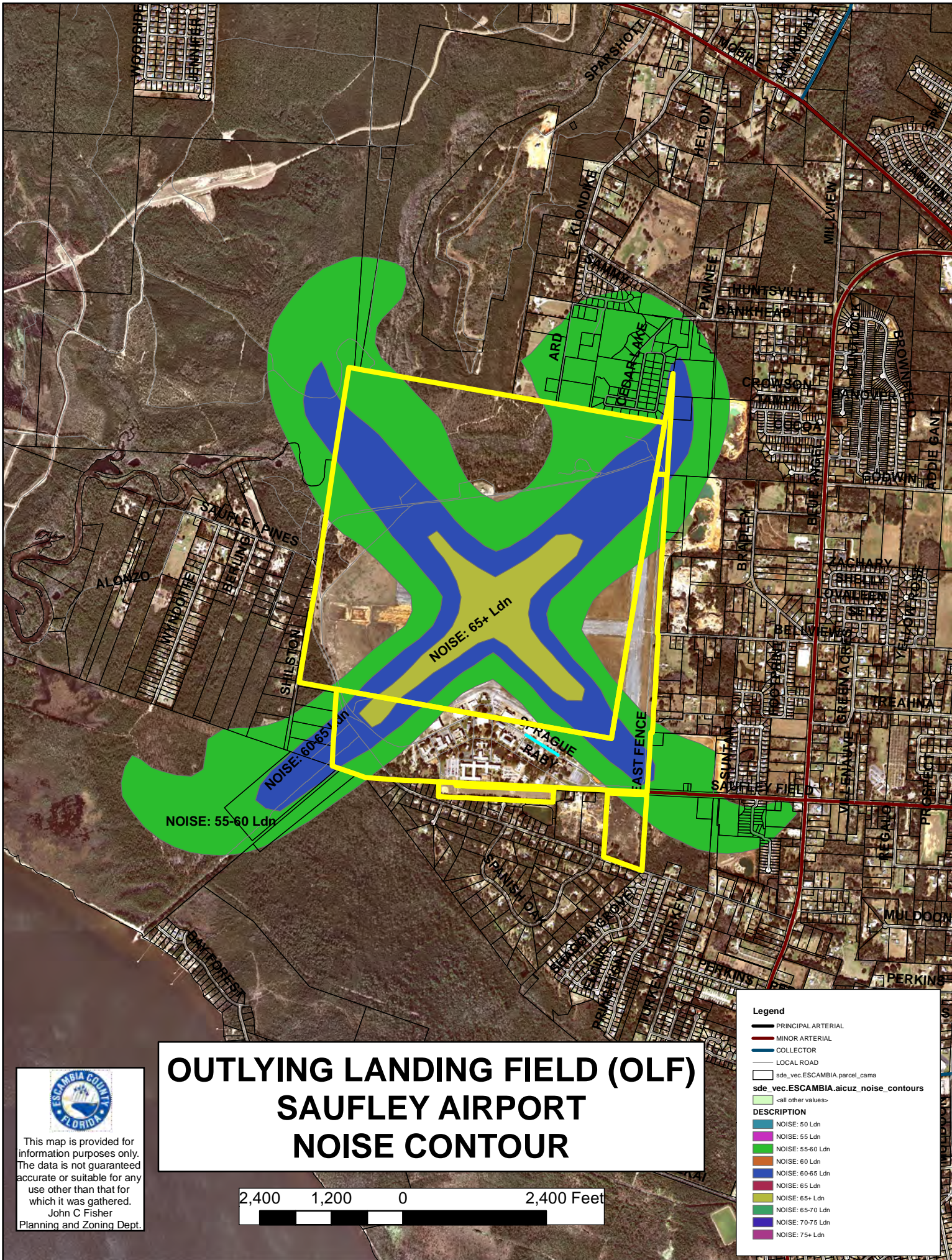
## OUTLYING LANDING FIELD (OLF) SAUFLEY AIRPORT

1,250 625 0 1,250 Feet

### Legend

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- sde\_vec.ESCAMBIA.parcel\_cama

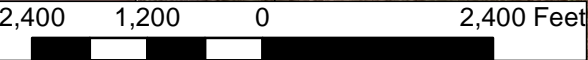




# OUTLYING LANDING FIELD (OLF) SAUFLEY AIRPORT NOISE CONTOUR



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.  
John C Fisher  
Planning and Zoning Dept.



**Legend**

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

sde\_vec.ESCAMBIA.parcel\_cama

sde\_vec.ESCAMBIA.aicuz\_noise\_contours

**DESCRIPTION**

NOISE: 50 Ldn

NOISE: 55 Ldn

NOISE: 55-60 Ldn

NOISE: 60 Ldn

NOISE: 60-65 Ldn

NOISE: 65 Ldn

NOISE: 65+ Ldn

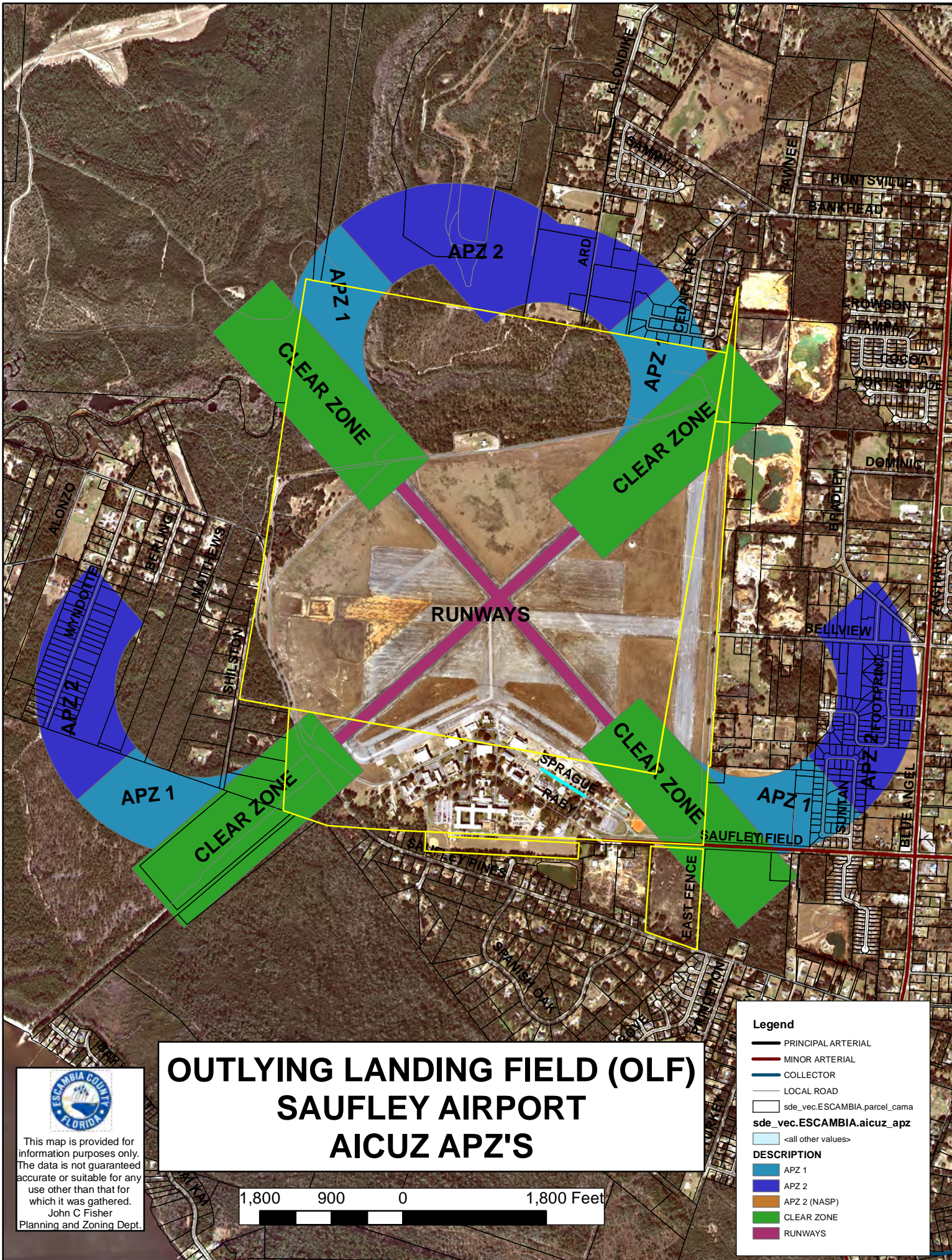
NOISE: 65-70 Ldn

NOISE: 70-75 Ldn

NOISE: 75+ Ldn

<all other values>





# OUTLYING LANDING FIELD (OLF) SAUFLEY AIRPORT AICUZ APZ'S



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.  
John C Fisher  
Planning and Zoning Dept.

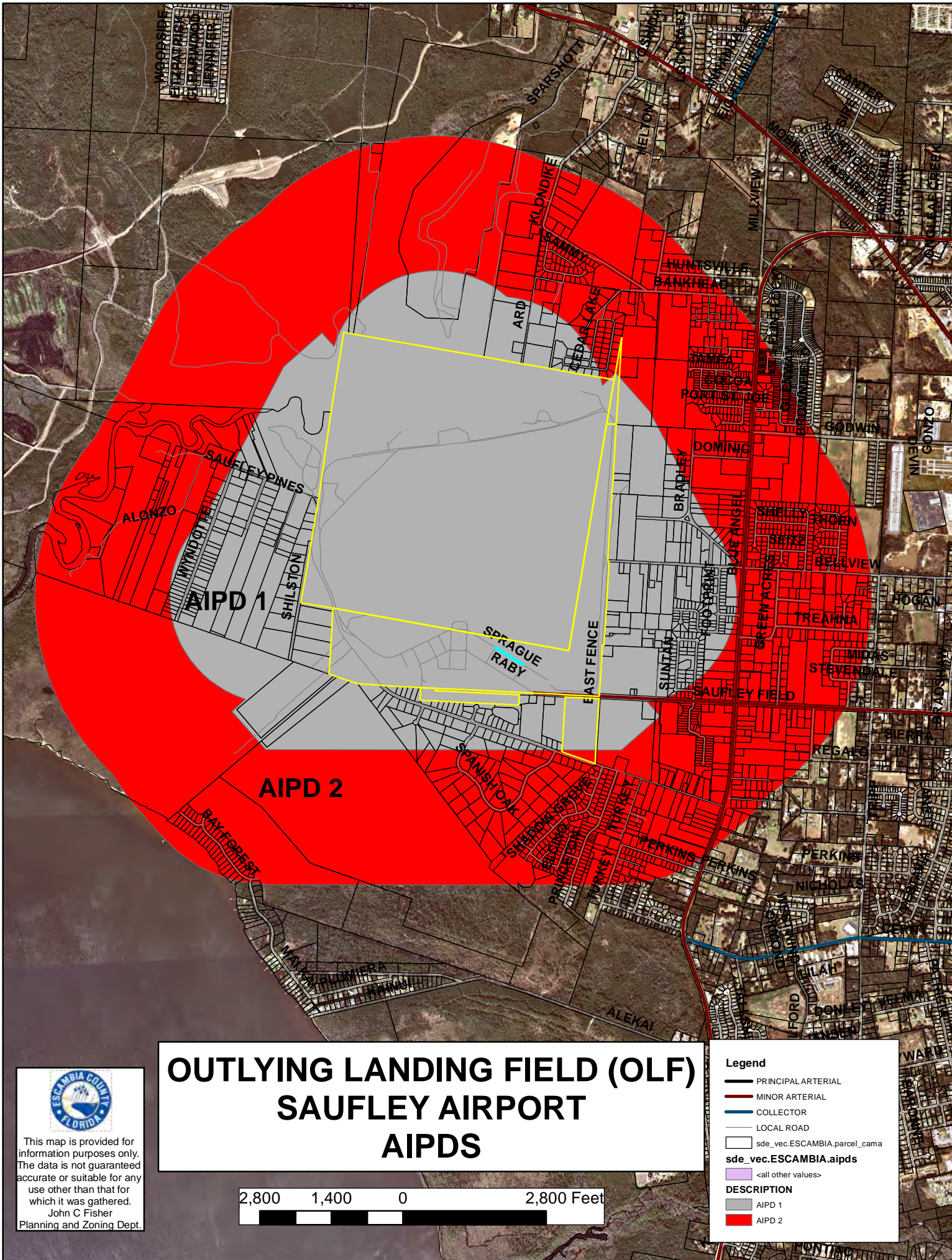
**Legend**

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- sde\_vec.ESCAMBIA.parcel\_cama
- sde\_vec.ESCAMBIA.aicuz\_apz
- <all other values>

**DESCRIPTION**

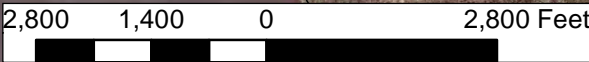
- APZ 1
- APZ 2
- APZ 2 (NASP)
- CLEAR ZONE
- RUNWAYS





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.  
John C Fisher  
Planning and Zoning Dept.

# OUTLYING LANDING FIELD (OLF) SAUFLEY AIRPORT AIPDS



Legend	
	PRINCIPAL ARTERIAL
	MINOR ARTERIAL
	COLLECTOR
	LOCAL ROAD
	sde_vec.ESCAMBIA.parcel_cama
	sde_vec.ESCAMBIA.aipds
	<all other values>
DESCRIPTION	
	AIPD 1
	AIPD 2



## (COUNTY DEPARTMENT USE ONLY)

Additional comments:

ORDINANCE NUMBER 2016-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, "LOCATION AND USE REGULATIONS", SECTION 4-4.2; SECTION 4-4.3; SECTION 4-4.4; TO REMOVE REFERENCES TO NAVY OUTLYING FIELD SAUFLEY AIRPORT AND COASTAL AIRPORT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and

**WHEREAS**, on January 6, 2016 the Navy Installations Command took action to approve the closing of Outlying Landing Field (OLF) Saufley Airport; and

**WHEREAS**, the ordinance was to be transmitted to the Department of the Navy, Navy Air Station Pensacola for review and comment prior to adoption; and

**WHEREAS**, the Board of County Commissioners directed staff to remove the Navy outlying field Saufley Airport from Chapter 4 Location and Use Regulations; 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

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location And Use Regulations, Section 4-4.2; Section 4-4.3; Section 4-4.4 is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 4-4.2 General provisions.**

**(a) Approval required.** All land uses and development activities in proximity to airports and airfields require county review and approval for compliance with the regulations of this article unless the use or activity is specifically identified in the LDC as exempt from these regulations. The regulations include both obstruction limitations for flight safety and land use restrictions for areas exposed to noise and accident risk.

1 **(b) Modification of regulations.** Variances to the strict application of the regulations of  
2 this article may only be granted as specifically allowed by the variance provisions of this  
3 article and the compliance review processes of Chapter 2.

4 **(c) Applicable airports and airfields.** The following facilities, each with an established  
5 elevation of the highest point above mean sea level of its runways or landing areas, are  
6 protected by the provisions of this article:

7  
8 Pensacola International Airport: 121 feet

9 Ferguson Airport: 27 feet

10 ~~Coastal Airport: 110 feet~~

11 Naval Air Station (NAS) Pensacola, Sherman Field: 28feet

12 ~~Navy Outlying Landing Field (NOLF) Saufley: 85 feet~~

13 Navy Outlying Landing Field (NOLF) Site 8: 110 feet

14 **Sec. 4-4.3 Hazards to air navigation.**

15 **(a) Hazards prohibited.** No permit or other approval to construct a new structure or  
16 establish a new use shall be granted that would allow the establishment or creation of  
17 an airport or airfield hazard. Additionally, no approval shall be granted that would allow  
18 a nonconforming use, structure or site condition to become a higher obstruction or  
19 greater hazard to air navigation.

20 **(b) Obstruction hazards.** A hazard to air navigation is presumed to exist when an  
21 object of natural growth or terrain, or of permanent or temporary construction or  
22 alteration, including mobile objects and equipment or materials used, exceeds any  
23 federally established standards for identifying obstructions to air navigation or  
24 navigational aids or facilities. Those standards apply regardless of other LDC height  
25 limits. An object is not considered an obstruction hazard by the FAA or the county if an  
26 aeronautical study by the FAA concludes that the object is not a hazard to air  
27 navigation.

28 **(1) Height limit maps.** An object is or would be an obstruction to air navigation if it is of  
29 greater height than any of the federally established limits for airports and airfields.  
30 Those limits are mapped for each of the airports and airfields identified in this article and  
31 are specifically adopted here by reference as the *Airport and Airfield Height Limitation*  
32 *Zone Maps* of Escambia County. The maps are declared to be part of the LDC, with the  
33 information shown on them having the same force and effect as the text of the LDC.  
34 The height limitation zone maps represent the primary, clear zone, approach, horizontal,  
35 conical, transitional and other imaginary surfaces applicable to the takeoff and landing  
36 areas of each  
37 airport or airfield. The maps are maintained digitally in the county's "Geographic  
38 Information System" (GIS).

39 **(2) Other height limits.** In addition to the established height limit surfaces for each  
40 airport and airfield, an object is or would be an obstruction to air navigation if it is of  
41 greater height than any of the following federally established height limits related to  
42 airports and airfields:

43 **a. Site of object.** A height of 499 feet above ground level at the site of the object.



1 **b. From airport/airfield.** A height that is 200 feet above ground level or above the  
2 established airport/airfield elevation, whichever is higher, within three nautical miles of  
3 the established reference point (approximate geometric center of runways) of  
4 Pensacola International Airport, or NAS Pensacola Sherman Field, ~~or NOLF Saufley~~;  
5 and that height increasing at the rate of 100 feet for each additional nautical mile from  
6 the airport or airfield, up to a maximum of 499 feet.

7 **c. Other heights.** Other established heights, including those relating to the traverse  
8 ways of vehicles and other mobile objects, and airport and airfield approach, departure,  
9 takeoff and landing areas.  
10

11 **Sec. 4-4.4 Airport and airfield planning districts.**

12 **(a) Pensacola International Airport Planning District.** The Pensacola International  
13 Airport Planning District (PNSPD) is established to provide enhanced protection in  
14 support of the continued operation of the Pensacola International Airport for areas that  
15 are close enough to the airport to influence or be influenced by its activities. The  
16 PNSPD imposes additional restrictions on surrounding development that primarily  
17 address noise and safety concerns created by flight operations and potential  
18 interferences with those operations.

19 **(1) Establishment.** The PNSPD is established through its definition and adoption within  
20 the LDC. The Pensacola International Airport Influence Planning District Overlay maps  
21 for noise zones and educational facility restrictions are specifically adopted here by  
22 reference and declared to be part of the LDC, with the information shown on the maps  
23 having the same force and effect as the text of the LDC. The PNSPD maps are  
24 maintained digitally in the county's "Geographic Information System" (GIS).

25 **(2) Real estate disclosure.** All real estate transactions for property within the  
26 *Pensacola International Airport Real Estate Disclosure Area* shall include a form  
27 disclosing the proximity of the site to the airport. The disclosure is intended to inform a  
28 potential property owner or occupant of the nearby airport and alert them to possible  
29 incompatibilities of the intended property use with airport operations. The disclosure  
30 form shall be attached to all listing agreements, sales and rental contracts, subdivision  
31 plats, and marketing materials provided to prospective buyers, renters and lessees. The  
32 form need not be included in advertisements directed to the public at large. Disclosure  
33 is required as soon as practicable, but shall occur before the making or acceptance of  
34 an offer to buy, rent or lease.

35 **(b) Military airfield Influence planning districts.** Airfield influence planning districts  
36 (AIPDs) are established to provide enhanced protection in support of the continued  
37 operation of military airfields for areas that are close enough to those airfields to  
38 influence or be influenced by their activities. AIPDs impose additional restrictions on  
39 surrounding development that primarily address noise and safety concerns created by  
40 flight operations and potential interferences with those operations. If military operations  
41 permanently cease at an airfield, the supplemental requirements of its AIPDs will no  
42 longer apply to surrounding lands.  
43

1 **(1) General characteristics.** Airfield influence planning districts are combinations of  
2 noise zones, clear zones, accident potential zones, and other areas of influence that  
3 overlap and combine to define a broad range of airfield influences on surrounding land  
4 use. The range of influences is divided between two planning districts: AIPD-1  
5 composed of areas closest to an airfield and, therefore, with highest noise exposure and  
6 accident risk; and AIPD-2 composed of areas further from the airfield than AIPD-1, but  
7 that still may influence or be influenced by airfield operations.

8 **(2) Clear zones and accident potential zones.** Clear zones and accident potential  
9 zones identify areas near airfield runways where aircraft accidents are most likely, if  
10 they do occur. The zones are defined by the type of aircraft for which the runway is  
11 primarily used. Clear zones extend immediately beyond the ends of runways and  
12 designate areas of high accident potential. Accident potential zones (APZs) generally  
13 extend beyond clear zones and designate areas that remain impacted by accident  
14 potential. APZ-1 identifies areas that retain a significant potential for accidents. APZ-2  
15 identifies areas beyond APZ-1 that retain lower but measurable potential for accidents.

16 **(3) Establishment.** AIPDs and their constituent zones and areas are established  
17 through their definition and adoption within the LDC. The Airfield Influence Planning  
18 District Overlay maps for NAS Pensacola, ~~NOLF Saufley~~, and NOLF 8 are specifically  
19 adopted here by reference and declared to be part of the LDC, with the information  
20 shown on the maps having the same force and effect as the text of the LDC. The AIPD  
21 maps are maintained digitally in the county's "Geographic Information System" (GIS).

22 **(4) General AIPD requirements.**

23 **a. Real estate disclosure.** All real estate transactions for property within an AIPD shall  
24 include a form disclosing the proximity of the site to the military airfield. The disclosure  
25 is intended to inform a potential property owner or occupant of the nearby airfield and  
26 alert them to possible incompatibilities of the intended property use with airfield  
27 operations. The disclosure form shall be attached to all listing agreements, sales and  
28 rental contracts, subdivision plats, and marketing materials provided to prospective  
29 buyers, renters and lessees. The form need not be included in advertisements directed  
30 to the public at large. Disclosure is required as soon as practicable, but shall occur  
31 before the making or acceptance of an offer to buy, rent or lease.

32 **b. Avigation easement.** For any parcel within an AIPD where subdivision or any site  
33 plan approval is requested, the application shall include an executed avigation  
34 easement or proof of the public recording of an executed easement. The purpose of the  
35 easement is to grant a clear property right to maintain flight operations in the airspace  
36 above the property. The easement shall be in a form approved by the County Attorney  
37 and recorded with the property deed to run in perpetuity with the land.

38  
39 **Section 2. Severability.**

40 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
41 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way  
42 affect the validity of the remaining portions of this Ordinance.  
43

1 **Section 3. Inclusion in Code.**

2  
3 It is the intention of the Board of County Commissioners that the provisions of this  
4 Ordinance shall be codified as required by F.S. § 125.68 (2015); and that the sections,  
5 subsections and other provisions of this Ordinance may be renumbered or re-lettered  
6 and the word "ordinance" may be changed to "section," "article," or such other  
7 appropriate word or phrase in order to accomplish such intentions.  
8

9 **Section 4. Effective Date.**

10  
11 This Ordinance shall become effective upon filing with the Department of State.  
12

13 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
14

15 **BOARD OF COUNTY COMMISSIONERS**  
16 **OF ESCAMBIA COUNTY, FLORIDA**

17  
18 By: \_\_\_\_\_  
19 **Grover C. Robinson, IV, Chairman**  
20  
21

22  
23 **ATTEST: PAM CHILDERS**  
24  
25 **Clerk of the Circuit Court**  
26  
27 By: \_\_\_\_\_  
28 **Deputy Clerk**  
29

30 **(SEAL)**  
31  
32

33 **ENACTED:**  
34  
35

36 **FILED WITH THE DEPARTMENT OF STATE:**  
37

38 **EFFECTIVE DATE:**

**ORDINANCE NUMBER 2016-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, "LOCATION AND USE REGULATIONS", SECTION 4-4.2; SECTION 4-4.3; SECTION 4-4.4; TO REMOVE REFERENCES TO NAVY OUTLYING FIELD SAUFLEY AIRPORT AND COASTAL AIRPORT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and

**WHEREAS**, on January 6, 2016 the Navy Installations Command took action to approve the closing of Outlying Landing Field (OLF) Saufley Airport; and

**WHEREAS**, the ordinance was to be transmitted to the Department of the Navy, Navy Air Station Pensacola for review and comment prior to adoption; and

**WHEREAS**, the Board of County Commissioners directed staff to remove the Navy outlying field Saufley Airport from Chapter 4 Location and Use Regulations; 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

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location And Use Regulations, Section 4-4.2; Section 4-4.3; Section 4-4.4 is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 4-4.2 General provisions.**

**(a) Approval required.** All land uses and development activities in proximity to airports and airfields require county review and approval for compliance with the regulations of this article unless the use or activity is specifically identified in the LDC as exempt from these regulations. The regulations include both obstruction limitations for flight safety and land use restrictions for areas exposed to noise and accident risk.

**(b) Modification of regulations.** Variances to the strict application of the regulations of this article may only be granted as specifically allowed by the variance provisions of this article and the compliance review processes of Chapter 2.

**(c) Applicable airports and airfields.** The following facilities, each with an established elevation of the highest point above mean sea level of its runways or landing areas, are protected by the provisions of this article:

Pensacola International Airport: 121 feet

Ferguson Airport: 27 feet

~~Coastal Airport: 110 feet~~

Naval Air Station (NAS) Pensacola, Sherman Field: 28 feet

~~Navy Outlying Landing Field (NOLF) Saufley: 85 feet~~

Navy Outlying Landing Field (NOLF) Site 8: 110 feet

#### **Sec. 4-4.3 Hazards to air navigation.**

**(a) Hazards prohibited.** No permit or other approval to construct a new structure or establish a new use shall be granted that would allow the establishment or creation of an airport or airfield hazard. Additionally, no approval shall be granted that would allow a nonconforming use, structure or site condition to become a higher obstruction or greater hazard to air navigation.

**(b) Obstruction hazards.** A hazard to air navigation is presumed to exist when an object of natural growth or terrain, or of permanent or temporary construction or alteration, including mobile objects and equipment or materials used, exceeds any federally established standards for identifying obstructions to air navigation or navigational aids or facilities. Those standards apply regardless of other LDC height limits. An object is not considered an obstruction hazard by the FAA or the county if an aeronautical study by the FAA concludes that the object is not a hazard to air navigation.

**(1) Height limit maps.** An object is or would be an obstruction to air navigation if it is of greater height than any of the federally established limits for airports and airfields. Those limits are mapped for each of the airports and airfields identified in this article and are specifically adopted here by reference as the *Airport and Airfield Height Limitation Zone Maps* of Escambia County. The maps are declared to be part of the LDC, with the information shown on them having the same force and effect as the text of the LDC. The height limitation zone maps represent the primary, clear zone, approach, horizontal, conical, transitional and other imaginary surfaces applicable to the takeoff and landing areas of each airport or airfield. The maps are maintained digitally in the county's "Geographic Information System" (GIS).

**(2) Other height limits.** In addition to the established height limit surfaces for each airport and airfield, an object is or would be an obstruction to air navigation if it is of greater height than any of the following federally established height limits related to airports and airfields:

**a. Site of object.** A height of 499 feet above ground level at the site of the object.

**b. From airport/airfield.** A height that is 200 feet above ground level or above the established airport/airfield elevation, whichever is higher, within three nautical miles of the established reference point (approximate geometric center of runways) of Pensacola International Airport, or NAS Pensacola Sherman Field, ~~or NOLF Saufley;~~

and that height increasing at the rate of 100 feet for each additional nautical mile from the airport or airfield, up to a maximum of 499 feet.

**c. Other heights.** Other established heights, including those relating to the traverse ways of vehicles and other mobile objects, and airport and airfield approach, departure, takeoff and landing areas.

#### **Sec. 4-4.4 Airport and airfield planning districts.**

**(a) Pensacola International Airport Planning District.** The Pensacola International Airport Planning District (PNSPD) is established to provide enhanced protection in support of the continued operation of the Pensacola International Airport for areas that are close enough to the airport to influence or be influenced by its activities. The PNSPD imposes additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations.

**(1) Establishment.** The PNSPD is established through its definition and adoption within the LDC. The Pensacola International Airport Influence Planning District Overlay maps for noise zones and educational facility restrictions are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The PNSPD maps are maintained digitally in the county's "Geographic Information System" (GIS).

**(2) Real estate disclosure.** All real estate transactions for property within the *Pensacola International Airport Real Estate Disclosure Area* shall include a form disclosing the proximity of the site to the airport. The disclosure is intended to inform a potential property owner or occupant of the nearby airport and alert them to possible incompatibilities of the intended property use with airport operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.

**(b) Military airfield Influence planning districts.** Airfield influence planning districts (AIPDs) are established to provide enhanced protection in support of the continued operation of military airfields for areas that are close enough to those airfields to influence or be influenced by their activities. AIPDs impose additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations. If military operations permanently cease at an airfield, the supplemental requirements of its AIPDs will no longer apply to surrounding lands.

**(1) General characteristics.** Airfield influence planning districts are combinations of noise zones, clear zones, accident potential zones, and other areas of influence that overlap and combine to define a broad range of airfield influences on surrounding land use. The range of influences is divided between two planning districts: AIPD-1 composed of areas closest to an airfield and, therefore, with highest noise exposure and



accident risk; and AIPD-2 composed of areas further from the airfield than AIPD-1, but that still may influence or be influenced by airfield operations.

**(2) Clear zones and accident potential zones.** Clear zones and accident potential zones identify areas near airfield runways where aircraft accidents are most likely, if they do occur. The zones are defined by the type of aircraft for which the runway is primarily used. Clear zones extend immediately beyond the ends of runways and designate areas of high accident potential. Accident potential zones (APZs) generally extend beyond clear zones and designate areas that remain impacted by accident potential. APZ-1 identifies areas that retain a significant potential for accidents. APZ-2 identifies areas beyond APZ-1 that retain lower but measurable potential for accidents.

**(3) Establishment.** AIPDs and their constituent zones and areas are established through their definition and adoption within the LDC. The Airfield Influence Planning District Overlay maps for NAS Pensacola, ~~NOLF Saufley~~, and NOLF 8 are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The AIPD maps are maintained digitally in the county's "Geographic Information System" (GIS).

**(4) General AIPD requirements.**

**a. Real estate disclosure.** All real estate transactions for property within an AIPD shall include a form disclosing the proximity of the site to the military airfield. The disclosure is intended to inform a potential property owner or occupant of the nearby airfield and alert them to possible incompatibilities of the intended property use with airfield operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.

**b. Avigation easement.** For any parcel within an AIPD where subdivision or any site plan approval is requested, the application shall include an executed avigation easement or proof of the public recording of an executed easement. The purpose of the easement is to grant a clear property right to maintain flight operations in the airspace above the property. The easement shall be in a form approved by the County Attorney and recorded with the property deed to run in perpetuity with the land.

## **Section 2. Severability.**

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

## **Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2015); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4.    Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** this\_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA**

**By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman**

**ATTEST:    PAM CHILDERS**

**Clerk of the Circuit Court**

**By: \_\_\_\_\_  
Deputy Clerk**

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10724**

**Growth Management Report 10. 5.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/01/2016

**Issue:** 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 8 of the Escambia County 2030 Comprehensive Plan - CPA-2016-02

**From:** Horace Jones, Director

**Organization:** Development Services

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### **RECOMMENDATION:**

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 8 of the Escambia County 2030 Comprehensive Plan - CPA-2016-02

That the Board of County Commissioners (BCC) review and recommend for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Comprehensive Plan, Chapter 8, "Mobility Element", Policy MOB 4.2.6 "Encroachment Control Planning", to remove references to Navy Outlying Field Saufley Airport.

This hearing serves as the first of two public hearings.

### **BACKGROUND:**

Navy Installations Command T. G. Alexander has sent the approval letter for the outlying Landing Field (OLF) Saufley Airport Closure.

### **BUDGETARY IMPACT:**

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

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

The attached Ordinance CPA-2016-02 has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

### **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

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

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

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the Comprehensive Plan, will be reviewed by the Department of Economic Opportunity upon transmittal from the BCC.

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

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**Attachments**

Email from Stephanie Oram with the Navy

Draft Ordinance

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2016-02 Outlying Landing Field Saufley Airport

Date: 06/29/16

Date requested back by: 7/7/16

Requested by: John C Fisher

Phone Number: 595-4651

.....

(LEGAL USE ONLY)

Legal Review by Meredith Crawford, Assistant County Attorney

Reviewed  
Date Received: 7/7/16

X

Approved as to form and legal sufficiency.

\_\_\_\_\_

Not approved.

\_\_\_\_\_

Make subject to legal signoff.

Additional comments:



ORDINANCE NUMBER 2016-\_\_\_\_\_

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 8, "MOBILITY ELEMENT", POLICY MOB 4.2.6 "ENCROACHMENT CONTROL PLANNING", TO REMOVE REFERENCES TO NAVY OUTLYING FIELD SAUFLEY AIRPORT IN THE MOBILITY ELEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on January 6, 2016 the Navy Installations Command took action to approve the closing of Outlying Landing Field (OLF) Saufley Airport; and

**WHEREAS**, the ordinance was to be transmitted to the Department of the Navy, Navy Air Station Pensacola for review and comment prior to adoption; and

**WHEREAS**, the Board of County Commissioners directed staff to remove the Navy outlying field Saufley Airport from Mobility Element; 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**, 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;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 8, "Mobility Element", Policy MOB 4.2.6 "Encroachment Control Planning" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**MOB 4.2.6 Encroachment Control Planning.** Escambia County will utilize information provided by the Navy, such as the AICUZ Study Program Procedures and Guidelines (OPNAVINST 11010.36C) or approved successor and Aircraft Noise Survey, together with the recommendations of the JLUS when developing plans to control the encroachment of incompatible development in the vicinity of Naval Air Station Pensacola and Navy Outlying Landing Fields ~~Saufley~~ and Site 8, to ensure protection of each installation's aviation mission.

1 **Section 2. Severability.**

2  
3 If any section, sentence, clause or phrase of this ordinance is held to be invalid  
4 or unconstitutional by a court of competent jurisdiction, the holding shall in no way affect  
5 the validity of the remaining portions of this ordinance.  
6

7 **Section 3. Inclusion in the code.**

8  
9 The Board of County Commissioners intends that the provisions of this ordinance  
10 will be codified as required by Section 125.68, Florida Statutes, and that the sections of  
11 this ordinance may be renumbered or relettered and the word "ordinance" may be  
12 changed to "section," "article," or such other appropriate word or phrase in order to  
13 accomplish its intentions.  
14

15 **Section 4. Effective date.**

16  
17 Pursuant to Section 163.3184(3)(c)(4), Florida Statutes (2015), this ordinance  
18 shall not become effective until 31 days after the Department of Economic Opportunity  
19 notifies Escambia County that the plan amendment package is complete. If timely  
20 challenged, this ordinance shall not become effective until the Department of Economic  
21 Opportunity or the Administration Commission enters a final order determining the  
22 ordinance to be in compliance.  
23

24 DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

25  
26 BOARD OF COUNTY COMMISSIONERS  
27 ESCAMBIA COUNTY, FLORIDA  
28

29  
30 By: \_\_\_\_\_  
31 Grover C. Robinson, IV, Chairman  
32

33 ATTEST: Pam Childers  
34 Clerk of the Circuit Court  
35

36 By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
37 Deputy Clerk  
38

39 (SEAL)

40  
41 ENACTED:

42  
43 FILED WITH THE DEPARTMENT OF STATE:

44  
45 EFFECTIVE DATE:

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BCC: 09-01-16  
Re: NOLF Saufley Field  
Draft 1



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10806**

**Growth Management Report 10. 6.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/01/2016

**Issue:** 5:49 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for Wiggins Sand Mine Borrow Pit

**From:** Horace Jones, Director

**Organization:** Development Services

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#### **RECOMMENDATION:**

5:49 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Wiggins Sand Mine Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Wiggins Sand Mine Borrow Pit, located at 6350 Greenland Road, property reference number 05-5N-32-1101-000-001.

#### **BACKGROUND:**

Wiggins Sand Mine Borrow Pit is a new mineral resource extraction borrow pit located at 6350 Greenland Road within the north end of Escambia County. The proposed activity will occur on approximately 19.40 (+/-) acres of a 272 (+/-) acre agricultural used parcel of land. The mining area will be located in the northwest portion of the parcel.

At the February 19, 2015, Board of County Commissioners' (BCC) Regular Meeting, the BCC unanimously approved adopting (by Ordinance Number 2015-5) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years); (incorporate the grandfathering provisions provided in the Errata Sheet and) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future" as referenced in the Board's minutes for existing operations.

Along with the direction given from the BCC on February 19, 2015, regarding existing borrow pit operations, the Board adopted new language for new mineral resource extraction and borrow pit operations within Escambia County with the aforementioned ordinance. Thus, this new mineral resource extraction borrow pit must comply with all the current and relevant provisions for mineral resource extraction and borrow pit operations within Escambia County, as approved by the Escambia County Board County

Commissioners on February 19, 2015.

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirement and permits, of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII. - Borrow Pits and Reclamation, Section 42-324, Scope and compliance, of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is in compliance with Chapter 42, Article VIII, Borrow Pits and Reclamation, of the Code of Ordinances of Escambia County, Florida.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Wiggins Sand Mine Borrow Pit.

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**Attachments**

Development Order with Exhibits

Public Hearing Sign

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## **SITE PLAN**

### **RESOURCE EXTRACTION DEVELOPMENT ORDER with Concurrency Certification**

#### **“Borrow Pits and Reclamation Activities”**

**Project:** Wiggins Sand Mine  
**Location:** 6350 Greenland Road  
**Development Review #:** PSP160300029  
**Property Reference #:** 05-5N-32-1101-000-001

**Future Land Use:** AG  
**Zoning District:** AGR  
**Flood Zone:** A & X

**Exhibit A:** Reclamation Plan  
**Exhibit B:** Resource Extraction Permit  
**Exhibit C:** Annual Compliance Affidavit

### **PROJECT DESCRIPTION**

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for Wiggins Sand Mine Borrow Pit with vegetative cover as their existing and future reclamation. The project description is the development of a 19.40-acre site of a 272.29 acre parcel as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

### **STANDARD PROJECT CONDITIONS**

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval. Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.



2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.
3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.
4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.
5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, Section 4-7.6, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.
8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not**



**obtained then this Development Order shall automatically terminate and be rendered null and void.**

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 4-7.6).
10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 4-7.6). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 4-7.6). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.
13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.
14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permittee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

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### **SPECIAL PROJECT CONDITIONS**

1. Board of Escambia County Commissioners must approve and authorize or deny the request for the Development Services of Escambia County to issue an Operational Permit for Resource Extraction at a scheduled public hearing per Article VIII, -Borrow Pits and Reclamation, Section 42-323, Requirements and Permits of the Escambia County Code of Ordinances (Ordinance Number 2015-5).
2. **Resource Extraction must be within the specified boundaries as delineated on the approved site plan. Any future mining, mineral resource excavation, resource extraction and/or borrow pit activities outside the boundaries as delineated and reviewed on the approved site plan will require a new site plan submittal for review and approval in compliance with all the applicable local regulations for Borrow Pit and Reclamation Activities within Escambia County.**
3. All the required signage, vegetation, buffering, fencing, and landscape standards as specified on the approved site plan must be maintained failure to do so shall result in violation at the time of inspection as required per the applicable regulations of Escambia County.

### **Development Review Committee (DRC) Recommendation**

Having completed development review of the **Wiggins Sand Mine**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

- ☒ **Approve** The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- ☐ **Deny** The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

  
Director, Development Services Department

  
Date



HAMMOND ENGINEERING, INC.  
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 9130  
ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277

**Wiggins Sand Mine  
Reclamation Plan  
May 4, 2016**

**Existing Conditions**

The proposed mining activity will occur on approximately 19.40 ac of a 272 ac agricultural used parcel. The proposed mining area is located in the northwest portion of the parcel. The parcel is bisected by an intermittent stream/jurisdictional wetlands running from west to east. The parcel is also bordered along the east boundary line by Beaver Dam Creek and associated wetlands. Runoff across the proposed mining area flows from the northwest to the southeast into one of the two (2) above referenced jurisdictional wetlands. There is visible river gravel at the ground surface in the proposed area of mining. It is perceived that there is a vein of the river gravel and sand in this area.

**Proposed Mining Activity**

There will be no buildings or permanent mining equipment constructed or used at the site. The activity will include digging a pit where the gravel/sand is visible until the water table is reached. The operator will then use a suction dredge and portable screening and grading equipment to mine the gravel/sand. The material will then be stockpiled and transported offsite. The actual size and location of the pit inside the limits of mining activity will be determined by where the vein of material is located.

**Reclamation Activities**

The owner of the subject parcel intends to use the resulting pit as an agricultural impoundment once mining activities cease. The final reclamation will consist of the following activities:

1. All mining and processing equipment (mobile or stationary) will be removed from the site.
2. All manmade structures will be demolished and/or removed from the site. This includes the proposed culverts.
3. Any remaining stockpiles of material will be transported off site or used to utilized in the mine's reclamation via backfilling of pit slopes.
4. The area of mining activity will be graded to a 3:1 or flatter slope.
5. Disturbed acreage will be re-vegetated by means of seeding.
6. Best management practices will be utilized to minimize erosion.
7. A topographic survey of the completed reclamation will be provided along with calculations showing the resulting agricultural impoundment will attenuate the runoff from a 100 year event without exacerbating downstream conditions.



**Operational Permit: Resource Extraction Facility Borrow  
Pit**

**Project:** Wiggins Sand Mine  
**Location:** 6350 Greenland Road  
**Development Review #:** PSP160300029  
**Property Reference #:** 05-5N-32-1101-000-001

**Future Land Use:** AG  
**Zoning District:** AGR  
**Flood Zone:** A & X

**STANDARD PROJECT CONDITIONS**

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit # **REP 2016A**, as amended by Site Plan Resource Extraction Development Order # PRP140800024.
2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.
3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.
4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**
5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.
6. The date of issuance of this permit is the \_\_\_\_ day of June, 2016, and the effective date is \_\_\_\_\_, 2016. The expiration date of this permit is \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Staff Designee *{Please Print}*

\_\_\_\_\_  
Signature(s)

I acknowledge receipt of this permit on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Property Owner(s) *{Please Print}*

\_\_\_\_\_  
Signature

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section \_\_\_\_\_, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, \_\_\_\_\_ (name), as \_\_\_\_\_ (title)  
of \_\_\_\_\_ (name of corporation), do hereby  
attest and affirm:

1. The property located at \_\_\_\_\_ (address) is owned and operated by the above-referenced corporation as a construction and demolition debris/land clearing debris facility.
2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".
3. The percentage of the usable site that has been filled with debris is \_\_\_\_\_ percent.
4. The estimated remaining life span for permitted activities on the site is \_\_\_\_\_ years.
5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FURTHER AFFIANT SAYETH NAUGHT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Corporation

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ (name)  
as \_\_\_\_\_ (title) of \_\_\_\_\_  
(name of corporation), on behalf of the corporation. He/she ( ) is personally known to me, or ( )  
has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

NOTICE OF  
PUBLIC HEARING  
BOARD OF SUPERVISORS

**RESOURCE EXTRACTION  
PERMIT**

CASE NO. **2015-000009**

DATE: **09/01/16** TIME: **5:49 PM**

**LOCATION OF HEARING**

**2015-000009**  
**201 BLADE PLACE**  
**East Point, GA 30641**

THE BOARD OF SUPERVISORS OF THE COUNTY OF DEKALB  
WILL CONSIDER THE APPLICATION FOR A  
RESOURCE EXTRACTION PERMIT



PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF DEKALB COUNTY



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10805**

**Growth Management Report 10. 7.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/01/2016

**Issue:** 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the Escambia County 2030 Comprehensive Plan - CPA-2016-01

**From:** Horace Jones, Director

**Organization:** Development Services

---

### **RECOMMENDATION:**

5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the Escambia County 2030 Comprehensive Plan - CPA-2016-01

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Comprehensive Plan, Chapter 7, Policy FLU 1.3.1, Future Land Use categories, to allow limited agriculture in Mixed-Use Urban and Mixed-Use Suburban FLU categories.

The Planning Board recommended approval on April 5, 2016. This hearing serves as the second of two public hearings.

### **BACKGROUND:**

Currently, the Mixed-Use Urban and Mixed-Use Suburban FLU categories do not have an option for agriculture uses regardless of zoning categories or acreage. This change would allow for limited agricultural uses as permitted by the underlying zoning districts.

### **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 Kerra Smith, Assistant County Attorney. Any recommended legal comments are attached herein.

### **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

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

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

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the Comprehensive Plan, has been reviewed by the Department of Economic Opportunity, and will be filed with the State upon approval from the BCC.

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

---

**Attachments**

Adoption Packet

Draft Ordinance

Clean Ordinance

---



Board of County Commissioners • Escambia County, Florida

Horace Jones, Director  
Development Services

May 6, 2016

Mr. Ray Eubanks, Plan Processing Administrator  
Florida Department of Economic Opportunity  
Division of Community Planning  
Caldwell Building  
107 East Madison, MSC 160  
Tallahassee, FL32399-4120

**RE: Proposed Escambia County Comprehensive Plan Text Amendment CPA-2016-01**

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Text Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statutes (F.S.).

The Local Planning Agency (LPA) considered the CPA on April 5, 2016 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on May 5, 2016, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Jones", is written over a horizontal line.

Horace Jones  
Department Director



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

### Planning Board-Regular

6. E.

**Meeting Date:** 04/05/2016

**Issue:** A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the Escambia County 2030 Comprehensive Plan - CPA-2016-01

**From:** Horace Jones, Director

**Organization:** Development Services

---

### **RECOMMENDATION:**

A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the Escambia County 2030 Comprehensive Plan - CPA-2016-01

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan, Chapter 7, Policy FLU 1.3.1, Future Land Use categories, to allow limited agriculture in Mixed-Use Urban and Mixed-Use Suburban FLU categories.

### **BACKGROUND:**

Currently, the Mixed-Use Urban and Mixed-Use Suburban FLU categories do not have an option for agriculture uses regardless of zoning categories or acreage. This change would allow for limited agricultural uses as permitted by the underlying zoning districts.

### **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 Kerra Smith, Assistant County Attorney. Any recommended legal comments are attached herein.

### **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

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



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

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the Comprehensive Plan, will be reviewed by the Department of Economic Opportunity upon transmittal from the BCC.

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

---

**Attachments**

Draft Ordinance

---

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

August 4, 2016

The Honorable Grover Robinson  
Chairman, Escambia County  
Board of County Commissioners  
221 Palafox Place, Suite 400  
Pensacola, Florida 32502

Dear Chairman Robinson:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the Escambia County (Amendment No. 16-3ESR) which was received on July 5, 2016. We have reviewed the proposed amendments pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendments if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered as a suggestion which can strengthen the County's comprehensive plan and ensure consistency with the provisions of Chapter 163, Part II, F.S.

Technical Assistance Comment: "Limited agriculture" is not defined in the proposed plan amendment. To ensure that the comprehensive plan provides meaningful and predictable standards for development and for the content of the County's land development code, the County may wish to add a definition of "limited agriculture" to the proposed plan amendment.

Also, please note that Section 163.3184(3)(c)1., F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.


The Honorable Grover Robinson

August 4, 2016

Page 2 of 2

If you should have any questions related to this review, please contact Dan Evans by telephone at (850) 717-8484 or by e-mail at [Dan.Evans@dep.myflorida.com](mailto:Dan.Evans@dep.myflorida.com).

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning

JDS/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Development Services  
Austin Mount, Executive Director, West Florida Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS  
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ Department of Economic Opportunity identification number for adopted amendment package;

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted;

\_\_\_\_\_ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

\_\_\_\_\_ Ordinance number and adoption date;

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact;

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

\_\_\_\_\_ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

\_\_\_\_\_ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.



**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER ADAM H. PUTNAM**

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July 13, 2016

VIA EMAIL (hljones@co.escambia.fl.us)

Escambia County Development Services Department  
Mr. Horace Jones  
3363 West Park Place  
Pensacola, Florida 32505

Re: DACS Docket # -- 20160629-774  
Escambia County CPA-2016-01  
Submission dated May 6, 2016

Dear Mr. Jones:

The Florida Department of Agriculture and Consumer Services (the "Department") received the above-referenced proposed comprehensive plan amendment on June 29, 2016 and has reviewed it pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2289.

Sincerely,

A handwritten signature in black ink that reads "Stormie Knight". The signature is fluid and cursive.

Stormie Knight  
Sr. Management Analyst I  
Office of Policy and Budget

cc: Florida Department of Economic Opportunity  
(SLPA #: Escambia County 16-3 ESR)





*Florida Department of Transportation*

**RICK SCOTT**  
GOVERNOR

District Three Planning Department  
1074 Highway 90  
P.O. Box 607, Chipley, FL 32428  
Phone: (850) 638-0250

**JIM BOXHOLD**  
SECRETARY

July 18, 2016

Mr. Horace Jones, Director  
Escambia County Development Services  
3363 West Park Place  
Pensacola, Florida 32505

RE: Escambia County 16-3ESR

Dear Mr. Jones:

We have completed our review of the above referenced document. The Department does not have any comments at this time.

If we can be of further assistance, please feel free to give me a call at (850) 330-1530.

Sincerely,

A handwritten signature in blue ink that reads "Virgie Bowen". The signature is written in a cursive, flowing style.

Virgie Bowen, AICP  
Planning Department

Copies: D. Ray Eubanks, DEO  
Carmen Monroy, FDOT  
Ray Kirkland, FDOT

**From:** [Horace L Jones](#)  
**To:** [Allyson Cain](#)  
**Subject:** Fwd: Escambia County 16-3ESR [CPA-2016-01]  
**Date:** Tuesday, July 19, 2016 2:40:56 PM

---

Sent from my iPhone

Begin forwarded message:

**From:** "Hight, Jason" <[Jason.Hight@MyFWC.com](mailto:Jason.Hight@MyFWC.com)>  
**Date:** July 19, 2016 at 2:17:54 PM CDT  
**To:** Horace L Jones <[HLJONES@co.escambia.fl.us](mailto:HLJONES@co.escambia.fl.us)>, "[DCPexternalagencycomments@deo.myflorida.com](mailto:DCPexternalagencycomments@deo.myflorida.com)" <[DCPexternalagencycomments@deo.myflorida.com](mailto:DCPexternalagencycomments@deo.myflorida.com)>  
**Cc:** "Wallace, Traci" <[traci.wallace@MyFWC.com](mailto:traci.wallace@MyFWC.com)>, "Chabre, Jane" <[jane.chabre@MyFWC.com](mailto:jane.chabre@MyFWC.com)>, "Gramovot, Alex" <[Alex.Gramovot@MyFWC.com](mailto:Alex.Gramovot@MyFWC.com)>  
**Subject:** Escambia County 16-3ESR [CPA-2016-01]

Dear Mr. Jones:

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed the proposed comprehensive plan amendment in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to fish and wildlife or listed species and their habitat to offer on this amendment.

If you need any further assistance, please do not hesitate to contact Jane Chabre either by phone at (850) 410-5367 or by email at [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com). If you have specific technical questions, please contact Alex Gramovot at (850) 617-9408 or by email at [Alex.Gramovot@myfwc.com](mailto:Alex.Gramovot@myfwc.com).

Sincerely,

Jason Hight  
Biological Administrator II  
Office of Conservation Planning Services  
Division of Habitat and Species Conservation  
620 S. Meridian Street, MS 5B5  
Tallahassee, FL 32399-1600  
(850) 228-2055

Escambia County 16-3ESR- 31263

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2016-01 (Limited Agriculture)

Date: 03/07/2016

Date requested back by: 03/10/2016

Requested by: Andrew Holmer

Phone Number: 595-3466

.....

(LEGAL USE ONLY)

Legal Review by Kerra A. Smith

Date Received: 3/7/16

☒ Approved as to form and legal sufficiency. *no modified* *KAS*

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2016-\_\_\_\_\_

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, "FUTURE LAND USE ELEMENT", POLICY FLU 1.3.1, "FUTURE LAND USE CATEGORIES" TO ADD LIMITED AGRICULTURAL USES IN THE FUTURE LAND USE CATEGORIES MIXED-USE SUBURBAN (MU-S) AND MIXED-USE URBAN (MU-U); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (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

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 7, "Future Land Use Element", Policy FLU 1.3.1 "Future Land Use Categories" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**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 in Escambia County are outlined in below.

**FLUM Mixed-Use Suburban (MU-S)**

General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

Range of Allowable Uses: Residential, retail services, professional office, recreational facilities, public and civic-, limited agriculture.

Standards:

Residential Minimum Density: 2 du/acre

Maximum Density: 25 du/acre

---

BCC: 09-01-16

Re: CPA 2016-01 Limited Agriculture

Draft 1

1 Non-Residential Minimum Intensity: None  
2 Maximum Intensity: 1.0 Floor Area Ratio (FAR)

3  
4 Escambia County intends to achieve the following mix of land uses for new  
5 development within ¼ mile of arterial roadways or transit corridors by 2030:

- 6  
7 a) Residential 8% to 25%  
8 b) Public/Rec/Inst. 5% to 20%  
9 c) Non-Residential:  
10 Retail Service-30% to 50%  
11 Office-25% to 50%

12  
13 In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land  
14 uses is anticipated:

- 15  
16 a) Residential 70% to 85%  
17 b) Public/Rec/Inst. 10% to 25%  
18 c) Non-Residential 5% to 10%

19  
20 **FLUM Mixed-Use Urban (MU-U)**

21  
22 General Description: Intended for an intense mix of residential and non-residential uses  
23 while promoting compatible infill development and the separation of urban and  
24 suburban land uses within the category as a whole.

25  
26 Range of Allowable Uses: Residential, retail and services, professional office, light  
27 industrial, recreational facilities, public and civic, limited agriculture.

28  
29 Standards:

30 Residential Minimum Density: 3.5 du/acre  
31 Maximum Density: 25 du/acre  
32 Non-Residential Minimum Intensity: 0.25 Floor Area Ration (FAR)  
33 Maximum Intensity: 2.0 Floor Area Ratio (FAR)

34  
35 Escambia County intends to achieve the following mix of land uses for new  
36 development within a ¼ mile of arterial roadways or transit corridors by 2030:

- 37  
38 a) Residential 8% to 25%  
39 b) Public/Rec/Inst. 5% to 20%  
40 c) Non-Residential:  
41 Retail/Service 30% to 50%  
42 Office 25% to 50%  
43 Light Industrial 5% to 10%

44  
45 In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land

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BCC: 09-01-16

Re: CPA 2016-01 Limited Agriculture

Draft 1

1 uses is anticipated:

- 2  
3 a) Residential 70% to 85%  
4 b) Public/Rec/Inst. 10% to 25%  
5 c) Non-Residential 5% to 10%

6  
7 **Section 2. Severability.**  
8

9 If any section, sentence, clause or phrase of this ordinance is held to be invalid  
10 or unconstitutional by a court of competent jurisdiction, the holding shall in no way affect  
11 the validity of the remaining portions of this ordinance.  
12

13 **Section 3. Inclusion in the code.**  
14

15 The Board of County Commissioners intends that the provisions of this ordinance  
16 will be codified as required by Section 125.68, Florida Statutes, and that the sections of  
17 this ordinance may be renumbered or relettered and the word "ordinance" may be  
18 changed to "section," "article," or such other appropriate word or phrase in order to  
19 accomplish its intentions.  
20

21 **Section 4. Effective date.**  
22

23 Pursuant to Section 163.3184(3)(c)(4), Florida Statutes (2015), this ordinance  
24 shall not become effective until 31 days after the Department of Economic Opportunity  
25 notifies Escambia County that the plan amendment package is complete. If timely  
26 challenged, this ordinance shall not become effective until the Department of Economic  
27 Opportunity or the Administration Commission enters a final order determining the  
28 ordinance to be in compliance.  
29

30 DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

31  
32 BOARD OF COUNTY COMMISSIONERS  
33 ESCAMBIA COUNTY, FLORIDA  
34

35  
36 By: \_\_\_\_\_  
37 Grover C. Robinson, IV, Chairman  
38

39 ATTEST: Pam Childers  
40 Clerk of the Circuit Court  
41

42 By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
43 Deputy Clerk  
44

45 (SEAL)



1  
2 ENACTED:  
3  
4 FILED WITH THE DEPARTMENT OF STATE:  
5  
6 EFFECTIVE DATE:  
7

DRAFT

ORDINANCE NUMBER 2016-\_\_\_\_\_

**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, "FUTURE LAND USE ELEMENT", POLICY FLU 1.3.1, "FUTURE LAND USE CATEGORIES" TO ADD LIMITED AGRICULTURAL USES IN THE FUTURE LAND USE CATEGORIES MIXED-USE SUBURBAN (MU-S) AND MIXED-USE URBAN (MU-U); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (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

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 7, "Future Land Use Element", Policy FLU 1.3.1 "Future Land Use Categories" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**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 in Escambia County are outlined in below.

**FLUM Mixed-Use Suburban (MU-S)**

General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

Range of Allowable Uses: Residential, retail services, professional office, recreational facilities, public and civic-, limited agriculture.

Standards:

Residential Minimum Density: 2 du/acre

Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

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

- a) Residential 8% to 25%
- b) Public/Rec/Inst. 5% to 20%
- c) Non-Residential:  
Retail Service-30% to 50%  
Office-25% to 50%

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

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

### **FLUM Mixed-Use Urban (MU-U)**

General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Minimum Density: 3.5 du/acre

Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (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%

**Section 2. Severability.**

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

**Section 3. Inclusion in the code.**

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections 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 its intentions.

**Section 4. Effective date.**

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes (2015), 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.

DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10720**

**Growth Management Report 10. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/01/2016

**Issue:** Schedule of Public Hearings

**From:** Horace Jones, Director

**Organization:** Development Services

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**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**A. September 22, 2016**

1. 5:45 p.m. - A Public Hearing - AICUZ Maps
2. 5:46 p.m. - A Public Hearing - Operational Permit: Resource Extraction Facility - Eager Beaver Vegetative Reclamation Facility

**B. October 6, 2016**

1. 5:45 p.m. - A Public Hearing - Opting Out of the Sector Plan - 1400 Hwy 29 - OSP-2016-01 (first of two public hearings)
2. 5:46 p.m. - A Public Hearing - Residential Uses in Zoning Districts Ordinance (first of two public hearings)
3. 5:47 p.m. - A Public Hearing - Large Scale Amendment 2016-02 - Saufley Field Road (first of two public hearings)

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10751**

**County Administrator's Report 10. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Rescission of Tobacco-Free Hiring Policy

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Escambia County Tobacco-Free Hiring Policy - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board rescind the Tobacco-Free Hiring Policy adopted September 4, 2008, and last amended August 21, 2014, effective immediately, and approve increasing the health insurance premium differential for nicotine users from \$20 per month to \$50 per month for coverage beginning January 1, 2018.

### **BACKGROUND:**

On September 4, 2008 the Board of County Commissioners adopted a policy prohibiting the employment of individuals who use nicotine containing products. The adopted policy is attached. The County has found this policy to be a hindrance to hiring needed talent in at times critical positions. Further, once an applicant passes the employment screening test they are no longer subject to dismissal should they choose to begin or revert to use of nicotine products. Candidates for employment are aware of the thirty day window to refrain from use of nicotine to pass the screening test and often immediately revert to tobacco use once they are employed. A candidate that is seeking to cease the use of tobacco products but is using a nicotine containing product such as Nicorette gum will fail the nicotine screening test and not be eligible for hire.

The BCC does charge a differential on health insurance premium contributions between those that are nicotine free and those using nicotine products. Currently that difference is \$20 per month. All employees claiming the status of a non-nicotine user are subject to random testing. A positive test result in the employee repaying the \$20 per month for the plan year in which they failed the test. This has not been proven to be a sufficient financial deterrent to employees to maintain a non-nicotine user status. Staff recommends this differential be increased to \$50 effective with premium payments for the plan year beginning 2018. Since premiums are collected from employees in the month preceding the coverage month this means the differential will be increased with premiums deducted in December 2017 for the coverage effective January 2018.



**BUDGETARY IMPACT:**

None

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Rescind the Tobacco-Free Hiring Policy adopted September 4, 2008 and most recently amended August 21, 2014 and approve increasing the health insurance premium differential for nicotine users from \$20 per month to \$50 per month for coverage beginning January 2018.

**IMPLEMENTATION/COORDINATION:**

The human resources employment section will revise the hiring criteria immediately. The human resources benefit section will communicate the increase in the health insurance contribution and provide resources to aid employees to cease consumption of nicotine products. The human resources department will meet with the representatives of the four bargaining units to negotiate the impact of this premium adjustment.

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**Attachments**

Tobacco Free Policy

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# **Board of County Commissioners**

## **Escambia County, Florida**

Title: Tobacco-Free Hiring Policy; Section II, D8  
Date Adopted: September 4, 2008  
Effective Date: August 21, 2014, as amended  
Reference: Resolution R2008-156  
Policy Amended: August 21, 2014; September 3, 2009

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### **A. Purpose:**

Tobacco addiction is among the leading preventable causes of morbidity and mortality in the United States. According to the National Business Group on Health, employers save over \$3,800 per year for each employee who quits smoking. The Journal of Occupational and Environmental Medicines says smokers cost employers \$4,430 per year in lost productivity. Escambia County is committed to promoting health, wellness, and disease prevention within the community and to providing a safe, clean and healthy environment for our employees and the citizens.

### **B. Definitions:**

Tobacco - for the purposes of this policy, “tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi cigarette, clove cigarette, e-cigarette and any other smoking product, and spit tobacco, dip chew and snuff, in any form.

Applicants – Any individual applying for any position posted externally with the Escambia County Board of County Commissioners.

### **C. Scope**

“Tobacco free” is defined as having refrained from use of any and all of the above stated products 30 days preceding application for employment. An applicant selected for employment will be tested for nicotine. A positive test result or refusal to be tested will prevent employment and bar the applicant for ninety (90) days following positive nicotine laboratory results.

This revised policy will become effective on August 21, 2014.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10860**

**County Administrator's Report 10.2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** New Labor Agreement between the Escambia County Board of County Commissioners (BCC) and the International Association of EMT's and Paramedics (IAEP)

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the New Collective Bargaining Agreement with the International Association of EMTs and Paramedics - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve and authorize the Chairman to sign the new Collective Bargaining Agreement between the Escambia County Board of County Commissioners (BCC) and the International Association of EMTs and Paramedics (IAEP), Local R5-325, for a period from September 1, 2016, through August 31, 2019.

### **BACKGROUND:**

This is the first labor agreement negotiated between the BCC and IAEP. The parties have met and negotiated several times since May 2016. The contract was ratified by IAEP membership on August 17, 2016.

### **BUDGETARY IMPACT:**

There is no budgetary impact other than the changes that have already been implemented in the agreement of the memorandums of understanding identified in Appendix D.

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

This contract has been reviewed by Michael Mattimore (Allen, Norton, & Blue, P.A.)

### **PERSONNEL:**

NA

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

None other than this action

**IMPLEMENTATION/COORDINATION:**

The Human Resources Department will work with Local R5-325 and the department to familiarize the employees with the approved contract.

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**Attachments**

IAEP contract

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**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN THE**

**ESCAMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

**AND THE**

**INTERNATIONAL ASSOCIATION  
OF EMTs AND PARAMEDICS  
LOCAL R5-325**

## **ARTICLE 1 THE CONTRACTING PARTIES**

This Agreement is between the Escambia County Board of County Commissioners (hereinafter called the BCC or the County) and the International Association of EMTs and Paramedics (hereinafter Union)

## **ARTICLE 2 RECOGNITION**

The BCC recognizes the Union as the sole and exclusive bargaining agent for all employees included in the bargaining unit of the Union, the current bargaining unit is as shown in Appendix A, with the official listing on file at PERC. It is recognized by both parties that as the mission of an organization changes, it sometimes requires permanent changes to the duties of some employees. It would be considered inappropriate for an employee to be a member of the Bargaining Unit who is, or becomes, a supervisor as defined by the duties test of the Fair Labor Standards Act (FLSA).

## **ARTICLE 3 GENERAL PROVISIONS**

### **3.01 Civil Emergency**

If it is determined that civil emergency conditions exist including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the BCC during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case, suspension of the terms of this Agreement would apply only to those bargaining unit employees permanently or temporarily assigned to such areas. If an employee is required to work during a civil emergency, any leave granted to all County employees will be granted to employees covered by this agreement.

### **3.02 Anti-discrimination**

- A. The BCC agrees not to discriminate against any employee because of race, color, religion, age, handicap, national origin, sex, marital status, or Union membership or non-membership for any reason prohibited under Florida Statutes or any Federal law. This provision is not subject to the Agreement's grievance or arbitration procedure.
- B. Any claim of discrimination or sexual harassment by an employee against the BCC, their agents, representatives or employees, except for grievances related to Union membership, shall only be subject to the methods of review prescribed



by law or by rules and regulations having the force and effect of law.

3.03 Severability

Any clause, provision, or part of this Agreement, which might be, or hereafter, is construed by any court as violating such section, so as to fix either civil or criminal liability upon either of the parties shall be considered void and deleted here from as fully and completely as is same had not been incorporated in the agreement.

3.04 Waiver Clause

- A. Regardless of any procedure set forth in this Agreement, the parties, as defined in Article 1, retain the right to agree mutually upon alternative methods for achieving goals or for the resolving of any question, controversy, claim, or matter of difference arising from this Agreement or the performance or breach of any part thereof.
- B. The parties, as defined in Article 1, may agree to enter into letters of understanding and settlements which interpret provisions of this Agreement without such letters of understanding or settlements having to be ratified by the employees covered by this Agreement. Any contract modifications are subject to the ratification process by both parties.

3.05 Accommodation with BCC Rules and Policies

Except as otherwise and expressly agreed herein, BCC existing rules and policies that impact negotiable terms and conditions of employment are to remain in effect except where the change is noticed to the Union. Any changes to policies shall be submitted to the Union for its review at least fifteen (15) days in advance of the effective date of the change. The parties understand that this relates to BCC policies and not department procedures, protocols and policies.

## **ARTICLE 4 UNION RIGHTS**

### **4.01 Use of Facilities**

If any area of the BCC premises is restricted to the public, permission must be requested to enter such areas. Such access shall be during regular working hours and will be restricted to matters related to the application of this Agreement. Nothing in this section shall be interpreted to neither authorize the performance of Union business during work time nor permit the use of BCC facilities for union business.

### **4.02 Union Bulletin Boards**

The Union will be allowed to erect and maintain 3' X 3' bulletin board at the Public Safety Building, the Jail Medical Facility, and the Century Facility at a location approved by the BCC. Bulletin boards shall not be erected at facilities where no bargaining unit members are located. These locations will be in as close proximity to time clocks as can reasonably be accommodated. Any items posted must be signed by a Union Official and pertain to Union business. The County reserves the right to take down any material not signed by a Union Official or that may be construed as offensive or inappropriate as determined by the County Administrator or the Department Director. The County agrees to mail or fax a copy to the Union office of any material removed from one of the approved bulletin boards.

### **4.03 Representation**

The Union agrees to furnish the County with an up-to-date list of all its officers and committee members, and to immediately notify the County of any and all changes thereof.

### **4.04 Dues Deduction**

- A. During the term of this Agreement, the BCC agrees to deduct Union membership dues in an amount established by the Union and certified in writing to the BCC from the pay of those in the bargaining unit, who individually make such request on a written check-off authorization form provided by the Union (Appendix B). Such deductions will be made by the BCC on the first and second payday of each month and will begin with the pay for the first full pay period following receipt of the authorization by the BCC. It is understood by the BCC and the Union that matters of payroll deductions is controlled by the Escambia County Clerk of Court's Office. The Union will be treated in the same manner as any other organization authorized for payroll deduction.
- B. Dues **Checks for dues collections will be made payable to NAGE and mailed to 159 Burgin Parkway, Quincy, MA 02169 along with a list of members whose dues were collected, as soon as possible, allowing for processing time by the Payroll Division, Clerk of Court.**
- C. The Union shall advise the BCC of any increase in dues, in writing, at least ninety (90) days prior to its effective date.

4.05 Insufficient Pay for Deductions

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues, it will be the responsibility of the Union to collect its dues for that pay period directly from the employee.

4.06 Termination of Deduction

Deductions for Union dues and across-the-board assessments, if any, shall continue until either: (1) revoked by the employee by providing the BCC with thirty (30) days written notice that he/she is terminating the prior check-off authorization; (2) revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment, or (4) the transfer, promotion, or demotion of the employee out of the bargaining unit. If these deductions are continued when any of the above situations occur, the Union shall upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

4.07 Indemnification

The Union shall indemnify, defend, and hold the BCC, their agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the BCC, their agents, and employees in complying with this article. The Union shall promptly refund to the BCC any funds received in accordance with this article, which are in excess of the amount of dues which the BCC or its agencies have agreed to deduct.

4.08 Orientation

The IAEP will be permitted up to one (1) hour to address newly hired employees during the department specific portion of the new employee orientation.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

5.01 Definitions  
Union – IAEP

County – Escambia County, Board of County Commissioners (BCC)

Day(s) – applicable to this contract, shall mean calendar days

Grievance – an alleged violation of an expressed term of this agreement.

Instances which are not subject to the grievance process include, but are not limited to, Performance Standards, Performance Evaluations, Letters of Counseling, job classification, a change of duty without a negative effect on the terms of employment, or a temporary change in working conditions during a state of emergency. Filing of a grievance must identify the specific article and section that is alleged to have been violated.

#### 5.02 Election of Process

- A. An employee shall indicate at Step 1 (or the initial written step if authorized by the provisions of this article) whether or not he/she shall be represented by the Union. Any decision mutually agreed to by the BCC and the Union shall be binding on the employee when election of a representative has been made. If requested by the employee as representation, the Union shall be given reasonable opportunity to be present and observe at any meeting called for the resolution of such grievance. An employee processing an appeal will be bound by the procedures established by the BCC and the Union.
- B. If the employee is not represented by the Union, the counsel elected to represent that employee becomes the sole agent of the employee.

#### 5.03 Procedure

- A. Employee grievances may be presented and handled promptly at the lowest level of management having the authority to adjust the grievance.
- B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- C. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the BCC to take the action complained of; subject, however, to adjustment (i.e., back pay) based on the final disposition of the grievance.
- D. The resolution of a grievance prior to its submission in writing at Step 1 shall not establish a precedent binding on either the Union or the BCC in other cases.
- E. Grievances shall be presented and adjusted in the following manner:
  - (1) Oral Discussion
    - (a) An **employee** having a grievance may, within five (5) days following the occurrence of the event giving rise to the grievance, present the grievance orally to their Supervisor for informal discussion. The supervisor shall make effort to resolve the grievance promptly and will respond to the employee within five (5) days.
    - (b) If the grievance is not resolved by such informal discussion, the employee may, within five (5) days after the date of that response, submit a formal grievance at Step 1 of this procedure.
    - (c) If the employee elects not to utilize the oral discussion provision of this Section, **the employee** may file a formal grievance at Step 1,

- provided such written grievance is filed within ten (10) days following the occurrence of the event giving rise to the grievance.
- (d) If there is no response by the County within the five (5) day time limit in an above, the failure to respond will constitute a denial and will allow the employee or his/her designee to go forward to Step 1 of filed within the time limits of (b) above.
- (2) Step 1
- (a) In filing a grievance, the union representative shall submit to the division manager a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement at issue, and the relief requested.
- (b) The division manager or his/her designee shall communicate a decision in writing to the employee and his/her union representative within fifteen (15) days following receipt of this grievance form.
- (c) If there is no response by the County within the fifteen (15) day time limit, the failure to respond will constitute a denial and will allow the matter to go forward to the next step.
- (3) Step 2
- (a) If the grievance is not resolved in Step 1, the union representative may submit it in writing to the County Administrator or his/her designated representative within five (5) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as an appeal filed at Step 1 above. The County Administrator or his/her designated representative may have a meeting with the employee, and their union representative, to discuss the grievance at the County Administrator or designee's sole discretion.
- (b) The County Administrator or his/her designated representative shall communicate a decision in writing to the employee or his/her union representative within fifteen (15) days following receipt of the written grievance.
- (c) If there is no response by the County to the employee or Union within the time limits, the failure to respond will constitute a denial of the grievance and will allow the issue to go to the next step.
- (4) Step 3- Arbitration
- (a) If the grievance is not resolved, the union representative may, within five (5) days after receipt of the decision at Step 2, appeal in writing to arbitration on a form to be supplied by the Federal Mediation and Conciliation Service (FMCS). If at the initial written step, the Union refused to represent the employee because he/she was not a dues-paying member of the Union, the employee may opt for arbitration. Employees covered under the provisions of this Agreement who are not represented by the Union shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement provided, however, such

employee proceeding without assistance of the Union shall be required to post a bond in escrow with the BCC in an amount calculated to cover to cost of arbitration and in no event less than the amount \$4,500. The bond shall be placed in escrow within a period of thirty (30) days of the employee's request for arbitration and prior to the selection of an arbitrator.

- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) as arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by the flip of a coin.
- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Hearings will be held in Pensacola, however, selection of the site will take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.
- (d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the BCC, the Union, the grievant(s) and the employees in the bargaining unit. The decision of the arbitration hearing shall become final and binding on the parties of this Agreement when delivered to them in writing, subject to the provisions of general law. In considering a grievance, the following provisions and limitations shall apply:
  - (1) The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
  - (2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
  - (3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
  - (4) The arbitrator shall limit their decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.
  - (5) The arbitrator shall be without power or authority to make any decisions that are:
    - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.



- (b) Limiting or interfering any way with the powers, duties, and responsibilities of the BCC under the constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement.
- (6) The arbitrator has the authority in the award to make the grievant whole, which includes wages, benefits, seniority, and other conditions of employment. They do not have the authority to award punitive damages.
- (7) The loser shall pay all of the arbitrator's charges. In the case of a split decision, the parties will equally share the arbitrator's fee. In all arbitrations, the parties will be responsible for the fees and costs of their own representatives.

#### 5.04 Time Limits

- A. Failure to initiate a grievance within the time limits in Section 5 above shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.
- B. Failure at any step of this procedure on the part of the BCC to communicate the decision on a grievance within the specified time limits shall permit the Union or employee to proceed to the next step.
- C. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement in writing and signed by both parties.

#### 5.05 Exceptions:

An employee or the Union may challenge an employment action by the County through the Agreement's grievance and arbitration process or, the Merit System Protection Board (MSPB) or its successor, but not both.

## ARTICLE 6 SENIORITY

Definition: For the purpose of this contract, "seniority" shall, unless otherwise stated, be defined as the length of continuous service from the date of hire in BCC Employment.

## ARTICLE 7 DISCIPLINE

- A. No **Full Time** employee shall be discharged or otherwise disciplined except for just cause.
- B. Relief employees who are discharged for disciplinary reasons may appeal such action through step 2 of the grievance procedure.

## ARTICLE 8 LEAVES

8.01 All full time bargaining unit members shall receive the leave benefits outlined in the Human Resources Policies and Procedures Manual (HRPP) except where it conflicts with an express term of this contract. The current HRPP sections defining leave benefits for collective bargaining unit members are **incorporated in this contract by reference.**

### 8.02 Annual Leave

- 1. All full time bargaining members are eligible to earn annual leave.

Annual leave shall not be credited in advance. Accrual of annual leave begins on the first date of regular employment and ends with the date of separation. Leave accrual for fractions of the month shall be figured to the nearest day. For the purpose of computing annual leave taken, only normal working days are to be counted as leave.

Annual leave is accumulated in accordance with the following schedule:

- Beginning date through the end of year 5	8 hours per month
- Beginning 6 <sup>th</sup> year through end of 10 <sup>th</sup> year	12 hours per month
- Beginning 11 <sup>th</sup> year through end of 15 <sup>th</sup> year	14 hours per month
- Beginning 16 <sup>th</sup> year through end of 20 <sup>th</sup> year	16 hours per month
- Beginning 21st year through end of employment	18 hours per month

2. Restrictions on Accumulation of Annual Leave:

A bargaining unit member shall not accrue annual leave during a leave of absence without pay, suspension without pay, or when the bargaining member is otherwise in a non-pay status. A total of four hundred (400) hours of annual leave is the maximum that can be carried over from one year to the next based on the bargaining unit employees date of hire. When extreme operational matters and/or emergencies occur and the bargaining member had requested leave and the leave has been approved, an extension may be granted to use the leave at a later time. The extension to use this approved leave shall be granted by the EMSChief (or his designee). Bargaining unit members who are granted this extension shall have ninety (90) days from the date of approval by the EMSChief (or his designee) to take the leave or it will be forfeited.

3. Annual Leave Records:

Annual leave accumulation and usage records for all bargaining unit members shall be maintained by the Department and shall be based upon the leave information submitted by the bargaining unit employees and authorized by Supervisor on each payroll. No annual leave shall be granted except on the basis of such leave records.

4. Approval of Annual Leave Requests:

Requests for annual leave by eligible bargaining unit members shall be made seven (7) days in advance. Leave must be scheduled and approved by the appropriate EMS Supervisor in advance of time to be taken.

5. Computation of Annual Leave Charges:

The full time bargaining unit members shall charge absences from work to annual leave according to the actual number of leave hours used.

6. Payment for Unused Leave Upon Separation of Service or Death:

Upon separation from the County Service, eligible collective bargaining unit members shall receive a lump sum payment for all accrued and unused annual leave up to a maximum of (400) hours. Such payment shall be made at the bargaining member's regular rate of pay at time of separation.

## 7. Disciplinary Actions:

Bargaining unit members who are disciplined in accordance with this contract shall not be permitted to use any leave in lieu of disciplinary action.

8. For the purposes of annual leave the rollover date will be the calendar year.

### 8.03 Sick Leave

1. Sick leave shall be accrued at a rate of eight (8) hours a month for full time bargaining unit members. There is no maximum accumulation of sick leave.
2. When a full time bargaining unit member is separated from employment due to retirement (as defined by the FRS Employer Handbook), the collective bargaining unit member shall be entitled to receive a lump sum payment for up to one-half of the accumulated sick leave to his credit prior to the effective date of the retirement up to a maximum of 1,040 hours.

#### 3. Layoffs

When a full time bargaining unit member's service is separated due to a layoff, they shall be entitled to be paid for one-half of the accumulated sick leave to his credit prior to his separation after a fifteen-calendar day period elapsed pending reinstatement. A maximum payment of 1,040 hours of sick leave will be made.

4. Bargaining unit members that use seven (7) **incidents** of unscheduled sick leave within the time period of the start of an annual evaluation process until the end of that same annual evaluation time period shall receive a "does not meet standards" on the attendance portion of the collective bargaining unit member's annual evaluation. Unscheduled sick leave is any sick leave requested less than 24 hours prior to the start of the collective bargaining unit members normally scheduled shift in which they are requesting the sick leave. FMLA or bereavement leave shall not be defined as unscheduled sick leave. Sick Leave shall be utilized in quarter-hour increments.

### 8.04 Compensatory Leave

1. The maximum accumulation for compensatory leave for collective bargaining unit members shall be 240 hours. All compensatory leave not used or paid by the last paycheck before August 31 will be paid or used by September 30 of the year in which the leave was accumulated.

## **ARTICLE 9 PERSONNEL RECORDS**

### **Personnel File**

- A. There shall be only one official personnel file for each employee in which commendatory or derogatory information is recorded. This record shall be maintained in the Escambia County Human Resources Office.
- B. A collective bargaining unit member will have the right to review and or receive a copy of his/her own official personnel file at reasonable times, when requested by the collective bargaining unit member.

## **ARTICLE 10 HOURS OF WORK AND OVERTIME**

### **10.01 Overtime in General**

Except where expressly stated in this policy, overtime compensation in the form of overtime pay or compensatory leave in lieu of overtime pay will only be paid after the employee has actually worked a minimum of forty (40) hours in the work week. Calculation and payment of overtime shall be made in accordance with federal Fair Labor Standards Act. However, paid holidays and union time shall be considered as time worked for determining overtime eligibility.

### **10.02 Authorized Overtime**

The Department Director or Division Manager shall authorize overtime when it is determined to be necessary to meet essential operating needs. In order to receive compensation for overtime work performed, authorization from the Department Director or Division Manager is required. All employees are required to work overtime as directed.

### **10.03 On Call**

The County agrees to abide by the Fair Labor Standards Act.

## **Article 11 MANAGEMENT RIGHTS**

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the rights of the public employer to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for

other legitimate reasons. Communications by the union with any department or division of the BCC shall be coordinated in advance through Human Resources.

## **ARTICLE 12 SALARIES**

**This Agreement shall be reopened on the issue of salaries (and other issues) in accordance with Article 19.**

## **ARTICLE 13 REDUCTION IN FORCE**

When it becomes necessary to reduce the work force, employees will be laid off according to seniority within the job classification, within the division, with the least senior employee being laid off first. When called back, inverse order will be used if the call back occurs within six (6) months from the date of the reduction in force. Notice of recall will be by certified mail and the employee will have fourteen (14) days to respond from date of receipt. The employee is responsible for keeping the County informed of his/her current address.

## **ARTICLE 14 RETIREMENT BENEFITS**

The County agrees to continue the Florida Retirement System Plan as defined by state law and the same Escambia County Retirement Incentive Plan as provided to all other County employees.

## **ARTICLE 15 MISCELLANEOUS BENEFITS**

### **15.01 Employee Assistance Program**

The County shall provide an Employee Assistance Program (EAP) as offered to all other County employees.

### **15.02 Uniforms**

Employees shall be provided uniforms in accordance with the current Division Policy on uniforms

### **15.03 Holidays**

A. Employees shall be entitled to holidays, and shall receive holiday pay, in accordance with the County Policy on holidays.



B. **Relief employees who work on a scheduled holiday will be paid one and one-half their regular hourly rate for hours worked on the holiday.**

15.04 Shift Swaps

Employees shall be entitled to swap shifts in accordance with the Division Policy on shift swaps that was implemented on 5/1/2011 and revised on 8/01/2013.

15.05 Maternity Accommodation

Full time collective bargaining members may request a light duty assignment if pregnant and such an assignment is recommended by her physician.

## **ARTICLE 16 INSURANCE**

The BCC shall provide group Health, Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD) and Life Insurance to eligible Bargaining Unit members at the same level and cost of benefits provided to other regular full time BCC employees.

## **ARTICLE 17 PAYDAYS**

17.01 Dates of Pay

All County employees shall be paid every two weeks, as agreed upon by the BCC and as directed by the Office of Finance, Clerk of Court.

17.02 Direct Deposit

Employees wishing to have their paychecks sent directly to their bank or credit union shall contact the payroll office.

## **ARTICLE 18 PROBATIONARY PERIOD**

18.01 Definition

The probationary period as herein established is to provide a trial period during which the County has the opportunity to judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he/she is employed. Employees hired following the effective date of the ratification of this contract will have a probationary period for **six (6) months after the completion of orientation**. Each day of absence will be added to the employee's probationary period.

#### **18.02 Employee Rights**

All rights, benefits, privileges, including the application of grievances and arbitration procedures shall be applicable to probationary employees except for matters involving discipline, performance evaluation, or the decision to dismiss the probationary employee.

### **ARTICLE 19 DURATION OF AGREEMENT**

This Agreement shall be effective from August 1, 2016 through September 30, 2019 with all terms and provisions in force from the date the Agreement is ratified by both parties. For contract years 2017/2018 and 2018/2019 this Agreement may be reopened for interim negotiations on wages and insurance (Article 16) and two additional articles by each party. Each party shall serve notice of the intent to reopen contract articles no later than January 15, 2017 for the 2017/2018 contract year and January 15, 2018 for the 2018/2019 contract year.

Any unresolved articles properly opened as subjects of negotiations may be resolved in accordance with the impasse procedures set forth in Section 447, Florida Statutes.

### **ARTICLE 20 TOTALITY OF AGREEMENT**

#### **20.01 Limitation.**

(a) The Board and the Union acknowledge that during the negotiations that resulted in this Agreement, the parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

(b) The Board and the Union further acknowledge that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it will constitute the entire and sole Agreement between the parties for its duration.

#### **20.02 No Further Obligation to Bargain.**

The Board and the Union, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other will not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, except as provided in Article 3.05, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.


**20.03 Modifications.**

Nothing herein will, however, preclude the Board and the Union from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify in writing any of the provisions of this Agreement.

**APPENDIX A  
BARGAINING UNIT POSITIONS AND PAY ASSIGNMENT**

Emergency medical Specialist – EMT Full Time	\$12.49 per hour
Emergency medical Specialist – EMT Relief	\$12.49 per hour
Emergency medical Specialist – Paramedic Full Time	\$16.00 per hour
Emergency medical Specialist – Paramedic Relief	\$16.00 per hour

## APPENDIX B DUES CHECK-OFF AUTHORIZATION

 <b>REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES</b>		
<b>NAME OF EMPLOYEE</b> (Last First Middle) (X) _____	<b>(PLEASE PRINT)</b>	<b>SOCIAL SECURITY #</b> (X) _____
<b>HOME ADDRESS</b> Street and Number: ( X ) _____	(City and State)	<b>ZIP CODE</b> _____
<b>COMPANY</b> (X) _____		
<b>WORK LOCATION:</b> _____		<b>UNIT</b> _____
<b>JOB</b> _____	<b>TITLE</b> _____	
I HEREBY AUTHORIZE THE DEDUCTION FROM MY PAY EACH PAY PERIOD OR THE FIRST FULL PAY PERIOD OF EACH MONTH AN AMOUNT OF MONEY EQUAL TO THE REGULAR DUES IN ACCORDANCE WITH ARRANGEMENTS WITH MY EMPLOYER.		
<b>SIGNATURE OF EMPLOYEE</b> (X) _____		<b>DATE</b> (X) _____

**Distribution of Copies:**  
 ORIGINAL – Payroll  
 Copy – Human Resources

**APPENDIX C  
TERMINATION OF UNION DUES**

**M E M O R A N D U M**

**TO:** Human Resources

**FROM:** \_\_\_\_\_  
Employee Name (Print Clearly)  
Department/Division

**DATE:** \_\_\_\_\_

**RE:** Termination of Union Dues

In accordance with the Collective Bargaining Agreement between Escambia County Board of County Commissioner and the Union, this written notice is provided to revoke my prior check-off authorization for deduction of Union dues. I understand the termination of Union dues will become effective not later than thirty (30) days from receipt of this notice.

Your assistance is greatly appreciated.

Sincerely,

(Employee Signature)

**SSN:** \_\_\_\_ -- \_\_\_\_ -- \_\_\_\_

**Cc:** Union  
Payroll



**Appendix D**  
**Memorandums of Understanding**

- A. Pay increase to \$16.00 per hour for Paramedics
- B. Jail Assignment Supplemental Pay

**Union**

This is to certify that the members of the above collective bargaining unit ratified this agreement on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2016.

Union

\_\_\_\_\_  
President/Business Agent

\_\_\_\_\_  
Union Witness

This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this agreement on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

Adopted: \_\_\_\_\_, 2009

\_\_\_\_\_  
Michael Mattimore  
Allen, Norton, & Blue, P.A.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10845**

**County Administrator's Report 10. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Request for Disposition of Property

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Surplus Property for the Human Resources Department - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the Request for Disposition Form for the Human Resources Department, for the property described and listed on the Disposition Form, with reason for disposition stated.

### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

The badge builder system is no longer functional and has no useful life.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

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

This recommendation is in compliance with FS 247.07 and BCC Policy Section II, Part B.1, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Disposition of Property Form

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Human Resources

COST CENTER NO: 140601

John A. Weber

DATE: 8/10/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

John A. Weber

Phone No: 595-4681

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54569	Badge Builder System	901VJ81		2006	Fair

Disposal Comments: System is obsolete and operationally unreliable, request for disposal.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions:        Dispose-Good Condition-Unusable for BOCC

       Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 8-12-2016

FROM: Escambia County Department Director (Signature):

[Signature]

Director (Print Name): Thomas "Tom" Turner, Human Resources

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: 09/01/2016

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10862

County Administrator's Report 10. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2016

Issue: Request for Disposition of Property

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

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

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

#### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned disposed of properly.

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

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

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

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



Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

---

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**Attachments**

Property Disposition Forms

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety

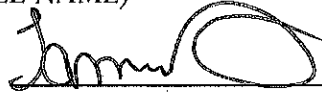
COST CENTER NO: 330302

Tamika Williams

DATE: 8/18/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 850-471-6425

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60292	Sharp MX-M503N	25003825	MX-M503N		POOR

Disposal Comments: Obsolete printer that is too costly to repair

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions:          Dispose-Good Condition-Unusable for BOCC

  X   Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 8/18/16

FROM: Escambia County Department Director (Signature):



Director (Print Name): Michael D. Weaver

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: \_\_\_\_\_

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety

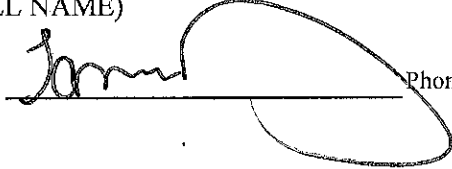
COST CENTER NO: 330401

Tamika Williams

DATE: 8/18/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 850-471-6425

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	42145	Larse Terminal Remote		8310c-801	1980	POOR
Y	51539	VHF Antenna				POOR
y	42009	Badger Remote Terminal		8310c-801	1980	POOR
y	54853	MTR 2000 Recelver	474CGF0401	T5789A		POOR
Y	58453	power amplifier	1214	pa6-2gf-hms	2009	poor
y	50768	REPEATER BASE STATION	482CBZ0000	APC482	2002	POOR

Disposal Comments: Original Microwave Equipment that was replaced during the microwave system upgrade

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions:          Dispose-Good Condition-Unusable for BOCC

  X   Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date:                  Information Technology Technician Signature:

Date: 8/18/16

FROM: Escambia County Department Director (Signature):



Director (Print Name): Michael D. Weaver

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date:                         

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk)                         

This Equipment Has Been Auctioned / Sold

by:                                 

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10858**

**County Administrator's Report 10. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Request for Disposition of Property

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

**Organization:** Clerk & Comptroller's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for The Office of the Clerk of Court and Comptroller, for property which is to be auctioned or disposed of properly, and which is described and listed on the Form with the Agency and reason stated.

#### **BACKGROUND:**

The equipment is obsolete and is to be auctioned and/or recycled.

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

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

Board Policy established the procedure for disposing of surplus or obsolete equipment.

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

N/A

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**Attachments**

Disposal Clerk

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Clerk of Court & Comptroller COST CENTER NO: Information Technology

Pam Childers, Clerk of the Circuit Court & Comptroller

DATE: August 19, 2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Kara B. Cowen

Phone No:

850-595-4830

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		see attached listing				

Disposal Comments: Equipment is bsolete - Send for Recycling - Unusable

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☐ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

Date: 8-19-2016

FROM: Escambia County Department Director (Signature):

Pam Childers

Director (Print Name):

Pam Childers, Clerk of the Circuit Court & Comptroller

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: \_\_\_\_\_

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

## PROPERTY #

## DESCRIPTION

38695	POWER SYS UNINTERUPT	Asset swapped out with # 62131
42892	LASER PRINTER 4PLUS	
44553	RISC 6000 IBM IMAGE SERVER	
44554	JUKEBOX/AUTOCHANGER	
46757	PRINTEK PRINTER FM8003W/CABINE	
47098	ACTIVE VOICE VODAVI SYSTEM	
47709	COMPUTER PC DELL 733GX 110/L	
50069	FUJITSU M4097D	
52212	OPTIPLEX GX270S, 512K COMPUTER	
52403	OPTIPLEX GX270S, 512K COMPUTER	
52558	OPTIPLEX GX270D, 512K COMPUTER	Asset not found for two inventory cycles
53755	LASER PRINTER HP 4350N	
53816	SCANNER CANON DR9080C	
53824	SCANNER CANON DR9080C	
53831	SCANNER FUJITSU 5750C	
53859	DELL MINITOWER OPIGX620	
53877	DELL MINITOWER OPIGX620	
55194	SHARP AR-M355N COPIER	
56516	PC DELL OPTIPLEX 745 MINITOWER	
56521	PC DELL OPTIPLEX 745 MINITOWER	
56533	PC DELL OPTIPLEX 745 MINITOWER	
56550	PC DELL OPTIPLEX 745 MINITOWER	
56556	PC DELL OPTIPLEX 745 MINITOWER	
56580	PC DELL OPTIPLEX 745 MINITOWER	
56612	SCANNER CANON DR9080C	
56636	SERVER POWEREDGE 2900	

## **Kara Cowen (COC)**

---

**From:** Hank Misiak (COC)  
**Sent:** Thursday, August 18, 2016 4:03 PM  
**To:** Kara Cowen (COC)  
**Subject:** Excess list  
**Attachments:** Excess list 2016.xlsx

THANKS

### **Hank Misiak, I.T.**

PAM CHILDERS, Clerk of the Circuit Court & Comptroller  
First Judicial Circuit, Escambia County  
PO Box 333  
Pensacola, FL 32591-0333  
850-595-0172  
[hmisiak@escambiaclerk.com](mailto:hmisiak@escambiaclerk.com)  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

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

SUNGAURD PENTAMATION  
DATE: 08/19/2016  
TIME: 08:42:08

ESCAMBIA COUNTY CLERK - LIVE  
FIXED ASSETS LISTING

PAGE NUMBER: 1  
REPORT10

SELECTION CRITERIA: assets.tagno in ('38695','42892','44553','45554','46757','47098','47709','50069','52212','52403','52558','53755')

SORTED BY: assets.tagno,assets.improvement\_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
38695	POWER SYS UNINTERUPT	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR LIEBERT - TRACK 1105484	VENDOR LIEBERT CORP	DEP N POST DP N DEP METH
	MODEL AP331-11	PO UNITS 1	SALVAGE VALU .00
	S/N P19970	CHECK UN CST 17903.61	ACCUM DEP 17903.61
	INVENTORY DATE	FUND TYPE G ACQUIRE 07/22/91 COST 17903.61	REM BOOK BASIS .00
	CONDITION GOOD STATUS KARA	DPT MIS INS CO	DEP BASIS 17903.61
	NEXT SCHEDULED MAINTENANCE 08/31/10	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
		C/W BATTERY UBP180	SALE AMOUNT .00
	S/N P16157- TRACK 1122342		RETIRED DATE

DISTRIBUTION INFORMATION  
FUNCTION  
SPI SPI DEFAULT

ACTIVITY  
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT  
1.00

42892	LASER PRINTER 4PLUS	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR HEWLETT PACKARD	VENDOR BINARY SYSTEMS	DEP N POST DP N DEP METH
	MODEL LASER JET 4+	PO UNITS 1	SALVAGE VALU .00
	S/N USFC340895	CHECK UN CST 1440.00	ACCUM DEP 1440.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 09/15/95 COST 1440.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS STORAGE	DPT MIS INS CO	DEP BASIS 1440.00
	NEXT SCHEDULED MAINTENANCE 06/22/11	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION  
FUNCTION  
SPI SPI DEFAULT

ACTIVITY  
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT  
1.00

44553	RISC 6000 IBM IMAGE SERVER	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR IBM	VENDOR FORESIGHT INFO SYS	DEP N POST DP N DEP METH
	MODEL RS7025-F30	PO 960383 UNITS 1	SALVAGE VALU .00
	S/N MS70252601082	CHECK UN CST 32760.37	ACCUM DEP 32760.37
	INVENTORY DATE	FUND TYPE G ACQUIRE 08/06/96 COST 32760.37	REM BOOK BASIS .00
	CONDITION GOOD STATUS STORAGE	DPT MIS INS CO 1013 OFF RECORDS	DEP BASIS 32760.37
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION  
FUNCTION  
SPI SPI DEFAULT

ACTIVITY  
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT  
1.00

SUNGAURD PENTAMATION  
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ESCAMBIA COUNTY CLERK - LIVE  
FIXED ASSETS LISTING

PAGE NUMBER: 2  
REPORT10

SELECTION CRITERIA: assets.tagno in ('38695','42892','44553','45554','46757','47098','47709','50069','52212','52403','52558','53755')

SORTED BY: assets.tagno,assets.improvement\_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
46757	PRINTEK PRINTER FM8003W/CABINE	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR PATTCO ELECTRONICS	VENDOR PATTCO PRINTER SYSTEMS	DEP N POST DP N DEP METH
	MODEL FM8003 1998	PO 980342 UNITS 1	SALVAGE VALU .00
	S/N LAA39440	CHECK 7001 UN CST 2969.05	ACCUM DEP 2969.05
	INVENTORY DATE	FUND TYPE G ACQUIRE 08/28/98 COST 2969.05	REM BOOK BASIS .00
	CONDITION GOOD STATUS STORAGE	INS CO #4020-MGT INFO SYSTEMS	DEP BASIS 2969.05
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION		ACTIVITY	DEP ORGN	ACCOUNT	PCT
FUNCTION	SPI	SPI			1.00
SPI	SPI DEFAULT	SPI	SPI DEFAULT		
47098	ACTIVE VOICE VODAVI SYSTEM	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE		
-000	MFR ACTION TELECOM	VENDOR ACTION TELECOM AND DATA	DEP N POST DP N DEP METH		
	MODEL	PO 980431 UNITS 1	SALVAGE VALU .00		
	S/N 9832A0437	CHECK UN CST 2390.00	ACCUM DEP 2390.00		
	INVENTORY DATE	FUND TYPE G ACQUIRE 09/24/98 COST 2390.00	REM BOOK BASIS .00		
	CONDITION GOOD STATUS WC1	DPT MIS INS CO #2030 JURY MANAGEMENT	DEP BASIS 2390.00		
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06		
			SALE AMOUNT .00		
			RETIRED DATE		
	MEMO IN FILE	VODAVI REPLACE LINGO			
		IN MIS			

DISTRIBUTION INFORMATION		ACTIVITY	DEP ORGN	ACCOUNT	PCT
FUNCTION	SPI	SPI			1.00
SPI	SPI DEFAULT	SPI	SPI DEFAULT		
47709	COMPUTER PC DELL 733GX 110/L	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE		
-000	MFR DELL	VENDOR DELL	DEP N POST DP N DEP METH		
	MODEL 733GX 110/L	PO 2000530 UNITS 1	SALVAGE VALU .00		
	S/N 584G201	CHECK 10810 UN CST 1761.00	ACCUM DEP 1761.00		
	INVENTORY DATE	FUND TYPE G ACQUIRE 09/29/00 COST 1761.00	REM BOOK BASIS .00		
	CONDITION GOOD STATUS Storage	DPT MIS INS CO	DEP BASIS 1761.00		
	NEXT SCHEDULED MAINTENANCE 06/23/11	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06		
			SALE AMOUNT .00		
			RETIRED DATE		

DISTRIBUTION INFORMATION		ACTIVITY	DEP ORGN	ACCOUNT	PCT
FUNCTION	SPI	SPI			1.00
SPI	SPI DEFAULT	SPI	SPI DEFAULT		

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REPORT10

SELECTION CRITERIA: assets.tagno in ('38695','42892','44553','45554','46757','47098','47709','50069','52212','52403','52558','53755')

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ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
50069	FUJITSU SCANNER M4097D	FUNDING SPEC REV CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR FUJITSU	CLS M VENDOR R C COMPUTER	DEP N POST DP N DEP METH
	MODEL M4097D	CAT 107 PO 2002351 UNITS 1	SALVAGE VALU .00
	S/N 516486	LOC TREASURY CHECK UN CST 4783.30	ACCUM DEP 4783.30
	INVENTORY DATE	FUND TYPE G ACQUIRE 05/10/02 COST 4783.30	REM BOOK BASIS .00
	CONDITION GOOD STATUS RETIRED	DPT FIN TRES INS CO OFFICIAL RECORDS	DEP BASIS 4783.30
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
			SALE AMOUNT .00
			RETIRED DATE 09/24/15

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
52212	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3	DEP LIFE	
-000	MFR DELL	DEP N POST DP N DEP METH		
	MODEL GX270S	SALVAGE VALU .00		
	S/N 1M1QH31	ACCUM DEP 1043.00		
	INVENTORY DATE	REM BOOK BASIS .00		
	CONDITION GOOD STATUS STORAGE	DEP BASIS 1043.00		
	NEXT SCHEDULED MAINTENANCE 06/22/11	LAST POSTING DATE 09/30/06		
		SALE AMOUNT .00		
		RETIRED DATE		

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
52403	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3	DEP LIFE	
-000	MFR DELL	DEP N POST DP N DEP METH		
	MODEL GX270S	SALVAGE VALU .00		
	S/N FL1QH31	ACCUM DEP 1043.00		
	INVENTORY DATE	REM BOOK BASIS .00		
	CONDITION GOOD STATUS STORAGE	DEP BASIS 1043.00		
	NEXT SCHEDULED MAINTENANCE 03/25/10	LAST POSTING DATE 09/30/06		
		SALE AMOUNT .00		
		RETIRED DATE		

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00

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SORTED BY: assets.tagno,assets.improvement\_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION				DEPRECIATION INFORMATION			
52558	PC DELL OPTIPLEX GX270D COMP		FUNDING	SPEC REV	CAPITAL ASSET Y	EST LIFE	3	DEP LIFE	
-000	MFR DELL COMPUTERS	CLS M	VENDOR DELL COMPUTERS			DEP N POST DP N	DEP METH		
	MODEL GX270D	CAT 100	PO 2004109	UNITS 1		SALVAGE VALU			.00
	S/N 947L241	LOC MIS	CHECK 16476	UN CST 1320.58		ACCUM DEP		1320.58	
	INVENTORY DATE	FUND TYPE G	ACQUIRE 01/06/04	COST 1320.58		REM BOOK BASIS			.00
	CONDITION GOOD STATUS WORKSHOP	DPT MIS	INS CO MIS			DEP BASIS		1320.58	
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/07		
	RITA					SALE AMOUNT			.00
						RETIRED DATE			

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
53755				
-000	LASER PRINTER HP 4350N	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3
	MFR HEWLETT PACKARD	VENDOR CDWG		DEP N POST DP N
	MODEL HP4350N	PO 2005394	UNITS 1	DEP METH
	S/N CNBXC52467	CHECK 18778	UN CST 1450.00	SALVAGE VALU .00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 05/17/05	ACCUM DEP 1450.00
	CONDITION GOOD STATUS KATHY	DPT CO CRIM	INS CO CO CRIMINAL	REM BOOK BASIS .00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	DEP BASIS 1450.00
			0.00	LAST POSTING DATE 09/30/07
				SALE AMOUNT .00
				RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
53816				
-000	SCANNER CANON DR9080C	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3
	MFR CANON	VENDOR CDWG		DEP N POST DP N
	MODEL DR 9080C	PO 2005731	UNITS 1	DEP METH
	S/N CZ304399	CHECK	UN CST 6200.00	SALVAGE VALU .00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 09/29/05	ACCUM DEP 6200.00
	CONDITION GOOD STATUS STORAGE	DPT MIS	INS CO MICROSCAN	REM BOOK BASIS .00
	NEXT SCHEDULED MAINTENANCE 10/23/06	GRT	INS VAL	DEP BASIS 6200.00
	PO#2007139MICROSCAN MAINT		0.00	LAST POSTING DATE 09/30/07
				SALE AMOUNT .00
				RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00



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DISTRIBUTION INFORMATION									
FUNCTION			ACTIVITY		DEP ORGN		ACCOUNT		PCT
SPI	SPI	DEFAULT	SPI	SPI	DEFAULT				1.00
53831	SCANNER FUJITSU	5750C+VRS4.0		FUNDING SPEC	REV	CAPITAL ASSET	Y	EST LIFE	3
-000	MFR FUJITSU		CLS M	VENDOR	CDWG			DEP N POST	DP N
	MODEL 5750C+VRS4.0		CAT 107	PO	2006072	UNITS	1	SALVAGE VALU	
	S/N 005709		LOC MIS	CHECK	19678	UN CST	5800.00	ACCUM DEP	5800.00
	INVENTORY DATE		FUND TYPE	G ACQUIRE	11/09/05	COST	5800.00	REM BOOK BASIS	.00
	CONDITION GOOD	STATUS STORAGE	DPT MIS	INS CO	MIS			DEP BASIS	5800.00
	NEXT SCHEDULED	MAINTENANCE	GRT	INS VAL		0.00		LAST POSTING DATE	09/30/09
								SALE AMOUNT	.00
								RETIRED DATE	

DISTRIBUTION INFORMATION									
FUNCTION		ACTIVITY		DEP ORGN		ACCOUNT		PCT	
SPI	SPI DEFAULT	SPI	SPI DEFAULT						1.00
53859	DELL MINITOWER OPIGX620		FUNDING SPEC REV		CAPITAL ASSET Y		EST LIFE 3	DEP LIFE	
-000	MFR DELL	CLS M	VENDOR DELL				DEP N POST DP N	DEP METH	
	MODEL OPIGX620 MINITOWER	CAT 100	PO 2006640		UNITS 1		SALVAGE VALU		.00
	S/N 5TBDMB1	LOC MIS	CHECK 20947		UN CST 1187.45		ACCUM DEP		1187.45
	INVENTORY DATE	FUND TYPE G	ACQUIRE 08/17/06		COST 1187.45		REM BOOK BASIS		.00
	CONDITION GOOD	DPT MIS	INS CO MIS				DEP BASIS		1187.45
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00			LAST POSTING DATE	09/30/09	
							SALE AMOUNT		.00
							RETIRED DATE		

DISTRIBUTION INFORMATION				DEF ORGN	ACCOUNT	PCT
FUNCTION	ACTIVITY					
SPI	SPI	DEFAULT	SPI	SPI	DEFAULT	
						1.00

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SORTED BY: assets.tagno,assets.improvement\_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
53877	DELL COMPUTER OPIGX620	FUNDING SPEC REV CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR DELL	VENDOR DELL	DEP N POST DP N DEP METH
	MODEL OPIGX620	PO 2006640 UNITS 1	SALVAGE VALU .00
	S/N 6Y2BMB1	CHECK 20947 UN CST 1246.41	ACCUM DEP 1246.41
	INVENTORY DATE	FUND TYPE G ACQUIRE 08/17/06 COST 1246.41	REM BOOK BASIS .00
	CONDITION GOOD STATUS STORAGE	DPT MIS INS CO MIS	DEP BASIS 1246.41
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/09
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION  
FUNCTION  
SPI SPI DEFAULT

ACTIVITY  
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT  
1.00

55194	COPIER SHARP ARM355N	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR SHARP	VENDOR COPY PRODUCTS	DEP N POST DP N DEP METH
	MODEL ARM237	PO 2006703 UNITS 1	SALVAGE VALU .00
	S/N 650110216	CHECK 21126 UN CST 5954.00	ACCUM DEP 5954.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 09/19/06 COST 5954.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS STORAGE	DPT MIS INS CO TRAFFIC - ONE STOP	DEP BASIS 5954.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/09
	CP17702	MFP_1STOP52	SALE AMOUNT .00
	TRADED IN FOR ARM355N	8095-5954 = 2141.00	RETIRED DATE
	SEE IMPROVEMENT 001		

DISTRIBUTION INFORMATION  
FUNCTION  
SPI SPI DEFAULT

ACTIVITY  
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT  
1.00

55194	SHARP AR-M355N COPIER	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-001	MFR SHARP - ID 17702	VENDOR COPY PRODUCTS	DEP N POST DP N DEP METH
	MODEL SHARP AR-M355NB	PO 2007092 UNITS 1	SALVAGE VALU .00
	S/N 65033208	CHECK 21542 UN CST 2141.00	ACCUM DEP 2081.53
	INVENTORY DATE	FUND TYPE G ACQUIRE 11/09/06 COST 2141.00	REM BOOK BASIS 59.47
	CONDITION GOOD STATUS Storerm	DPT MIS INS CO TRAFFIC - ONE STOP	DEP BASIS 2141.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/09
	COPY PROD ID #17702	EXCHANGED AR-M237 11/9/6	SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION  
FUNCTION  
SPI SPI DEFAULT

ACTIVITY  
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT  
1.00

SORT GROUP TOTAL	2 RECORDS
COST	8,095.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	8,035.53
SALE AMOUNT	.00

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REPORT10

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SORTED BY: assets.tagno,assets.improvement\_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
56516	PC DELL OPTIPLEX 745 MINITOWER	FUNDING SPEC REV	CAPITAL ASSET Y
-000	MFR DELL	VENDOR DELL	EST LIFE 3 DEP LIFE
	MODEL 745 OPIPLEX MINITOWER	PO 02007500	DEP N POST DP N DEP METH
	S/N 25SYDD1	CHECK 22541	SALVAGE VALU .00
	INVENTORY DATE	UN CST 1080.90	ACCUM DEP 1080.90
	CONDITION GOOD STATUS STORAGE	COST 1080.90	REM BOOK BASIS .00
	NEXT SCHEDULED MAINTENANCE	INS CO	DEP BASIS 1080.90
		INS VAL 0.00	LAST POSTING DATE 09/30/10
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION  
FUNCTION  
SPI SPI DEFAULT

ACTIVITY  
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT  
1.00

56521	PC DELL OPTIPLEX 745 MINITOWER	FUNDING SPEC REV	CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR DELL	VENDOR DELL	DEP N POST DP N DEP METH	
	MODEL 745 OPIPLEX MINITOWER	PO 02007500	UNITS 1	SALVAGE VALU .00
	S/N 72SYDD1	CHECK 22541	UN CST 1080.90	ACCUM DEP 1080.90
	INVENTORY DATE	ACQUIRE 08/06/07	COST 1080.90	REM BOOK BASIS .00
	CONDITION GOOD STATUS STORAGE	INS CO		DEP BASIS 1080.90
	NEXT SCHEDULED MAINTENANCE	INS VAL 0.00		LAST POSTING DATE 09/30/10
				SALE AMOUNT .00
				RETIRED DATE

DISTRIBUTION INFORMATION  
FUNCTION  
SPI SPI DEFAULT

ACTIVITY  
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT  
1.00

56533	PC DELL OPTIPLEX 745 MINITOWER	FUNDING SPEC REV	CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR DELL	VENDOR DELL	DEP N POST DP N DEP METH	
	MODEL 745 OPIPLEX MINITOWER	PO 02007500	UNITS 1	SALVAGE VALU .00
	S/N 5NVDYDD1	CHECK 22541	UN CST 1080.90	ACCUM DEP 1080.90
	INVENTORY DATE	ACQUIRE 08/06/07	COST 1080.90	REM BOOK BASIS .00
	CONDITION GOOD STATUS	INS CO		DEP BASIS 1080.90
	NEXT SCHEDULED MAINTENANCE 12/14/07	INS VAL 0.00		LAST POSTING DATE 09/30/10
				SALE AMOUNT .00
				RETIRED DATE

DISTRIBUTION INFORMATION  
FUNCTION  
SPI SPI DEFAULT

ACTIVITY  
SPI SPI DEFAULT

DEP ORGN ACCOUNT PCT  
1.00

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REPORT10

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ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
56550	PC DELL OPTIPLEX 745 MINITOWER	FUNDING SPEC REV	CAPITAL ASSET Y
-000	MFR DELL	CLS M	VENDOR DELL
	MODEL 745 OPIPLEX MINITOWER	CAT 100	PO 02007500
	S/N 7NVYDD1	LOC MIS	CHECK 22541
	INVENTORY DATE	FUND TYPE G	ACQUIRE 08/06/07
	CONDITION GOOD	DPT MIS	INS CO
	STATUS STORAGE	GRT	INS VAL
	NEXT SCHEDULED MAINTENANCE 09/24/07		0.00
	AUDITOR		
			EST LIFE 3
			DEP N POST DP N DEP METH
			SALVAGE VALU
			ACCUM DEP
			REM BOOK BASIS
			DEP BASIS
			LAST POSTING DATE
			SALE AMOUNT
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
SPI	SPI DEFAULT			
56556	PC DELL OPTIPLEX 745 MINITOWER	FUNDING SPEC REV	CAPITAL ASSET Y	EST LIFE 3
-000	MFR DELL	CLS M	VENDOR DELL	DEP N POST DP N DEP METH
	MODEL 745 OPIPLEX MINITOWER	CAT 100	PO 02007500	SALVAGE VALU
	S/N DMVYDDI	LOC MIS	CHECK 22541	ACCUM DEP
	INVENTORY DATE	FUND TYPE G	ACQUIRE 08/06/07	REM BOOK BASIS
	CONDITION GOOD	DPT MIS	INS CO	DEP BASIS
	STATUS STORAGE	GRT	INS VAL	LAST POSTING DATE
	NEXT SCHEDULED MAINTENANCE 09/24/07		0.00	SALE AMOUNT
	AUDITOR PC			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
SPI	SPI DEFAULT			
56580	PC DELL OPTIPLEX 745 MINITOWER	FUNDING SPEC REV	CAPITAL ASSET Y	EST LIFE 3
-000	MFR DELL	CLS M	VENDOR DELL	DEP N POST DP N DEP METH
	MODEL 745 OPIPLEX MINITOWER	CAT 100	PO 02007500	SALVAGE VALU
	S/N 30SYDD1	LOC MIS	CHECK 22541	ACCUM DEP
	INVENTORY DATE	FUND TYPE G	ACQUIRE 08/06/07	REM BOOK BASIS
	CONDITION GOOD	DPT MIS	INS CO	DEP BASIS
	STATUS STORAGE	GRT	INS VAL	LAST POSTING DATE
	NEXT SCHEDULED MAINTENANCE 09/24/07		0.00	SALE AMOUNT
				RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
SPI	SPI DEFAULT			

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ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
56612	SCANNER - CANONDR-9080C	FUNDING SPEC REV	CAPITAL ASSET Y
-000	MFR CANON	VENDOR MICROSCAN	EST LIFE 3 DEP LIFE
	MODEL DR-9080C	PO 02008342	DEP N POST DP N DEP METH
	S/N CZ2314187	LOC MIS CHECK 60023910	SALVAGE VALU .00
	INVENTORY DATE	FUND TYPE G ACQUIRE 07/30/08	ACCUM DEP 6531.82
	CONDITION GOOD STATUS STORAGE	DPT MIS INS CO ONE STOP	REM BOOK BASIS .00
	NEXT SCHEDULED MAINTENANCE 05/26/09	GRT INS VAL 0.00	DEP BASIS 6531.82
			LAST POSTING DATE 09/30/11
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION		ACTIVITY	DEP ORGN	ACCOUNT	PCT
FUNCTION	SPI	SPI			1.00
SPI	SPI DEFAULT	SPI	SPI DEFAULT		
56636	SERVER POWEREDGE 2900	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR DELL	VENDOR THIS OLD STORE		DEP N POST DP N DEP METH	
	MODEL PE2900 TOWER	PO 20090340	UNITS 1	SALVAGE VALU	.00
	S/N FM2HYH1	LOC MIS CHECK 60025271	UN CST 3599.00	ACCUM DEP	3599.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 09/16/09	COST 3599.00	REM BOOK BASIS	.00
	CONDITION STATUS PIGGYEOC	DPT MIS INS CO MIS		DEP BASIS	3599.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00		LAST POSTING DATE	09/30/12
				SALE AMOUNT	.00
				RETIRED DATE	

DISTRIBUTION INFORMATION		ACTIVITY	DEP ORGN	ACCOUNT	PCT
FUNCTION	SPI	SPI			1.00
SPI	SPI DEFAULT	SPI	SPI DEFAULT		
REPORT TOTAL	26 RECORDS SELECTED				
	COST	114,208.99			
	INSURANCE VALUE	.00			
	SALVAGE VALUE	.00			
	ACCUMULATED DEPRECIATION	114,149.52			
	SALE AMOUNT	.00			



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10861

County Administrator's Report 10. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2016

Issue: Airspace Agreement with State of Florida Department of Transportation

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning the Airspace Agreement with the Florida Department of Transportation - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign an Airspace Agreement and the Addendum to Airspace Agreement between Escambia County and the State of Florida Department of Transportation, for the F9F-8 "Cougar" aircraft display on the grounds of the Interstate 10 Welcome Station located west of Pensacola, with an effective date of September 1, 2016, for a term of 20 years. The referenced airspace is above the approximately 4,030 square feet the display utilizes.

WARNING: The scope of the County Attorney's review and approval does not include the indemnity provisions in this document. The County Attorney advises against agreeing to indemnify another party because it would require the County to pay for damages and injuries that the County is not otherwise legally obligated to pay.

### **BACKGROUND:**

Recently, staff from the Florida Department of Transportation office in Chipley contacted County staff regarding a renewal of the previous airspace agreement for the Cougar jet at the westward I-10 welcome center. The FDOT standard agreement was completed and forwarded to Escambia County for approval. The previous agreement was also for 20 years, and was executed in October 1995.

### **BUDGETARY IMPACT:**

N/A

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

Assistant County Attorney Stephen West approved the Airspace Agreement and its Addendum as to form and legal sufficiency, but the scope of the review does not include to the indemnity provisions found in the document. Attached to this recommendation as additional backup is email correspondence from the County Attorney Office.

WARNING: The scope of the County Attorney's review and approval does not include the indemnity provisions in this document. The County Attorney advises against agreeing to indemnify another party because it would require the County to pay for damages and injuries that the County is not otherwise legally obligated to pay.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for execution of all such documents per Board policy.

**IMPLEMENTATION/COORDINATION:**

Escambia County staff will continue to coordinate with FDOT regarding these agreements.

---

**Attachments**

Airspace Agreement for I-10 Welcome Ctr Jet

Airspace Agreement email fr Steve West re indemnity

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## AIRSPACE AGREEMENT

ITEM/SEGMENT NO.: 48260-2458MANAGING DISTRICT: ThreeF.A.P. NO.: IR-10-1(96)STATE ROAD NO.: 8 and I-10COUNTY: EscambiaPARCEL NO.: Welcome Station

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, between Escambia County,  
acting by and through its Board of County Commissioners at 221 Palafox Place, Pensacola, FL 32502  
(Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida  
(State).

**WITNESSETH:**

**WHEREAS**, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

**WHEREAS**, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

**WHEREAS**, the Department has acquired sufficient legal right, title, and interest in the right of way of SR 8 (I-10)  
\_\_\_\_\_ which includes the property described in Exhibit "A" attached hereto and made a part hereof,  
which right of way is part of a highway on a Federal Aid System; and

**WHEREAS**, the Department desires to lease to Lessee the airspace above or below the gradeline of the property described in Exhibit "A", attached and made a part hereof for the following purpose: An F9F-8 "Cougar" Aircraft display on the ground of the  
Welcome Station located West of Pensacola on I-10 in Escambia County.

**WHEREAS**, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

**NOW, THEREFORE**, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. **Premises**

The premises hereto are true and correct and form an integral part of this Agreement

2. **Term**

The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of Twenty (20) \_\_\_\_\_ beginning with the date of this Agreement. One renewal of this Agreement may be made for N/A \_\_\_\_\_. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. **Rent**

a. Lessee shall pay to the Department as rent each ☐ month ☐ quarter ☐ year on or before the first day of each rent payment period, N/A \_\_\_\_\_ plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to N/A

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d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

#### 4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

b. The Lessee's proposed use of the airspace is as follows: Display Aircraft for public viewing

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c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the airspace

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

☒ Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

☐ Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees) arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

Note: No longer required for local governments.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than N/A (\$ ) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than N/A (\$ ) for property damage or a combined coverage of not less than N/A (\$ ). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department as additional insured under the

policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

#### 7 Termination

a. This Agreement may be terminated by either party without cause upon 24 hours ( 24 hours ) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

#### 8 Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

#### 9 Miscellaneous

a. The airspace and Lessee's rights under this Agreement shall not be transferred, assigned, or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of

Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
District Secretary

Name James T. Barfield, P.E.

Attest: \_\_\_\_\_

Name/Title: Krissy Cook, Administrative Secretary

Legal Review:

\_\_\_\_\_  
District Counsel

Name: Scott Calais, Assistant District Counsel

**LESSEE:**  
**ESCAMBIA COUNTY, FLORIDA by**  
**and through its duly authorized BOARD**  
**OF COUNTY COMMISSIONERS**

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

Date: \_\_\_\_\_

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Aug. 17, 2016

ADDENDUM

This is an Addendum to that certain Lease Agreement between \_\_\_\_\_  
and the State of Florida Department of Transportation dated the \_\_\_\_\_ day of \_\_\_\_\_,  
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof  
pursuant to Paragraph 9 (d) of said Agreement:

**LESSEE:**  
**ESCAMBIA COUNTY, FLORIDA by**  
**and through its duly authorized BOARD**  
**OF COUNTY COMMISSIONERS**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
District Secretary

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Name \_\_\_\_\_

Attest: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

Name/Title: \_\_\_\_\_

Legal Review: \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
District Counsel

BCC Approved: \_\_\_\_\_

Name \_\_\_\_\_

This document approved as to form  
and legal sufficiency.

By: [Signature]  
Title: Art. County Attorney  
Date: Aug. 17, 2016



EXHIBIT "A"

May 10, 1995

This description prepared by,

Eddy Rudd  
Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

Section 48260-2458  
S.R. No. 8 (I-10)  
County: Escambia

**LEGAL DESCRIPTION FOR AIRSPACE AGREEMENT**

A parcel of land situate, lying and being in the East ½ of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, being described as follows: Commence at a 1 inch pipe, marking the northeast corner of said Section 4; thence South 01°06'22" West 2,411.24 feet along the east line of said Section 4, to a point on the centerline of survey of State Road 8 (I-10), Section 48260; thence departing said section line, run North 51°46'50" West 1,278.11 feet along said survey line; thence departing said survey line, run South 38°13'10" West 532.60 feet to the POINT OF BEGINNING; thence South 65°26'41" West 40.30 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 269.00 feet; thence from a tangent bearing of North 30°57'30" West, run northwesterly 18.28 feet along said curve, through a central angle of 03°53'37" to end of curve and beginning of a curve, concave southerly, having a radius of 5.00 feet; thence northwesterly, westerly and southwesterly 7.74 feet along said curve, through a central angle of 88°44'43" to end of curve and beginning of a curve, concave northeasterly, having a radius of 7.00 feet; thence westerly, northerly and northeasterly 22.14 feet along said curve, through a central angle of 181°15'17" to end of curve and beginning of a curve, concave westerly, having a radius of 5.00 feet; thence run northeasterly, northerly and northwesterly 7.85 feet along said curve, through a central angle of 90°00'00" to end of curve; thence North 24°33'19" West 48.00 feet; thence North 65°26'41" East 40.00 feet; thence South 24°33'19" East 48.00 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 5.00 feet; thence from a tangent bearing of South 24°19'33" East, run southeasterly, easterly and northeasterly 7.85 feet along said curve, through a central angle of 90°00'00" to end of curve; thence North 65°26'41" East 8.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 7.00 feet; thence easterly, southerly and southwesterly 21.99 feet along said curve, through a central angle of 180°00'00" to end of curve; thence South 65°26'41" West 7.68 feet to the beginning of

a tangent curve, concave southeasterly, having a radius of 5.00 feet; thence southwesterly, southerly and southeasterly 8.12 feet along said curve, through a central angle of  $93^{\circ}04'15''$  to end of curve and beginning of a curve, concave northeasterly, having a radius of 229.00 feet; thence southeasterly 17.81 feet along said curve, through a central angle of  $04^{\circ}27'24''$  to end of curve and POINT OF BEGINNING;

Containing 4,030 square feet, more or less.

## ADDENDUM TO AIRSPACE AGREEMENT

This is an Addendum to that certain Airspace Agreement between the State of Florida Department of Transportation ("Department") and Escambia County, acting by and through its Board of County Commissioners, ("Lessee"), dated \_\_\_\_ of \_\_\_\_\_, 2016 ("Agreement"). In addition to the provisions contained in the Agreement, the following terms and conditions shall be deemed to part thereof pursuant to Paragraph 9(d) of the Agreement.

Lessee agrees to the following requirements and conditions:

1. All work, labor, materials and equipment shall be subject to inspection by the Milton Operations Engineer ("FDOT Engineer") and shall meet Department standards. The FDOT Engineer shall be notified forty-eight (48) hours prior to beginning any work related to ongoing maintenance of the display by the Lessee and again immediately upon completion of the work. If a road closure is necessary during any maintenance related activities, the FDOT Engineer shall be notified ten (10) working days prior to the proposed closure, said closure to be subject to approval by the Department. Any lane closure restrictions shall comply with the District Lane Closure Process. The contact information for the FDOT Engineer is:  
  
FDOT Milton Operations Center  
6025 Old Bagdad Highway  
Milton, Florida 32583  
(850) 981-3000
2. All Department property shall be restored to its original condition so far as is practical, in keeping with Department specifications, and in a manner satisfactory to the Department.
3. All utilities shall conform to the Department's Utility Accommodations Manual in effect the date this Agreement is executed.
4. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said highway as determined by the District Director of Transportation Operations, any or all of facilities and appurtenances authorized hereunder shall be immediately removed from said highway or reset or relocated thereon as required by the District Director of Transportation Operations and at the expense of the Lessee unless reimbursement is authorized by separate agreement.
5. It is agreed that in the event the relocation of said display is scheduled to be done simultaneously with any Department construction work, the Lessee will coordinate with the Department before proceeding, shall cooperate with the Department's contractor to arrange the sequence of work so as not to unnecessarily delay the work of the Department's contractor, defend any legal claims of the Department's contractor due to delays caused by the Lessee's failure to comply with the approved scheduled, and shall

comply with all provisions of the laws and rules of the Department. The Lessee shall not be responsible for delays beyond its normal control.

6. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the Lessee, and the Lessee will, at all times, assume all risk of and indemnify, defend, and save harmless the State of Florida and the Department from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the Lessee of the aforesaid rights and privileges, including legal actions brought by third parties for any cause as a result of the display being maintained.
7. During maintenance, all safety regulations of the Department shall be observed and the Lessee must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's most current version of Roadway and Traffic Design standards.
8. The Lessee, at the Lessee's sole expense, shall remove the display within twenty-four (24) hours of initial notice to remove, at the discretion of the Department if, during any routine or non-routine inspection, the display is considered to pose an imminent threat to public safety, as determined by the FDOT Engineer.
9. This Agreement shall not be recorded in the public records of any city, county or other governmental entity.
10. Paragraph 9(g) of the Agreement is hereby removed.

**LESSEE:**

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

**DEPARTMENT:**

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
JAMES T. BARFIELD, P.E.  
District Three Secretary

Date: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

Attest: \_\_\_\_\_  
Executive Secretary (Seal)

\_\_\_\_\_  
Deputy Clerk

Department Legal Review:

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Office of the General Counsel

This document approved as to form and legal sufficiency.

By

Title

Date

*[Signature]*  
Asst. County Attorney  
Aug. 17, 2016

## **Deana E. Stallworth**

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**From:** Stephen G. West  
**Sent:** Wednesday, August 17, 2016 11:16 AM  
**To:** Deana E. Stallworth  
**Cc:** Alison A. Rogers; Beth A. Larrieu  
**Subject:** Airspace Agreement

Deana:

I have reviewed and approved as to form and legal sufficiency the Airspace Agreement you forwarded from FDOT. Note, however, that the scope of my review does not include the indemnity provisions found in that document.

I would never recommend that the Board agree to indemnify another party because it would require the County to pay for damages and injuries that the County is not otherwise legally obligated to pay. Some people may mistakenly assume that indemnification requires that the County pay for only the damages and injuries that it causes, but it is more than that. Indemnification would also make the County liable for damages and injuries that are caused by other parties – even if the County did nothing wrong.

For many years there was it was uncertain whether a County could even enter indemnity contracts, but the Florida Supreme Court recently resolved that and found that it was technically legal. Nonetheless, while it may be legal, in my opinion it is reckless for a government entity to agree to indemnify another party. Most people and private entities have ways of insulating themselves from ever having to make good on their promises to indemnify, but counties cannot do this.

My review and approval of the Airspace Agreement is conditioned on you including the following in your recommendation (please include it in the body of the recommendations and the legal considerations/sign-off section):

**WARNING:** The scope of the County Attorney's review and approval does not include the indemnity provisions in this document. The County Attorney advises against agreeing to indemnify another party because it would require the County to pay for damages and injuries that the County is not otherwise legally obligated to pay.

Please also include this email in the supporting documentation for your recommendation.

Note also that I have not reviewed the legal description to the parcel, although this is the same as in the original agreement. If you have any concerns with this, you may want to contact County Surveyor Danny Swain.



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-10829

County Administrator's Report 10. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2016

Issue: Florida Division of Forestry Annual Report

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Florida Forest Service Annual Report as Requested by Adam Parden of the Division of Forestry - Jack R. Brown, County Administrator

That the Board accept for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2015-2016, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

### **BACKGROUND:**

N/A

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

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

N/A

### **IMPLEMENTATION/COORDINATION:**

N/A

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### **Attachments**

Florida Forest Service 2015-2016 Annual Report





# **FLORIDA FOREST SERVICE**



## **ANNUAL REPORT TO THE ESCAMBIA COUNTY BOARD OF COMMISSIONERS**

**FISCAL YEAR 2015-2016**

**Adam Parden, Forest Area Supervisor  
Cathy Hardin, Senior Forester**

**FLORIDA FOREST SERVICE  
ESCAMBIA COUNTY ANNUAL REPORT  
FISCAL YEAR 2015/2016  
(July 1, 2015 through June 30, 2016)**

**SUMMARY**

**Fire Control/Emergency Response**

The Florida Forest Service is an emergency response state agency that provides incident response and assistance to all forms of emergency response incidents, including wildfires, floods, exotic pest eradication, and hurricanes. We have mutual aid agreements with a number of different agencies, including Escambia County Fire Rescue, Navy Fire Rescue, and the City of Pensacola Fire Department. Tactical radio channels are in place with each of our mutual aid partners to provide clear communication on an emergency scene.

The Florida Forest Service currently has two Type 6 fire engines and 3 Tractor/Plow fire units assigned to Escambia County. Those fire units are strategically located throughout the county during periods of high fire danger. This allows us to provide for quick response time to an incident. Air resources, including reconnaissance airplanes and fire helicopters, are also available for our use during most of the year. These resources are located outside the county and must be ordered by Forest Service personnel.

Our fire investigations are handled by the Florida Department of Agriculture and Consumer Services Law Enforcement Department. The fire investigators that work our fires in Escambia County are based out of Pensacola and are readily available for assistance.

For Fiscal year 2015-16, the Florida Forest Service responded to 12 wildfires in Escambia County. As a result, 28 acres were burned. A total of 490 burning authorizations were issued, covering 8,610 acres and 534 piles.

During the year, Forest Service employees presented fire prevention displays and programs to an estimated 16,973 citizens of Escambia County. Eighteen landowners were assisted by establishing pre-suppression firelines and prescribed burning.

Wildland fire training was offered to the local volunteer fire departments. Volunteer fire departments were offered assistance through federal grants.

Florida Forest Service personnel assigned to Escambia County provided wildfire assistance to numerous fires out of district during this past fiscal year; including fires in Florida, Tennessee, Oregon, California, and Washington.

## **FIRE CONTROL PROGRAM**

Wildfire activity this past year was well below average with 12 wildfires burning 28 acres. The reason for the decrease in fires was mainly due to the wet conditions we experienced last winter through this early spring.

To help minimize the fire problem in the county, we continue to maintain an aggressive fire prevention campaign. This basically consists of both an ongoing educational program and an active landowner assistance policy. This year a total of 18 fire prevention programs were presented to over 16,973 people. Some of our education programs consist of teaming with the Escambia County Sheriff's Office in their Summer Youth Camps. We also visited numerous schools throughout the county, including Westgate School, Northview High School, Oak Crest Elementary, Myrtle Grove and Century Head Start, and Molino Park Elementary. We also assisted 18 landowners with either pre-suppression firelines or prescribed burning, protecting a total of 957 acres.

The Florida Forest Service conducted the first ever Molino Forestry Workshop this past fiscal year for county landowners on the importance of forestry and wildland fire. Over 60 landowners attended and it was conducted at the Molino Public Library and Museum.

We continue to work closely with all of the volunteer and paid fire departments. This assistance is in the form of training and funding. This past year, the Florida Forest Service conducted the 2016 Wildland Fire Conference in Munson, offering a wide range of wildland fire training. We also continue to work closely with the Northwest Florida Volunteer Firefighter Weekend in Niceville, where we provide scholarships for area volunteer firefighters to receive additional training. We also participated with the Molino Volunteer Fire Department on their open house event.

The Florida Forest Service continues to offer the Volunteer Fire Assistance Program statewide. The Volunteer Fire Assistance Program provides financial, technical, and other assistance to rural volunteer fire departments in Florida. As stated earlier, the Florida Forest Service also provides scholarships to local volunteer firefighters to receive additional training at the Northwest Florida Volunteer Firefighter Weekend in Niceville. This week long training event is one of the largest of its kind in Florida, offering numerous fire training courses.

The Wildfire Mitigation Program is an ongoing project in the urban/interface areas of the county. We identify areas where there is a threat to property in the event of a wildland fire. An agreement is signed between the landowner and the Florida Forest Service. The Forest Service then chooses to establish permanent firebreaks and/or do a prescribed burn to reduce the fuels and hazards to mitigate the chance of a wildfire. This past year, mitigation was done in the communities of Myrtle Grove, Molino, Pleasant Grove, Cantonment, Beulah, Pine Forest, and Ferry Pass.

Mitigation in these areas helps to protect the following property values.

- Projects have protected more than 151 structures valued at \$41.6 million and 90 acres of timber and wetlands.

Some of our larger ongoing mitigation projects are the University of West Florida, Big Lagoon State Park, Roy Hyatt Environmental Center, Pensacola International Airport, and the Coastal Plains Institute Pitcher Plant Preserve.

We are in the process of adding the new 4-H property in Molino into our program. The Langley Bell 4-H property was in our mitigation program for many years and we will continue that cooperation with the Escambia County Extension Service with the new 4-H property.

This program will continue in the future as new areas will be identified and treated. The work is being done by Forest Service personnel and private contractors under a federal grant, at no cost to any private landowner.

The use of fire as a tool in prescribed burning, disease control, debris burning and other areas is still very popular in the county. The following tables give a breakdown of the different types of burning done in the county and also the types of wildfires in the past year.

# Fires by Causes

Blackwater Forestry Center  
07/01/2015 through 06/30/2016

Escambia

Cause	Fires	Percent	Acres	Percent
Campfire	0	0	0.0	0
Children	1	8.33	0.1	0.35
Debris Burn*	0	0	0.0	0
Debris Burn--Auth--Broadcast/Acreage	1	8.33	8.0	28.27
Debris Burn--Auth--Piles	1	8.33	2.0	7.07
Debris Burn--Auth--Yard Trash	2	16.67	8.0	28.27
Debris Burn--Nonauth--Broadcast/Acreage	0	0	0.0	0
Debris Burn--Nonauth--Piles	2	16.67	5.7	20.14
Debris Burn--Nonauth--Yard Trash	0	0	0.0	0
Equipment use*	0	0	0.0	0
Equipment--Agriculture	0	0	0.0	0
Equipment--Logging	0	0	0.0	0
Equipment--Recreation	0	0	0.0	0
Equipment--Transportation	0	0	0.0	0
Incendiary	1	8.33	0.5	1.77
Lightning	0	0	0.0	0
Miscellaneous --Breakout	0	0	0.0	0
Miscellaneous --Electric Fence	0	0	0.0	0
Miscellaneous --Fireworks	1	8.33	1.0	3.53
Miscellaneous --Power Lines	0	0	0.0	0
Miscellaneous --Structure	0	0	0.0	0
Miscellaneous--Other	1	8.33	1.0	3.53
Railroad	0	0	0.0	0
Smoking	0	0	0.0	0
Unknown	2	16.67	2.0	7.07
Total	12		28.3	

# Burning Authorizations Summary

Blackwater Forestry Center  
7/1/2015 through 6/30/2016

Escambia

<b>Burn Type</b>	<b>Authorized Fires</b>	<b>Authorized Acres</b>	<b>Authorized Piles</b>
Agricultural--Pasture	56	215	62
Agricultural--Range management	6	150	16
Agricultural--Stubble (post harvest)	2	0	2
Agricultural--Sugarcane	0	0	0
Agriculture--Citrus	0	0	0
Land clearing--Non-residential--With ACI	59	0	75
Land clearing--Non-residential--Without ACI	87	0	122
Land clearing--Residential--With ACI	11	0	14
Land clearing--Residential--Without ACI	140	8	240
Silvicultural--Disease control	1	10	0
Silvicultural--Ecological	50	3,032	0
Silvicultural--Hazard removal	60	4,123	1
Silvicultural--Other	0	0	0
Silvicultural--Prior to seed	0	0	0
Silvicultural--Site preparation	17	922	2
Silvicultural--Wildlife	1	150	0
Total	490	8,610	534

**FLORIDA FOREST SERVICE  
ESCAMBIA COUNTY  
COOPERATIVE FORESTRY ASSISTANCE PROGRAM ANNUAL REPORT  
FISCAL YEAR 2015-2016**

**SUMMARY**

In Escambia County, approximately 56% of land is forested (242,804 acres) and about 144,377 acres are owned by individuals and non-industrial corporations. Good forest management improves water quality, retains soil, helps wildlife, and contributes to the local economy by ensuring a continuing supply of raw materials for area mills. The "Summary of Economic Contributions of Forestry and Forest Product Manufacturing Industries in Florida Regions and Counties in 2013", compiled by Dr Alan Hodges at UF Food and Resource Economics Department, found that Escambia County's forestland directly contributes \$408 million to the local economy and provides 636 jobs. Forestry's indirect impacts in the region add an additional \$906 million and 4,200 jobs.

The Cooperative Forestry Assistance program exists to promote sound forest management to ensure the continued environmental and economic viability of Florida's forest resources. County Foresters provide technical assistance to landowners, educate the public, and advise local governments on forestry matters. The Florida Forest Service provides a professional forester, office, vehicle, equipment, and supplies. The annual cost to Escambia County is \$6,000.

In Escambia County, the County Forester provides free consultation and technical services to the public. The forester evaluates timber stands, diagnoses disease and insect problems in timber and urban trees, writes forest management plans, and advises local governments on forestry matters. The forester is available to assist in all parts of the county; however, the majority of the assistance was in the rural parts of the county for the 2015-2016 fiscal year.

The county forester frequently speaks at schools and adult programs. In the 2015-2016 fiscal year, educational programs at schools and other venues directly reached an estimated 361 people.

The county forester also receives training in forest land management and wildland fire control. The forester occasionally assists forest rangers with prescribed burning for private landowners in Escambia County and on state lands. The forester may also assist local forest rangers in doing on-site inspections, answering citizen concerns about smoke, prescribed burning, wildfire mitigation and other issues. The county forester may also assist in emergency response for wildfires, hurricanes, or other disasters.



## **COOPERATIVE FORESTRY ASSISTANCE PROGRAM ACCOMPLISHMENTS, 2015-2016**

### **Technical Assistance to Forest Landowners**

The County Forester is a source of information for landowners wanting to improve the management of their forestlands. The forester frequently receives requests for assistance from landowners with specific concerns, such as insect problems, timber sale advice, and reforestation projects.

In the 2015-2016 fiscal years, the forester handled numerous requests for assistance. Many were requests for information that were completed during an office visit, over the phone, via e-mail, or with a letter and appropriate literature. The forester made 98 landowner assistance visits to rural and urban properties.

<b>TYPE OF ASSISTS</b>	<b>NUMBER OF NEW PLANS</b>	<b>ACRES</b>
<b>Management Plans</b>		
Forest Stewardship Plans	7	1230
General Forest Management Plans	1	14
Cost-Share Plans	18	147
Stewardship Certification	1	287
Tree Farm Certification	2	887
<b>TOTAL</b>	<b>29</b>	<b>2,565</b>
Prescribed Burning Assists	0	0
<b>GRAND TOTAL</b>	<b>29</b>	<b>2,565</b>

## **Forest Stewardship Program**

The Forest Stewardship Program is the premier program to promote exemplary forest management for multiple resources. County foresters collaborate with wildlife biologists from the Florida Fish and Wildlife Conservation Commission and other experts, as needed, to write a comprehensive management plan tailored to achieve the landowner's objectives.

There was 1 Stewardship landowner in Escambia County with 287 acres who was newly certified this past year. There were 7 new Stewardship plans written this past year in Escambia County with a total of 1,230 acres.

## **Federal and Private Cost-Share Programs**

The USDA Farm Service Agency and the Natural Resources Conservation Service administer programs to provide financial assistance to forest landowners and farmers through cost-sharing. Under these programs, landowners and the federal government share the cost of practices to establish tree cover for soil, water, and wildlife conservation. The Conservation Reserve Program (CRP) assists farmers in converting row crops and pasture to forests. The Environmental Quality Incentives Program (EQIP) primarily funds farm pollution control, but can also involve forestry. The Florida Forest Service administers the Southern Pine Beetle Prevention program which provides cost-sharing for timber thinning, prescribed burning, understory establishment or treatment, and longleaf pine seedling planting. The Florida Forest Service also administers the Cogongrass Treatment Cost Share program. The primary objective of this program is to reduce the spread of this invasive grass, which negatively affects tree growth and increases wildfire risk, to new areas by assisting with the control or eradication of existing infestations. Most of these programs have seen reduced enrollment in the last few years as funds have been reduced.

During 2015-2016, 1 Southern Pine Beetle cost share contract, and 7 cogongrass treatment contracts were approved. The County Forester assisted with 4 CRP contracts for landowners who were to receive federal assistance on their property.

## **Southern Pine Beetle**

The Florida Forest Service inspects forests for outbreaks of the southern pine beetle, which has infrequent population spikes that can cause widespread damage to pines. Throughout the fall, winter, and spring, the county forester monitored

bark beetle activity throughout the county. Through June, the southern pine beetle was not active. An aerial SPB flight was conducted over the county with no SPB activity found.

### **Other Landowner Visits**

Other technical assistance includes all other cases where a visit was made by the County Forester without any cost-share or other program. This includes calls for advice on timber sales. The county forester does not act as a landowner's agent in timber sales, but can advise the landowner in how to conduct a sale, provide lists of timber buyers and loggers, and help the landowner locate a private consulting forester.

The forester also makes forest health inspections for landowners in the county. This ranges from possible pine beetle infestation in a large tract of timber to yard tree inspections. During 2015-2016, the forester conducted 57 forest health inspections in Escambia County.

### **Information And Education**

The County Forester participated in 8 adult programs and 12 children's programs between July 2015 and June 2016.

- Actively involved in Northview and Tate High School FFA.
- Pensacola and the unified command of Pensacola Naval Complex continue to receive recognition as Tree City USA through the National Arbor Day Foundation's program.
- Assisted with Regional FFA competition.
- Conducted Arbor Day Tree plantings at NAS Pensacola and Pensacola State College, and Tree Giveaways in 5 locations across the county.
- Participated in 3 children's fire prevention programs
- Conducted landowner workshop "Does Money Grow on My Trees?"
- Assisted with Escambia County Farm Tour
- Campfire Kids summer camp –forestry segment
- Additional programs for private organizations, school groups, and public events



**Richard Winkler Tree Farm & Stewardship Certification**



**Arbor Day at NAS Pensacola**



## FFA Forestry Competition



## Northview FFA Forestry Team



## 2015 Fall Farm Tour –Forestry Stop





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10867**

**County Administrator's Report 10. 8.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Escambia Marine Advisory Committee Appointment

**From:** Wilson Robertson, District 1 Commissioner

**Organization:** Board of County Commissioners

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning an Appointment to the Escambia Marine Advisory Committee - Commissioner Wilson B. Robertson, District 1

That the Board confirm Commissioner Wilson B. Robertson's appointment of Captain Mark F. Moore to the Escambia Marine Advisory Committee (EMAC), to fill a vacant District 1 appointee position, effective September 1, 2016, to run concurrently with Commissioner Robertson's term of office (November 2016) or at his discretion.

### **BACKGROUND:**

The Escambia Marine Advisory Committee is charged to explore research, provide technical expertise, and make recommendations to the Board of County Commissioners regarding the development, administration and preservation of the County's marine resources.

Captain Mark F. Moore's Resume, his letter to Commissioner Robertson, and letters of recommendation are provided for the Board's review.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

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



In accordance with Section I, Part B.1, 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

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**Attachments**

Letter to Comr. Robertson, Captain Moore's Resume, and Letters of Recommendation

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Commissioner Wilson Robertson, District 1  
C/O Escambia County Board of County Commissioners  
221 Palafox Place  
Pensacola, FL 32502  
Re: Marine Advisory Board

Dear Wilson,

I recently became aware of a vacancy on the Marine Advisory Board in District 1. I realize that the position expires November 2016 and I understand that you intend to retire from the Commission at the end of this term.

My interest stems from having retired from my long career as a United States Merchant Marine officer. During that time, I've watched and participated in the growth and demise of several important gulf coast ports. Among those was the Port of Fourchon, Louisiana. I've witnessed both the positive and negative decisions made in other coastal areas. I would like the opportunity to add my two cents to any discussion being had about what might work concerning our local waterways and shoreline. I believe I have something to bring to the table.

I currently still hold my Oceans Master license but have chosen to join my wife as a Coldwell Banker Commercial Realtor. Over the past forty-six years while still a Mariner, I have worked in Commercial real estate whenever Shipping was slow. This is the time in my life to stay at home but not idle. As we both know Pensacola real estate is thriving and the local economy is looking better than ever. I am concerned about how things are developing and would like to give back to this county in some small way.

It would appear that what I have to offer is what I know best. A Marine advisory board would be a good starting point for an old sailor. My family goes back to Galvez. I have always taken a certain pride in that. However, being gone to sea most of my life I have not been able to commit to any organization that requires my presents. That has changed. I'm here to stay and desire to participate in the community.

I have fished these waters all my life. I have also fished several seasons in Alaska. Both my wife and I are certified Suba Divers. I have closely watched the development of the shoreline as well as the building of artificial reefs and the attempts being made to preserve our rich maritime heritage. I am more than willing to contribute the time required to stay abreast of all things concerning this board and its issues.

I thank you in advance for your consideration. Please contact me at any time with questions or to provide you with any other information.

Regards,



Captain Mark F. Moore

Ph.850-982-9870

1205 N. 69TH AVE. PENSACOLA FL 32506-3933  
850-982-9870 • DUICAPT@AOL.COM

# CAPTAIN MARK F. MOORE

## SUMMARY OF QUALIFICATIONS

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6000 Ton Oceans Master Serial # 000181029 8<sup>th</sup> issue (expires 06-OCT-2019)

### ARPA

Radio Permit #MP00004167

GMDSS License

Passport: U.S. # 519712563 Expiration date 05 Oct. 2024

SafeGulf T.R.A.P. Petrochem-Mod4 Offshore PEC ID. 100001262

OMSA #1138

Courses completed: S.M.A.R.T. Leadership Training and Pollution Awareness Training, DOT HAZ-MAT Handling in accordance to FM 181 & HM126, 24 Hour Bridge Resource Management, U.S. Coast Guard Streamline Inspection Process. DuPont course: Managing Safety Techniques that Work for Line Supervisors, with Audit Training, Dynamic Positioning Induction/Basic Course. Have had extensive training in responding to marine emergency. Setting up response teams and team coordination. Marine Survival Training, Helicopter Underwater Egress Training, Security Officer training (DELGCC-573) Basic and Advance Ship Firefighting D2001-3619. Confined Space Entry LAW 29 CFR 1910.146

## WORK OF EXPERIENCE

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1969-1973 OS/AB Seafarers International Union Freighters/Tanker/Sea-Going Tugs-Far East/Africa/South America Routes

1973-1975 Inland Rivers Transportation AB/Mate Sea going Tugs. East Coast/Gulf Coast/Caribbean Routes

1975-1980 Euro Pirates International Master Anchor Handling Vessels. East Coast/Gulf Coast/South America

1980-1986 Ocean Marine Services. Master Anchor Handling Vessels. Argentina/Alaska/West Coast/Gulf Coast

1987-1991 Streamline Marine Consultants/DuhCapt Charters. Self-employed  
Consultant/Master/Commercial Fisherman Southeast Alaska.  
Florida Real Estate License Commercial Realtor Associate at ACR Equities Inc.

1991- 2003 Ensco Marine. Master Anchor/Supply Vessels

2003- 2006 Cal Dive Int'l. Four-Point Anchor Captain

2006- 2010 Tiburon/Ranger Offshore - Four-point Anchor Master

2012- 2013 Gulfmark Int'l, Captain

2013- 2016 Harvey Gulf Int'l, Captain

2016-Present Coldwell Banker Commercial NRT.

## EDUCATION

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High School Graduate Escambia High 1969. Pensacola FL  
Accumulated College hours 60hrs  
Pensacola Jr. College  
Delgado Community College N.O.L.A  
Paige Navigation N.O.L.A  
Dupont Safety Management Training

## PERSONAL

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Date of Birth: 24 April 1951  
Married to Linda C. Moore  
Son, Adrian Cody Moore age 20yrs

### -Activities and Interest-

Sport Diver

Fishing

Metal work and design

Artist

Sailing

Marine Consulting and Design- design and implement maintenance and safety programs for commercial vessels as well as yachts and fishing vessels.

Future plans include attending DOWCAR Environmental Management, Inc's "Coastal Water Oil Spill Response-Operation Level" Course.

### Personal References:

Mr. Harold Eaton – GulfMark - 850-292-3113

Mr. Frank Patti, Jr.- Patti Shipyard-Owner, 850-982-5555

Mr. Mike Kolesar- Quantic Engineering and Logistics -Owner- 850-234-7933

Captain Mike Raffield -Marine Consultant - 850-233-6324

Capt. Melvin Verrett - Epic Divers - 337-258-5028

Mr. George Resmondo 850-456-7966

Mr. Mike Mangrum 850-748-2264

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# **PATTI MARINE**

**ENTERPRISES, INC**

306 South Pinewood Lane, Pensacola, FL 32507  
P: (850) 453-1282 - F: (850) 453-8835 - E: [frankjr@pattibuilt.com](mailto:frankjr@pattibuilt.com)  
[WWW.PATTIMARINE.COM](http://WWW.PATTIMARINE.COM)

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August 5, 2016

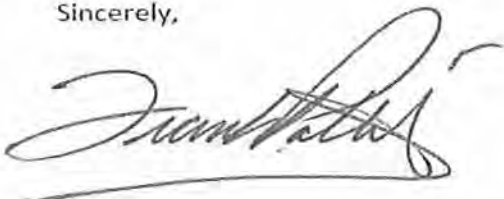
Wilson Robertson, Commissioner District 1  
C/O Escambia County Board of County Commissioners  
221 Palafox Place  
Pensacola, FL 32502

RE: Marine Advisory Board

Dear Wilson,

I would like to recommend Captain Mark F. Moore to fill the vacant position on the Marine Advisory Board. Captain Moore has served as a US Merchant Mariner officer for over 40 years. He is a native of Escambia County and has a broad knowledge of our local waterways and shorelines. His unique understanding of the marine environment in our area would be beneficial to the Board and County. Thank you for your consideration. Please contact me with any questions regarding this recommendation.

Sincerely,





COLDWELL BANKER COMMERCIAL-NRT  
Northwest Florida Region  
4475 Bayou Blvd.  
Pensacola, FL 32503  
850.432.5320 (BUS)  
850.434.6800 (FAX)  
[www.cbcworldwide.com](http://www.cbcworldwide.com)

August 5, 2016

Wilson Robertson, Commissioner District 1  
c/o Escambia County Board of County Commissioners  
221 Palafox Place  
Pensacola, FL 32502

Re: Marine Advisory Board

Dear Wilson,

I am writing this letter to recommend Captain Mark Moore to fill the vacant position on the Marine Advisory Board. Captain Moore is an Escambia County native who has served in the U.S. Merchant Marines since 1969 and currently holds the USCG license of Ocean's Master.

Captain Moore also works locally as a Commercial Associate with our brokerage and has proven himself to be a reliable team member. His hard work and dedication to his business and his profession will benefit him and Escambia County if selected to serve on the Advisory Board.

I appreciate your consideration and welcome any additional questions or inquiries you may have concerning the qualifications of Captain Mark Moore.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mike Mangrum', with a long horizontal line extending to the right.

Mike Mangrum  
Commercial Director, NW FL  
850.748.2264  
[Mike.mangrum@cbunited.com](mailto:Mike.mangrum@cbunited.com)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10741**

**County Administrator's Report 10. 9.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Conveyance of a Utility Easement to Emerald Coast Utilities Authority (ECUA)

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Conveyance of a Utility Easement to Emerald Coast Utilities Authority for Walker Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the conveyance of a utility easement to Emerald Coast Utilities Authority (ECUA):

A. Approve the Utility Easement for pipe installation of a pipe system from the western boundary of Walker Subdivision across the northern boundary of a County-owned parcel and then south to the ECUA lift station; and

B. Authorize the Chairman to sign the necessary documents granting the Utility Easement to ECUA.

[Funding Source: ECUA will be responsible for the recording of all ECUA documents]

### **BACKGROUND:**

The County has a parcel of property located within Walker Subdivision, identified as parcel reference number 12-1S-31-3206-010-003. The parcel was dedicated to the county per the recorded plat of Walker Subdivision as Parcel "D" and is approximately 0.8102 acres.

Due to the proposed future development north and west of Walker Subdivision, and for ECUA to provide an adequate and properly functioning sewer system for the future development, ECUA needs a portion of the said county parcel (5367.17 square feet), to facilitate expanding the existing sewer system.

### **BUDGETARY IMPACT:**



All costs associated with accepting and recording of documents will be borne by ECUA.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Utility 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 of the Escambia County code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval and execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida. County staff will continue to coordinate with ECUA in meeting their requirements for this easement.

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**Attachments**

Utility Easement

Aerial Map

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## **UTILITY EASEMENT**

### **STATE OF FLORIDA COUNTY OF ESCAMBIA**

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration paid to Escambia County, a political subdivision of the State of Florida (whose address is 221 Palafox Place, Pensacola, Florida 32502), hereinafter referred to as Grantor, by Emerald Coast Utilities Authority, a governmental body, corporate and politic, of the State of Florida, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor as owner of that certain real property located in the County of Escambia, Florida (the Property) hereby grants, bargains, sells, transfers, and conveys unto Grantee, it successors and assigns, a perpetual easement with the right to enter upon, occupy and use the following described real property for the purpose of utility lines and facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress. Said parcel of land for the Utility Easement being described in Exhibit "A" which is attached hereto and made a part hereof.

The Grantor and the Grantee intend that the Grantor convey to the Grantee an easement and all the above-mentioned rights and privileges pertaining thereto with respect to a certain utility line or lines and to certain necessary related facilities which have been accepted or which, it is anticipated, will be accepted by the Grantee.

In executing the above easement the Grantor and the Grantee hereby covenant and agree that the above-described property shall not be used for purposes inconsistent with the location, construction, operation and maintenance of utility lines and related facilities. Grantee shall also have the right to cut down, trim, or otherwise maintain any foliage, undergrowth, or trees throughout the easement area and extending to five (5) feet on each side of the above-referenced easement area which may interfere with the Grantees' use of the easement area.

The Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the line or lines and facilities. Easily removable improvements, such as paving may be constructed with prior consent of the Grantee, and the Grantee shall not be liable or obligated for the cost of any repairs or replacement of any improvements which were constructed or erected thereon which may be required as a result of the Grantees' uncovering any of its utility lines or related facilities or exercising any of the other rights granted herein.

Subject to the limitations of Section 768.28, Florida Statutes, (2015) Grantee shall protect, indemnify, defend, and hold harmless Grantor from and against all losses, damages, expenses, and liability arising from any negligence on the part of Grantee or its employees, agents, contractors, and/or invitees associated with the exercise of any rights granted herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

This document was prepared by:  
Larry Goodwin, Right-of-Way Agent  
Emerald Coast Utilities Authority  
9255 Sturdevant Street  
Pensacola, FL 32514-0311

This document approved as to form  
and legal sufficiency.

By

Title

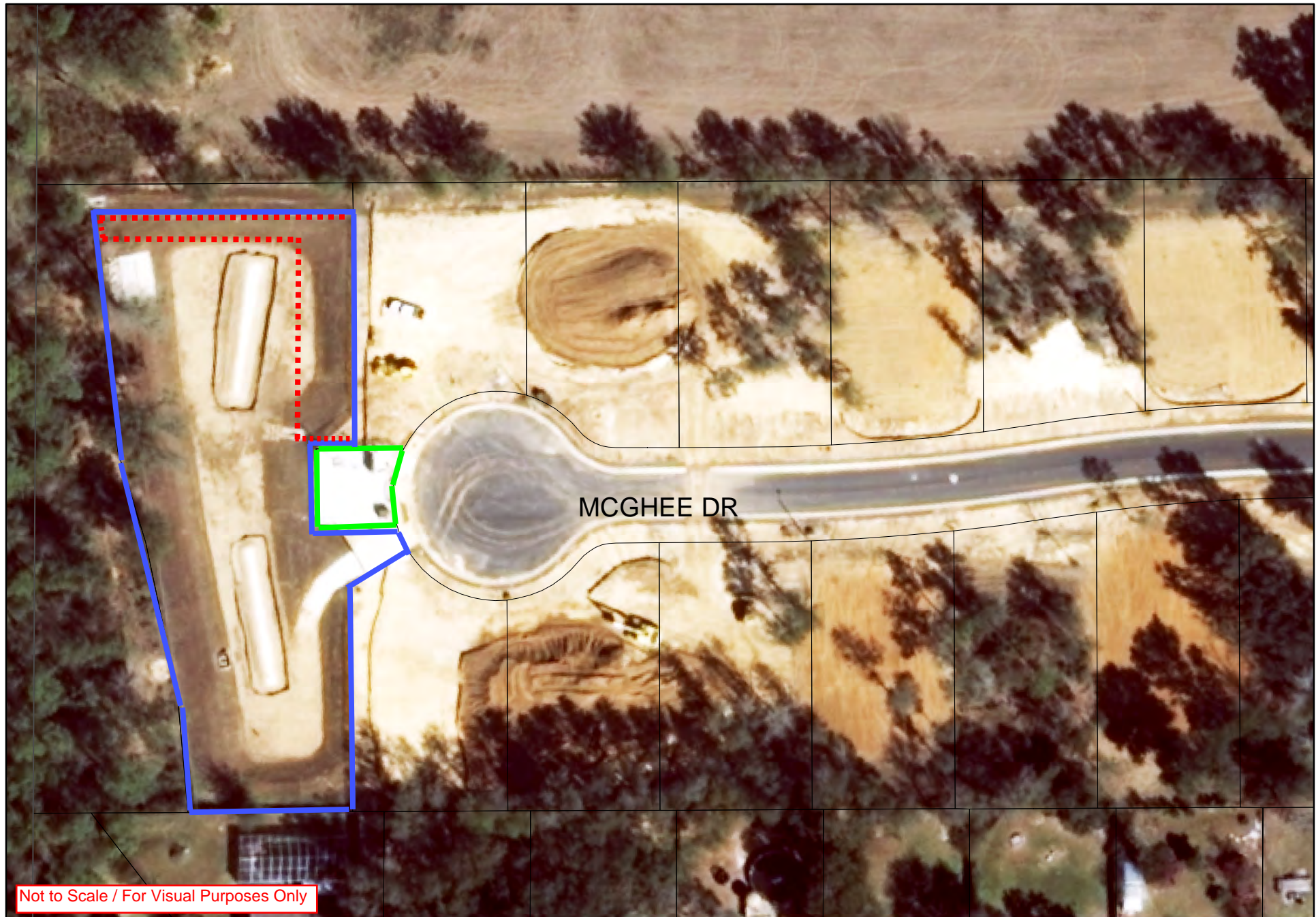
Date

[Signature]  
Escambia County Attorney  
Aug. 11, 2016





Request for Utility Easement / County Retention Pond Parcel / Walker S/D





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10722**

**County Administrator's Report 10. 10.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Recommendation Concerning Title VI Program for Escambia County Area Transit (ECAT)

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Title VI Program for Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Title VI Program for Escambia County Area Transit (ECAT):

A. Adopt the ECAT Title VI Program; and

B. Approve and authorize the Chairman to sign the Title VI/Nondiscrimination Policy Statement and Management Commitment to the Title VI Program.

During the Florida Department of Transportation (FDOT) Triennial Audit conducted in April 2016, it was determined that the Title VI Program; pursuant to Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the FTA's Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," needed to be updated.

This update to the program specifically updates the Headway times, and non-elected committee member positions for the Escambia County Mass Transit Advisory Committee (MTAC). During this process it was also determined that the Federal Transit Association (FTA) required a major update to be submitted by October 1, 2016. This updated Title VI Program addresses the components that required updating and the major update. ECAT staff also used this as an opportunity to update the Language Assistance Plan (LAP) and the Public Participation Plan (PPP), which are incorporated as part of this Title VI Program.

### **BACKGROUND:**

During the FDOT Triennial Audit conducted in April 2016, it was determined that the Title VI Plan pursuant to Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the FTA's Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," needed to be updated.

This update to the program specifically updates the Headway times, and non-elected committee member positions for the Escambia County Mass Transit Advisory Committee (MTAC). During this process it was also determined that the Federal Transit Association (FTA) required a major update to be submitted by October 1, 2016. This updated Title VI program addresses the components that required updating and the major update. ECAT staff also used this as an opportunity to update the Language Efficiency Program (LEP) and the Public Participation Plan (PPP) which are incorporated as part of this Title VI Program.

**BUDGETARY IMPACT:**

An updated plan is required in order to receive funding from the Federal Transit Administration, and the Florida Department of Transportation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed the ECAT Title VI program.

**PERSONNEL:**

Additional personnel will not be required by ECAT.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This is based on the Board of County Commissioners' Comprehensive Plan - Mobility Element, February 2015.

**IMPLEMENTATION/COORDINATION:**

ECAT will electronically file all required documents.

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**Attachments**

Assurances

ECAT Title VI

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**Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Program**

Escambia County, Florida (hereinafter referred to as "County" or "Recipient") assures the Florida Department of Transportation (hereinafter referred to as "FDOT") that no person shall, on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and the Florida Civil Rights Act of 1992, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the County.

The County further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer or authorized representative.
2. Issue a policy statement signed by the Chief Executive Officer or authorized Representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in language other than English.
3. Insert the "Nondiscrimination Clauses" provided in this plan into every contract with contractors and subcontractors subject to the Title VI Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against the County.
5. Participate in training offered on the Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
7. Have a process to collect racial and ethnic data on persons impacted by the County's programs or activities.
8. Submit the information required by FTA Circular 4702.1B, Reporting Requirements for Transit Providers, to the primary recipient (refer to Appendix A of this plan).

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the County.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Date: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: Kelvin A. A. A.  
Date: 8/13/16

# Escambia County Area Transit



## Title VI Program

*Date Adopted: Sept 1<sup>st</sup>, 2016*

## Title VI Program Activity Log

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Concerned Person (Signature)	Remarks



## Introduction & Description of Services

Escambia County submits this ECAT Title VI Program in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

Escambia County is a sub-recipient of Federal Transit Administration (FTA) funds and provides service in the Pensacola FL-AL Urbanized Area. A description of the current Escambia County Transit system is included in Appendix B.

### **ECAT Title VI Liaison:**

Colette Wiedeman  
Grant Manager  
850-595-3228  
1515 W Fairfield Drive  
Pensacola, FL 32501

### **ECAT Alternate Title VI Contact:**

Tonya Ellis  
Director of Marketing and Public Relations  
850-595-3228  
1515 W Fairfield Drive  
Pensacola, FL 32501

Escambia County must designate a liaison for the ECAT Title VI issues and complaints within the organization. The liaison is the focal point for Title VI implementation and monitoring of activities receiving federal financial assistance. Key responsibilities of the Title VI Liaison include:

- Maintain knowledge of Title VI requirements
- Attend training on Title VI and other nondiscrimination authorities when offered by the FTA and FDOT or any other regulatory agency.
- Disseminate Title VI information to the public including in the languages other than English, when necessary.
- Develop a process to collect data related to race, gender, and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.

## First Time Applicant Requirements

*FTA Circular 4702.1B, Chapter III, Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another Federal agency.*

Not applicable to Escambia County Area Transit – Not a first time applicant.

## Annual Certifications and Assurances

*FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.*

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances. Primary recipients will collect Title VI assurances from sub-recipients prior to passing through FTA funds.

Escambia County will remain in compliance with this requirement by annual submission of certifications and assurances as required by FDOT and FTA.

### Title VI Program Concurrence and Adoption

The Program was approved and adopted by Escambia Board of County Commissioners, FL, during a meeting held on September 1, 2016. A copy of the meeting minutes and FDOT concurrence letter, and FTA concurrence letter, will be included in Appendix C of this document, after they are received.

## Title VI Notice to the Public

*FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.*

### Notice to Public

Escambia County must notify the public of its rights under Title VI and include the notice and where it is posted in the Title VI Program. The notice must include:

- A statement that the agency operates programs without regard to race, color and national origin
- A description of the procedures members of the public should follow in order to request additional information on the grantee's nondiscrimination obligations
- A description of the procedure members of the public should follow in order to file a discrimination complaint against the grantee

### Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of Escambia County Area Transit's obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of Escambia County Area Transit office(s) including the reception desk and meeting rooms, and on the Escambia County Area Transit's website at [www.goecat.com](http://www.goecat.com). Additionally, Escambia County Area Transit will post the notices on Transit Vehicles, and at the Rosa Parks Center, 1515 W Fairfield Drive, Pensacola FL.



## Title VI Procedures and Compliance

*FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.*

### Complaint Procedure

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by Escambia County Area Transit may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form (refer to Appendix E). Escambia County Area Transit investigates complaints received no more than 180 days after the alleged incident. Escambia County Area Transit will process complaints that are complete.

Once the complaint is received, ECAT will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

Escambia County Area Transit has ninety (90) days to investigate the complaint. If more information is needed to resolve the case, Escambia County Area Transit may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, Escambia County Area Transit can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has seven (7) days to do so from the time he/she receives the closure letter or the LOF. The General Manager of ECAT will review all appeals.

The complaint procedure is made available to the public on Escambia County Area Transit's website ([www.goecat.com](http://www.goecat.com)), and at the ECAT administrative office, 1515 W Fairfield Drive, Pensacola FL.

### Complaint Form

A copy of the complaint form in English is provided in Appendix E and on Escambia County Area Transit's website ([www.goecat.com](http://www.goecat.com)).

## Record Retention and Reporting Policy

FTA requires that all direct and primary recipients document their compliance by submitting a Title VI Plan to their FTA regional civil rights officer once every three (3) years. Escambia County Area Transit will submit Title VI Programs to FDOT for concurrence on an annual basis or any time a major change in the Plan occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

## Sub-recipient Assistance and Monitoring

Escambia County Area Transit does not have any sub-recipients to provide monitoring and assistance. As a sub-recipient to FDOT, Escambia County Area Transit utilizes the sub-recipient assistance and monitoring provided by FDOT, as needed. In the future, if Escambia County Area Transit has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.

## Contractors and Subcontractors

Escambia County Area Transit is responsible for ensuring that contractors are in compliance with Title VI requirements. Contractors may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. Escambia County Area Transit, contractors, and subcontractors may not discriminate in their employment practices in connection with federally assisted projects. Contractors and subcontractors are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

### **Nondiscrimination Clauses**

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

1. *Compliance with Regulations:* The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. *Nondiscrimination:* The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion, or family status.
4. *Information and Reports:* The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. *Sanctions for Noncompliance:* In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Escambia County Area Transit shall impose contract sanctions as appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. *Incorporation of Provisions:* The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Escambia County Area Transit, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

## Disadvantaged Business Enterprise (DBE) Policy

As a part of the Joint Participation Agreement (JPA) with FDOT, Escambia County Area Transit and its contractors and subcontractors agree to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. Escambia County Area Transit and its contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

## E-Verify

As a part of the JPA with FDOT, vendors and contractors of Escambia County Area Transit 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 or contractor while contracted with Escambia County Area Transit. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services pursuant to work for Escambia County Area Transit shall 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 while working for Escambia County Area Transit.

## Title VI Investigations, Complaints, and Lawsuits

*FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.*

In accordance with 49 CFR 21.9(b), Escambia County Area Transit must record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include the date the investigation, lawsuit, or complaint was filed; a summary of the allegations; the status of the investigation, lawsuit, or complaint; and actions taken by Escambia County Area Transit in response; and final findings related to the investigation, lawsuit, or complaint. The records for the previous three (3) years shall be included in the Title VI Plan when it is submitted to the FDOT and FTA

Table 1: Summary of Investigations, Lawsuits, and Complaints

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

Escambia County Area Transit has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years. A summary of any incidents will be recorded in Table 1.

# Public Participation Plan

*FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.*

The Public Participation Plan (PPP) for Escambia County Area Transit was developed to ensure that all members of the public, including minorities, disabled persons, and Limited English Proficient (LEP) populations, are encouraged to participate in the decision making process for Escambia County Area Transit. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about Escambia County Area Transit services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included as Appendix F to this Title VI Plan.

In accordance with the ECAT Public Participation Program in Appendix F, these Title VI Public Involvement Administrative Operating Procedures have been developed to ensure proper public input to the development and implementation of ECAT services.

There are two types of activities for which procedures are established:

1. Activities that require public participation based on Federal and/or State regulations; and
2. Activities that ECAT desires public participation in as part of its overall strategy to provide transportation services.

In executing this policy, ECAT will publish in a newspaper of general circulation, a notice of activities that impact ECAT's riding and non-riding customers. Notice will be published within twenty-one (21) days in advance of the time when the activity is to be implemented.

The notice shall include:

1. The proposed activity (ies);
2. Address and business hours whereby information regarding the activity (ies) is available for public review;
3. Availability of opportunities to verbally comment regarding one or more of the activities during the regularly scheduled Board Meeting and/or any special meeting;
4. A period of time in which the public may comment on the proposed activity (ies);
5. A contact address for the submission of written comments related to the activity (ies); and
6. Contact information to arrange special accommodations.

Where appropriate, ECAT will proactively solicit public participation on one or more than one activity so long as there is at least fourteen (14) days before any one of the activities are to be implemented. Any

public request for a hearing or comment on a particular activity will have no bearing on implementation of any other activity (ies).

## Public Hearing Guidelines:

Public Hearings to solicit public comment will be automatically held under the following circumstances:

1. When required by Federal or State regulations;
2. When service reductions take place such that any of the following conditions are met:
  - a. An entire route or set of routes are eliminated with the exception of planned service development or experimental service in existence for less than 2 years.
  - b. Any service reduction impacting more than 20% of an individual route's total service hours, as determined by the ECAT General Manager in coordination with the Title VI Officer.
  - c. When passenger fares and/or fare media are proposed to be raised beyond current pricing levels. This includes all ECAT services requiring a fare.
3. Once annually to review the Program of Projects.

All public comments, written and oral regarding the Program of Projects, will be presented to the Escambia Board of County Commissioners at a regularly scheduled meeting before final action on the activity (ies) is taken.

Below are specific activities that warrant public involvement for the two types of activities.

### **Fare Increase:**

Fixed route fare increases are increases in the base system, full adult fare. When the full fare is increased, discount fares, fare media, commuter services and paratransit fares may also be increased at the same time. ECAT staff will evaluate information such as revenue forecasts, expected shortfalls and fare studies to determine if a fare increase is warranted. Once the fare increase process is initiated, ECAT shall proceed with public notification of the proposed fare increase, following Title VI requirements.

### **Service Reductions:**

Service Reductions occur when ECAT does the following to an individual route or a set of routes:

1. Reduces service by more than 20% of an individual route's total service hours.
2. Eliminates a route altogether, unless the route is a service development or experimental service or has not been in existence for more than 2 years.

### **Fare Increase & Service Reductions – Required Activities:**

Public participation is required if the fare increase process is initiated or any of the above activities impact more than 20% of an individual route's total service hours as determined by the ECAT General Manager in coordination with the Title VI Officer. When the ECAT General Manager deems that one or both of the criteria have been met, the following activities shall occur:

1. Post fourteen (14) days' notice in the form of press releases, on-board bus cards, and flyers posted on ECAT website, and fixed route and/or paratransit vehicles.
2. Schedule a public hearing(s) with fourteen (14) days' notice with information for public comment.
3. Notice of public hearing in accordance with Public Notices Procedures below.
4. Hold public hearing(s) to gain public input.



**Other Optional Activities Related to Fare Increase or Service Reductions:**

When deemed appropriate and reasonable, the ECAT Staff may also elect to conduct other activities to solicit public comment, including but not limited to:

1. Hold public workshops in communities affected by the fare increase.
2. Make presentations to elected officials and local jurisdictions.
3. Make presentations to business and community groups.
4. Publicize the fare increase through marketing promotions on radio and television stations.

**ECAT Program of Projects (Capital Investments) – Required Activity:**

Capital investment and/or improvement projects shall be programmed in the annual update of the ECAT Transit Development Plan (TDP) and/or budget workshops, the Florida-Alabama Transportation Planning Organization (MPO) and their Transportation Improvement Program (TIP). The MPO provides their own process for early consultation and public participation to citizens, affected public agencies, and representatives of transportation agencies, private providers of transportation, and other interested parties and local jurisdictions concerns.

FL- AL TPO staff presents all key issues to its Technical Advisory Committee, Citizen Advisory Committee, and the Florida-Alabama Transportation Planning Organization, which are comprised of jurisdictional staff, private citizens and elected officials in the urban area. Public hearings are also held on the Long Range Transportation Plan and the Transportation Improvement Program prior to adoption by the MPO. The ECAT's public participation activities will be in coordination with FL-AL TPO's most current Public Involvement Program regarding transit funding and activities.

The ECAT public participation process in the form of public workshop(s) for capital investments/improvements will be as follows:

1. Once annually, ECAT will develop a Program of Projects (POP) proposed to be funded with Federal, State and local funding. The POP are derived from the TDP.
2. ECAT will publish notice of the POP's availability in a newspaper of general circulation. The publication will also solicit public feedback on the POP.
3. The POP will be adopted by the Escambia Board of County Commissioners.
4. The POP shall then be submitted to the Florida Department of Transportation (FDOT) for incorporation into the Work Program and the MPO for incorporation into the TIP.
5. The MPO then completes a public involvement process that includes consulting with technical and citizens committees, holding a public hearing, and final adoption by the MPO Board.

Public comments received on the POP or TIP will be considered by ECAT throughout the adoption process and incorporated into its final programs.

**Public Notice:**

When formal public notice is warranted for public hearings, ECAT shall publish notice within twenty-one (21) days prior to the proposed action(s). Notice shall be published in newspapers of general circulation.

Should the hearing be for the purpose of route reduction, ECAT may opt to assign staff, where deemed appropriate and available, to act as "living alerts" and notify the public of the hearing and to distribute comment cards. This will be considered optional and is not part of the overall policy and procedure. The notice shall include:

1. Purpose of the public hearing.
2. The date, time and location of the public hearing.
3. Address and business hours whereby information regarding the action can be available for public review.
4. Contact address and period of time which written public comments will be received, and;
  - a. Contact telephone number for the public to gain additional information.
  - b. Contact information for persons needing special accommodations.

### **Public Comments:**

It is ECAT desire to solicit public input regarding mobility services, amenities, routing, fare structure, and fare media. In order to maximize the public's opportunity to comment and become part of the official public record, ECAT will implement the following public comment procedure:

1. The public comment period will encompass the date of the initial advertisement and until seven days after the date of the final workshop(s) or hearing(s).
2. Comments will be afforded:
  - a. Via the ECAT website at [www.goECAT.com](http://www.goECAT.com).
  - b. In person at the workshop(s) or hearing(s).
  - c. Via comment cards available at ECAT administrative office, 1515 W Fairfield Drive, Pensacola FL.
  - d. To a Customer Service Representative by calling (850) 595-3228 during regular Customer Service business hours.
  - e. Via regular mail or delivery service.

### **Public Outreach Activities:**

Public outreach is not required but desired by ECAT and may take various forms and be tailored to the specific activity involved. Public outreach activities are designed to increase public awareness of ECAT, determine public attitudes regarding ECAT's progress, and to gain public consensus and support for the importance of public transportation to the quality of life in the region. ECAT will seek to maintain a comprehensive and continuous public participation outreach which is listed in the Public Participation Plan in the Appendix F.

## Language Assistance Plan

*FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).*

Escambia County Area Transit operates a transit system within Pensacola FL-AL Urbanized and Non Urbanized Areas. The Language Assistance Plan (LAP) has been prepared to address Escambia County Area Transit's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In Escambia County Area Transit service area, there are 7,931 residents or 3% who describe themselves as not able to communicate in English very well (Source: US Census). Escambia County Area Transit is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. Escambia County Area Transit has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four factor analysis to develop its LAP. The LAP is included in this Title VI Program as Appendix G.

## Transit Planning and Advisory Bodies

*FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.*

Escambia County transit-related, non-elected committee; Mass Transit Advisory Committee (MTAC) consists of 12 members appointed by the Board of County Commissioners, Pensacola City Council, and the Town of Century.

Body	Caucasian	Latino	African American	Asian American	Native American	Other
<b>Service Area Population</b>	68.4%	5.3%	19%	2.9%	.04%	3.9%
<b>MTAC</b>	58%	0%	42%	0%	0%	0%

Escambia County will make efforts to encourage minority participation on the committee. These efforts are made by distributing information about the participation on the committee at public meetings and throughout the transit system. Escambia County will utilize the minority population demographic map included in Appendix I in order to focus on the areas in which the committee participation information is distributed.

## Title VI Equity Analysis

*FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.*

Title 49 CFR, Appendix C, Section (3)(iv) requires that “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with the regulations, Escambia County Area Transit will ensure the following:

1. Escambia County will complete a Title VI equity analysis for any facility during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. Escambia County Area Transit will engage in outreach to persons potentially impacted by the siting of the facility. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.
2. When evaluating locations of facilities, Escambia County will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.
3. If Escambia County determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, Escambia County may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. Escambia County must demonstrate and document how both tests are met. Escambia County will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

Escambia County has not recently constructed any facilities nor does it currently have any facilities in the planning stage. Therefore, Escambia County and ECAT does not have any Title VI Equity Analysis reports to submit with this Plan. Escambia County will utilize the demographic maps included in Appendix I for future Title VI analysis.

## System-Wide Service Standards and Service Policies

*FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.*

Escambia County Area Transit is the fixed route service provider in Escambia County.

FTA Circular 4702.1B requires that all fixed route service providers prepare and submit system-wide service standards and service policies as a part of their Title VI Plan. These standards and policies must address how service is distributed across the transit system, and must ensure that the manner of the distribution affords users access to these assets.

Escambia County Area Transit has adopted the following system-wide standards and policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. Service policies differ from service standards in that they are not necessarily based on a quantitative threshold.

### Service Standards

FTA requires that all fixed route transit providers develop quantitative standards for all fixed route modes of operation for the following indicators. Escambia County Area Transit has prepared standards for all modes it operates.

**Vehicle Load Factors** – To ensure that most passengers will be provided a seat on ECAT buses for at least a major portion of the trip, loading standards must be established and schedules devised that reflect passenger volumes. This standard is measured as the ratio of passengers on board to the seated bus capacity expressed as a percent. Values of 100 percent or less indicate all riders are provided a seated ride while values of more than 100 percent denote standees. Loading standards indicate the degree of crowding (i.e., standees) which is acceptable, with consideration given to both the type of service and the operating period. Acceptable load factors are as follows:

### Maximum Load Factor (Percent of Seats)

Vehicle Type	Average Passenger Capacities			
	Seated	Standing	Total	Maximum Load Factor
22' Cutaway	22	0	22	100%
40' Low Floor Bus	35	8	43	120%
35' Low Floor Bus	28	8	36	130%

**Vehicle Headways** – In general, frequencies or “headways” (the time between one bus and the next at the same location in the same direction) are established to provide enough vehicles past the maximum load point(s) on a route to accommodate the passenger volume and stay within the recommended load factor standards. If passenger loads are so light that an excessive time is needed between vehicles to meet loading standards, then headways should be set on the basis of policy considerations. Although the maximum headway for ECAT routes are 120 minutes, more than 60% of the routes fall below this maximum threshold. The average headway for ECAT routes is 60 minutes.

### Vehicle Headway (minutes)

MAXIMUM HEADWAYS AND PERIODS OF OPERATION					
<u>WEEKDAY</u>	<u>Peak</u>	<u>Base</u>	<u>Evening</u>	<u>Saturday</u>	<u>Sunday</u>
Local Fixed Routes	120	120	60	120	120
Express Routes	120	120	60	120	120

*\* Peak: 6am – 9 am; Base: 9 am - 3 pm; Evening: after 6 pm*



## On-Time Performance

To ensure that transit riders have confidence that the service will perform reliably in accordance with the public timetables prepared and distributed by ECAT, on-time performance standards have been established.

- A vehicle is considered “on-time” when its departure is from zero to five (5) minutes after the scheduled departure time.
- A vehicle is considered “late” when it departs more than five (5) minutes after the scheduled departure time.
- A vehicle which departs more than one (1) minute before its scheduled departure time is considered to be “early”.

The standard for ECAT schedule adherence for all fixed route categories is established at eighty percent (80%) being on-time.

It is ECAT’s goal to provide on-time performance of 80% or greater. Escambia County Area Transit continuously monitors on-time performance and system results are provided as part of the reports submitted to the Mass Transit Advisory Committee.

## Service Availability

A major influence on the proximity of transit service is the bus stop spacing along bus routes. Bus stop spacing must provide the shortest walking distance to the bus for as many passengers as possible while allowing for an efficient running speed. Therefore, a bus stop spacing standard must consider the density of the service area and the characteristic of the land uses served.

BUS STOP SPACING	
<u>Service Areas</u>	<u>Stop Spacing</u>
Downtown	4 to 6 stops per mile
Urban Areas (outside of downtown)	3 to 5 stops per mile
Rural Areas	At appropriate locations

## Service Policies

FTA requires fixed route transit providers to develop a policy for service indicators. Escambia County Area Transit has prepared the following policies for its transit system.

## Distribution of Transit Amenities

Installation of transit amenities along bus routes are based on the number of passengers boarding at stops and stations along those routes. Bus stop spacing must provide the shortest walking distance to the bus for as many passengers as possible while allowing for an efficient running speed. Therefore, a bus stop spacing standard must consider the density of the service area and the characteristics of the land uses

served. The bus stop spacing standard suggested for the Escambia County Area Transit is summarized above. ECAT also references bus stop spacing and bus stop amenities from the TPO Bus stop amenities checklist.

Reasonable judgment must be utilized in applying the service standards to assess current ECAT service. While the standards are quantitative, they do not represent absolutes that must be met in all cases. Unusual situations may warrant special consideration. The service standards may conflict with one another. Nonetheless, the standards permit the tradeoffs to be delineated and an informed decision made to resolve the differences. The comparison of actual performance with the standards should not be made on a “pass-fail” basis.

### **Vehicle Assignment**

Escambia County Area Transit shall assign fixed route transit vehicles to individual routes based on vehicle mileage and with higher ridership and/or during peak periods. Escambia County Area Transit will insure that the average age of fixed route transit vehicles assigned to revenue service will remain consistent with all service provided. Known fixed route block(s) operating with heavy ridership shall have vehicles assigned with the highest number of seating capacity. Express and limited stop commuter service shall operate with vehicles specifically designed for that type of service, upon equipment availability.

- The Operations Manager shall enter projected vehicle mileage by block(s) for each route designed to operate in revenue service before each new work assignment period is posted.
- The Maintenance Manager shall provide to the Operations Manager, the total vehicle miles accumulated for each vehicle in revenue service before vehicles are assigned during each new work assignment period.
- The Operations Manager shall assign fixed route vehicles to each block assignment insuring mileage consistency throughout the system.
- The Operations Manager shall assign available express, commuter type vehicles to blocks operating this type of revenue service based on availability.
- The Operations Manager or his/her designee shall post the vehicle assignment list in a conspicuous location before each new assignment bid begins.
- The Operations Supervisors shall insure that assigned vehicles shall not be reassigned to any other block(s) between new run assignment postings. The only exception would be for vehicles deemed mechanically unreliable by the Maintenance Manager.

## Appendices

APPENDIX A: FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS

APPENDIX B: CURRENT SYSTEM DESCRIPTION

APPENDIX C: TITLE VI PLAN ADOPTION MEETING MINUTES AND FDOT CONCURRENCE LETTER

APPENDIX D: TITLE VI SAMPLE NOTICE TO PUBLIC

APPENDIX E: TITLE VI COMPLAINT FORM

APPENDIX F: PUBLIC PARTICIPATION PLAN

APPENDIX G: LANGUAGE ASSISTANCE PLAN

APPENDIX H: OPERATING AREA LANGUAGE DATA: ESCAMBIA COUNTY AREA TRANSIT SERVICE AREA

APPENDIX I: DEMOGRAPHIC MAPS

APPENDIX J: FARE INCREASE AND MAJOR SERVICE CHANGE POLICY

## Appendix A

### FTA Circular 4702.1B Reporting Requirements for Transit Providers

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

## General Requirements

*All recipients must submit:*

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

## Requirements of Transit Providers

*All Fixed Route Transit Providers must submit:*

- All requirements set out in Chapter III (General Requirements)
- Service standards
  - Vehicle load for each mode
  - Vehicle headway for each mode
  - On time performance for each mode
  - Service availability for each mode
- Service policies
  - Transit Amenities for each mode
  - Vehicle Assignment for each mode

*Transit Providers that operate 50 or more fixed route vehicles in peak service and are located in an Urbanized Area (UZA) of 200,000 or more people must submit:*

- Demographic and service profile maps and charts
- Demographic ridership and travel patterns, collected by surveys
- Results of their monitoring program and report, including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis
- A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy
- Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis

## Appendix B

### Current System Description



## Current System Description

1. An overview of the organization including its mission, program goals and objectives.

The Escambia County Area Transit (ECAT) provides transit service in the Pensacola, Florida urbanized area including the City of Pensacola and portions of Escambia County.

ECAT Vision

*“Escambia County Area Transit will be the preferred transportation resource for citizens and visitors in Escambia and surrounding counties. The system will provide a cost-effective and exceptional transit choice that enhances mobility, provides community accessibility, encourages economic expansion, and embraces environmental sensitivity.”* (Escambia County 2016 TDP)

ECAT Mission Statement

*“Escambia County shall operate a safe, reliable public transportation system that effectively and efficiently accommodates existing / future mobility needs, stimulates economic development and strengthens communities as identified through on-going outreach to Escambia County’s residents, visitors and businesses.”* (Escambia County 2016 TDP)

Escambia County Area Transit’s current and long-term focus as a transportation provider is on maintaining the best-coordinated transportation system possible for this community. Our goal is to create a coordinated system with the objective of providing safe, reliable, timely and efficient transportation services to county residents.

2. Organizational structure, type of operation, number of employees, service hours, staffing plan and safety and security plan.

The county has retained First Transit, a private company, to manage the ECAT system. The General Manager, Finance and Maintenance Directors are employees of First Transit, while the remaining employees work for ECAT. Our organization is made up of 111 full-time employees, and 13 part-time employees. Our General Manager is responsible for all of the day-to-day operations of our organization and reports directly to our Board of County Commissioners (BCC). Our BCC is committed to this program and has, therefore, incorporated our service within the County’s Public Works Department. Transportation services are provided in accordance with the BCC’s approved Comprehensive Plan, Escambia County Transit Development Plan (2011), Escambia County Transportation Disadvantaged Service Plan (TDSP), ECAT Operations Manual/System Safety/Security Programs and other federal and state requirements. Our agency staffing plan is outlined in our 2011 Escambia County Transit Development Plan (page 201) and 2012 ECAT Operations Handbook (page 34). We will continue to operate at previous year (2011) service hours averaging 84 total fleet service hours per day or approximately 25,200 annual service hours (assuming 300 operating days).

3. Indicate if your agency is a government authority or a private non-profit agency.

Escambia County operates as a government authority. ECAT operates under a contract with the Escambia County Government. The Escambia County Board of Commissioners is the designated recipient and serves as the policy board of ECAT, which is a division of the County’s Transportation Department. First Transit is contracted by Escambia County to operate the ECAT fixed route and ADA complementary paratransit services. Escambia County has a signed agreement with the FL-AL Transportation Planning Organization (TPO), in accordance with Federal Transit and Florida DOT

requirements. Escambia County also operates as the Community Transportation Coordinator (CTC) and they have an executed CTC agreement with the state of Florida dated February 25, 2014.

4. Who is responsible for insurance, training and management, and administration of the agency's transportation programs?

First Transit dba ECAT is responsible for management, insurance, and administration of the transportation program. ECAT's Safety and Security manager is responsible for training. All safety sensitive employees are required to complete FDOT approved safety and security training course as part of their new hire orientation. All new employees are also required to complete 80 hours of on-the-road drivers training, which includes riding with a training driver, behind-the-wheel training, and training on proper use of wheel chair lifts and securement devices. The Safety and Security Manager and the Finance Manager are responsible for annual renewal of all liability insurance for FDOT, FTA and agency owned vehicles, as well as vehicle registration renewal. It is the ECAT General Manager's responsibility to administer all aspects of the transportation program and to control access and usage of all agency vehicles.

5. Who provides vehicle maintenance and record keeping?

Maintenance on all agency vehicles is provided by Mass Transit Contractor – First Transit. The maintenance facility is Blue Seal Certified, and our technicians are ASE certified technicians with experience in working on commercial passenger vehicles like the type our agency uses. All maintenance is performed using the Preventative Maintenance Plan, which conforms to the State Vehicle Maintenance Guidelines set forth in the FDOT Preventative Maintenance Guidelines document. All vehicle files and driver files are kept on-site at our operations base located at 1515 W Fairfield Drive, Pensacola FL, 32501 and vehicle files are maintained by the Maintenance Administrative Assistant, and all driver files are maintained by the Safety and Security Manager; and retained for a minimum of four (4) years.

6. Number of current transportation related employees

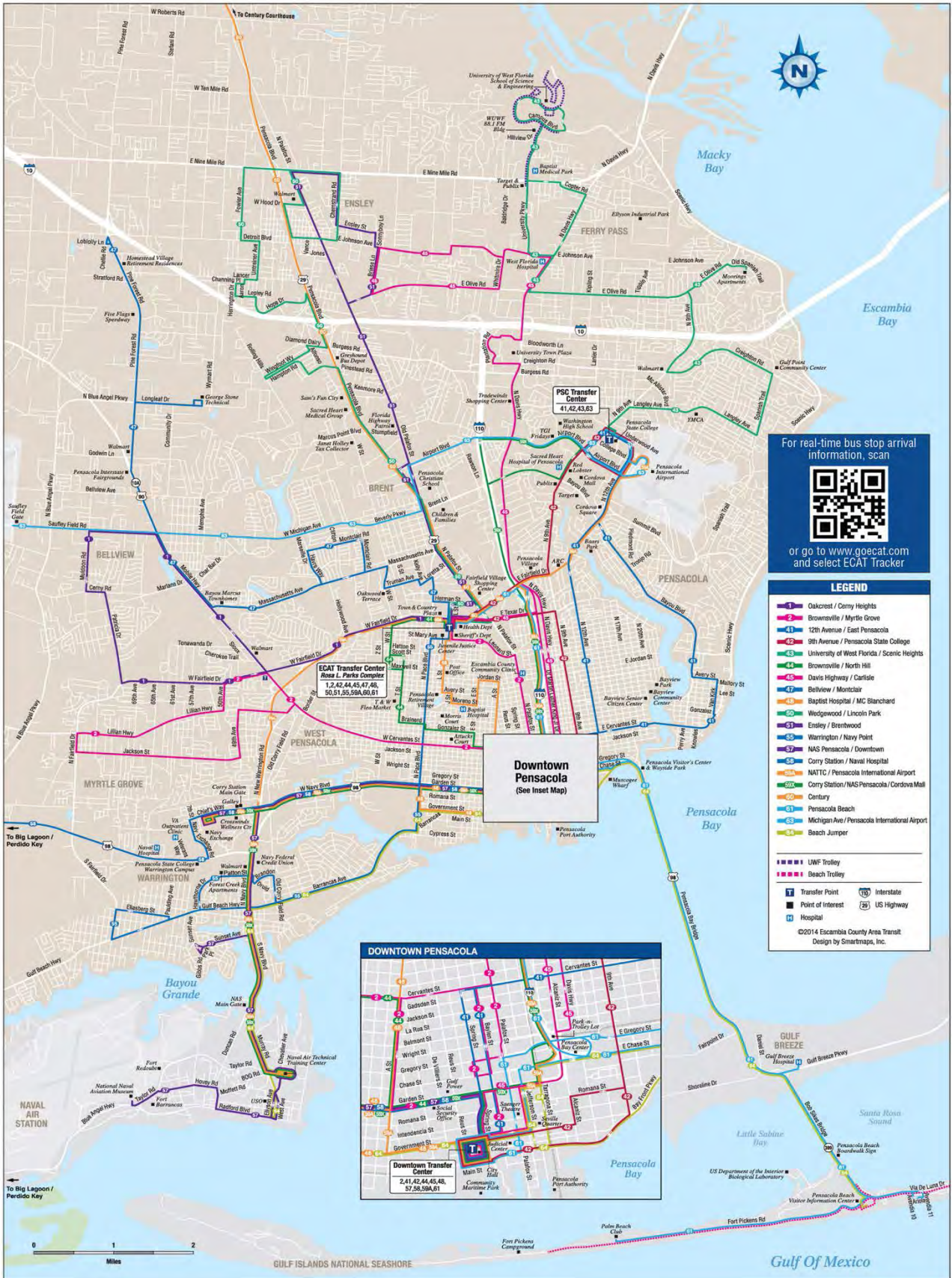
ECAT has a total of 124 employees that include: 66 full-time drivers, 12 part-time drivers, 3 administrators and 28 support staff.

7. Who will drive the vehicle, number of drivers, CDL certifications, etc.?

Only transportation employees that have completed all of the required safety and drivers training requirements will be allowed to drive the agency vehicles. All our bus operators and technicians are required to carry a Commercial Driver's License. This allows coverage of all of the larger vehicles and for the opportunity for the other drivers to fill in on service routes with the larger vehicles.

8. A detailed description of service routes and ridership numbers

Fixed route transportation services provided through our program are available to all members of the public. Our service incorporates regular routes and commuter routes. All of our fixed route vehicles are equipped for wheelchair service. We provide an average of 4,000 passenger trips per day and leverage our fleet resources so that all vehicles are used in a responsible manner to provide full coverage and retire the vehicles at a consistent pace and appropriate age and mileage.





## Appendix C

Title VI Program Adoption Meeting Minutes and FDOT Concurrence Letter

To be inserted after board approval

Appendix D  
Title VI Sample Notice to Public

## Notice to the Public

### Notifying the Public of Rights under Title VI

#### **Escambia County**

- Escambia County Area Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Escambia County Area Transit.
- For more information on Escambia County's civil rights program, and the procedures to file a complaint, contact 850-595-3228; email [cjwiedeman@co.escambia.fl.us](mailto:cjwiedeman@co.escambia.fl.us) ; or visit our administrative office at 1515 W Fairfield Drive, Pensacola FL 32501. For more information, visit [www.goecat.com](http://www.goecat.com) .



Appendix E  
Title VI Complaint Form



## Title VI Complaint Form

<b>Section I:</b>				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
<b>Section II:</b>				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party: _____				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
<b>Section III:</b>				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Age				
<input type="checkbox"/> Disability <input type="checkbox"/> Family or Religious Status <input type="checkbox"/> Other (explain)				
_____				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.				
_____				
_____				
<b>Section IV</b>				

Have you previously filed a Title VI complaint with this agency?	Yes	No
--	-----	----

<b>Section V</b>
<p>Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, check all that apply:</p> <p><input type="checkbox"/> Federal Agency: _____</p> <p><input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____</p> <p><input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____</p>
Please provide information about a contact person at the agency/court where the complaint was filed.
Name: _____
Title: _____
Agency: _____
Address: _____
Telephone: _____
<b>Section VI</b>
Name of agency complaint is against: _____
Contact person: _____
Title: _____
Telephone number: _____

You may attach any written materials or other information that you think is relevant to your complaint.  
Signature and date required below

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please submit this form in person at the address below, or mail this form to:  
Escambia County Area Transit Title VI Liaison  
1515 W Fairfield Drive  
Pensacola, FL 32501

## Appendix F

### Public Participation Plan (PPP)



**ESCAMBIA COUNTY AREA TRANSIT**

**Public Participation Plan**

**2016**

## Introduction

The Public Participation Plan (PPP) for Escambia County Area Transit was developed to ensure that all members of the public, including minorities, disabled citizens, and Limited English Proficient (LEP) populations, are encouraged to participate in the decision making process for Escambia County Area Transit. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about Escambia County Area Transit services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. Escambia County Area Transit also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, and community based organizations, major employers, passengers and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

## Public Participation Goals and Guiding Principals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to: low-income, disabled, minority, and LEP groups; to comment, about Escambia County Area Transit and its operations. The goals for this PPP include:

- **Inclusion and Diversity:** Escambia County Area Transit will proactively reach out and engage low-income, minority, and LEP populations for the Escambia County Area Transit service area so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for Americans with Disabilities Act (ADA) accessibility will be met. Efforts will be made to enhance the accessibility of the public's participation – physically, geographically, temporally, linguistically and culturally.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments to fares or services will be described in language that is clear and easy to understand.
- **Responsive:** Escambia County Area Transit will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible:** The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

## Relevant Regulations and Policies

Escambia County Area Transit's public outreach functions under a wide variety of federal, state, and local requirements.

## Public Participation Approach

Transportation decision making and project development processes are regulated and follow set procedures, including the need to give the public opportunities to participate. This Public Participation Plan describes participation opportunities generally and includes specific protocols and resources that are designed to facilitate diverse and inclusive public outreach and involvement. The plan is a flexible and evolving document. As necessary, Escambia County Area Transit will revise the PPP based on recurring assessments of successes and/or challenges associated with outreach, as well as suggestions made and the results of public engagement processes.

## Public Participation Techniques

Escambia County Area Transit takes pride in its work to maintain a collaborative relationship with the community and its stakeholders. ECAT's public outreach efforts rest on utilizing multiple communication channels to distribute information to, and solicit input from, affected constituencies. ECAT typically communicates with the general public and its customers through one or more of the following methods:

### **ECAT Website:**

ECAT's website, [www.goecat.com](http://www.goecat.com), is a comprehensive resource for people wanting information about ECAT services, programs, projects, and activities. The website offers trip planning which enables a full itinerary for bus routes and schedules in the area. Many community members are not aware of the volume of information available on ECAT's website. Informing community members of what is available on the website is an important element of public outreach. Also public notices of all ECAT's public meetings, public hearings, and public comment periods are posted on this site. Some programs and projects have dedicated web pages on the website that include information about upcoming meetings, fact sheets, and projects and plans. The website also includes access to ECAT's bus tracking application that allows passengers to see where their bus is in real time.

### **Customer Comments:**

There are multiple ways that individuals can provide verbal or written comments about any subject to us. Comment Cards are supplied at the Customer Service Center in the ECAT Rosa Parks Terminal. Information on how to leave comments and feedback are also supplied at each event that ECAT attends. The ECAT website also has multiple mechanisms to receive comments including a variety of comment forms to fill out electronically and the Customer Service phone number where staff will take comments over the phone. That same phone number and/or email address is printed on almost all printed materials, bus stop signs, and the passenger terminal.

### **Press Releases and Media Relations:**

ECAT distributes press releases as appropriate on events and other important information to news and other media. All press releases are posted on [www.goecat.com](http://www.goecat.com). In addition, ECAT's Marketing & Communications Director is available to speak with reporters regarding various topics.



**Printed Materials:**

ECAT produces publications as needed such as the Ride Guide route and schedule book, maps, brochures, rack cards, and posters, and makes them available to anyone. These publications include technical and policy information and often use visualization techniques to enhance understanding of transit planning. Materials are translated into other languages as needed and all printed material is offered free of charge.

**Surveys:**

ECAT may conduct surveys in print, by telephone, and online to collect public opinion on specific topics or issues. Depending on the data being collected, ECAT considers the methodologies that provide statistically valid data when possible. ECAT also considers strategies for letting people know that surveys are available in Spanish and other accessible formats, so as to increase the response rate from low income, disabled, minority, and LEP populations.

**Telephone Information Line:**

ECAT's phone system offers pre-recorded information about changes in bus routes or scheduling due to holidays, inclement weather, construction, etc., as well as customer service and administration office hours.

**On-Board Announcements:**

On board fixed route buses, ECAT broadcasts audio announcements as needed. Topics include items such as upcoming stops, detours, route and schedule changes, and public meeting notices.

**Mailings and Email Lists:**

ECAT periodically provides information about its services through mass mailings (electronically and printed) to targeted households near its routes.

**Social Media:**

ECAT utilizes Facebook, Twitter, and LinkedIn to distribute information and interact with a wider audience on a near weekly basis. ECAT may use other social media mediums as the technology changes.

**Paid Advertisements:**

To promote its services or collect public comments, ECAT may place paid advertisements in local printed or online publications, on the radio, television, or other websites.

**Focus Groups:**

At times, the complexity of a project, controversial issues, or the reality of having multiple large Title VI groups to address may require engaging targeted audiences of stakeholders.

**Mass Transit Advisory Committee:**

The purpose of the Mass Transit Advisory Committee (MTAC) is to bring together several local citizens with a vested interest in the success of ECAT projects. Escambia County Mass Transit

Advisory Committee is to advise the Board of County Commissioners on mass transit issues in Escambia County, to help facilitate a community vision for mass transit in Escambia County and to assist the Board in developing and maintaining effective and efficient mass transit systems in Escambia County. The committee shall consist of thirteen members, with two members

appointed by each commissioner, one member appointed by the county administrator, one member appointed by the mayor of the city of Pensacola and one member appointed by the mayor of the town of Century. Committee members' terms shall run concurrently with the term of the county commissioner or the mayor who appointed them. The committee member appointed by the county administrator shall serve a term of four years.

**Community Outreach Booths:**

Occasionally, ECAT staffs tables or booths at community events and public gathering spaces to raise awareness of our services and/or promote ridership.

**Travel Training and Classroom on Wheels:**

ECAT offers free training to individuals and groups on how to use and access ECAT services. They also provide a service allowing transportation for groups somewhere in the community while simultaneously learning about how to utilize ECAT as a whole.

**Open Houses:**

Open houses are informal settings where people can obtain information about a plan, program, or project. At open houses, people receive information informally from exhibits and staff, and they are encouraged to give opinions, make comments, and state preferences to staff, orally or in writing. Presentations, slide shows, and one-on-one discussions take place continuously throughout open houses. Since there is no fixed agenda, open houses are usually scheduled for substantial portions of a day or evening, so that people can drop in at their convenience and fully participate. The number of locations for open houses depends on the project and audience. Staff makes every effort to be as inclusive as possible and to schedule open houses at convenient locations along bus routes.

**Board Meetings:**

The Board of Escambia County Commissioners generally meets to review the agenda at 9 a.m. and then in regular session to vote on agenda items beginning at 5:30 PM on the first and third Thursday of each month. A public forum is held prior to these meetings at 4:30 PM, where the public is invited to attend and speak on the topic of their choice for three minutes. Discussions take place during the Committee of the Whole meetings at 9:00 AM on the second Thursday of each month. These meetings are open to the public and include an opportunity for the public to comment on any item relating to transit. The Board of Escambia County Commissioners meets at 221 S Palafox St # 400, Pensacola, FL 32502.

**Public Meetings and Workshops:**

All ECAT public meetings, including committee meetings, open houses, and other events are conducted in facilities that are accessible to persons with disabilities and to people who rely on public transit. Public meetings, such as open houses, community outreach events, or hearings may be held at various times and locations throughout the county to allow people with traditional and non-traditional schedules to attend.

## Evaluation and Update of the Public Participation Plan

Escambia County Area Transit's Public Participation Plan is intended to be a living document that will be informed by current and future practices, successes, and lessons learned. ECAT will continue to adapt and modify its public participation practices over time, as needed.

### Examples of Public Involvement and Outreach

Early outreach efforts were implemented starting in January 2016 for the Connections 2016 Transit Development Plan. An introductory presentation was made to the Escambia County and Santa Rosa County Local Coordinating Boards (LCB) on February 23, 2016. Other outreach efforts used during this planning process are as follows:

- **Agency Group Meetings:** During the second phase of public involvement activities, an Agency Discussion Group meeting was held on June 1, 2016. Representatives from Pathways for Change, UWF Center on Aging, Independence for the Blind, Lakeview Center on Aging, and the United Way of Escambia County attended the meeting. In addition, a meeting of the Escambia County Mass Transit Advisory Committee (MTAC) was held on Thursday June 2, 2016. Compiled data, completed tasks, and proposed transit service alternatives was presented to the participants, followed by a discussion on the proposed transit service.
- **Discussion Groups:** A discussion group workshop was held with six long-term users of the ECAT system on February 24, 2016, with participants identified and recruited by the TDP Technical Review Team. After introductions of attendees, a discussion guide was used to obtain input from the participants. Another discussion group workshop consisting of non-riders was held on February 22, 2016. Attendees from the Escambia County MTAC were invited to participate in the discussion. After introductions of attendees, a guide was used to facilitate a discussion on existing and future transit service in Escambia County.
- **Public Workshops:** Two public workshops were held during the 1<sup>st</sup> and 2<sup>nd</sup> phases of the public involvement process. The first event was a public workshop held on February 22, 2016, at the Pensacola State College Warrington Campus, and the second was on February 24, 2016, at the West Florida Public Library. The flyer used to advertise the workshops were provided in English and Spanish. The workshops during the 2<sup>nd</sup> phase of the public involvement process were on May 31, and June 1, 2016, at the West Florida Genealogy Library and West Florida Public Library.
- **Grassroots Efforts:** Project Team members attended "grassroots" community events to reach out and gather input from both riders and non-riders. The following community events were attended by the Project team:
  - Palafox Market - March 12 and March 19, 2016
  - Gallery Night - March 18, 2016
  - Pensacola State College - March 8, 2016

- **Surveys:** A survey aimed at the general public, including persons who currently do not use the ECAT system, was administered via the project website and at public workshops. The survey, administered in both English and Spanish, resulted in 304 surveys completed. The onboard survey was conducted in February 2016. The method used for surveying bus riders was distribution of a self-administered, 22 question survey instrument to all passengers aboard ECAT bus routes. The surveys were distributed on approximately 40% of ECAT bus runs for both weekdays and Saturdays, and distributed over four full weekdays (Tuesday through Friday) and Saturday. Riders on all ECAT routes received identical surveys. The standard survey instrument was translated into Spanish.

Although the example provided demonstrates many of the public outreach efforts that ECAT implements, it is not all inclusive, nor does it encompass every aspect of ECAT public outreach.

## Appendix G

### Language Assistance Plan (LAP)



# **ESCAMBIA COUNTY AREA TRANSIT**

LANGUAGE ASSISTANCE PLAN (LAP)

AUGUST 2016

## Introduction

On August 11, 2000, President William J. Clinton signed an executive order, *Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency*,<sup>i</sup> to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This Executive order stated that individuals who have a limited ability to read, write, and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter.<sup>ii</sup> These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, “LEP”, or Limited English Proficient. The Executive Order states that:

*“Each Federal Agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency’s programs and activities.”*

Not only do all Federal agencies have to develop LEP plans as a condition of receiving Federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the Federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, and use of equipment, donations of surplus property, and other assistance. Recipients of Federal funds range from State and Local agencies, to nonprofits and organizations. Title VI covers a recipient’s entire program or activity. This means all parts of a recipient’s operations are covered, even if only one part of a recipient’s organization receives the Federal assistance. Simply put, any organization that receives Federal financial assistance is required to follow this Executive Order.

Escambia County receives funds from the Federal Transit Administration (FTA) as a direct recipient, and through the Florida Department of Transportation (FDOT) as a sub-recipient.

The US Department of Transportation published *Policy Guidance Concerning Recipients responsibilities to Limited English Proficient Person in the December 14<sup>th</sup>, 2005 Federal Register*.



The guidance implies that Escambia County Area Transit is an organization that must follow this guidance:

This guidance applies to all DOT funding Recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the national highway system, all of the operations of the entire state department of transportation – not just the particular highway program or project – are covered by the DOT guidance.

## Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

### Methodology for Assessing Needs for Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to access language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP community.
4. The resources available to Escambia County Area Transit, and the Overall cost.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which that have contact with a program, activity, or service and the great the importance of that program, activity, or service, the more likely enhance language services will be needed. The intent of DOT's guidance is to suggest a balance ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice’s guidance and requires recipients and sub recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov> .

## The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to Escambia County Transit services and activities that may affect their quality of life. Recommendations are then based on the results of this analysis.

### Factor 1: The Proportions, Numbers and Distribution of LEP persons.

The Census Bureau has a range of four classifications of how well people speak English. The classifications are: ‘very well’, ‘well’, ‘not well’, and ‘not at all’. For our planning purposes we are considering people that speak English less than ‘very well’ as limited English Proficient persons.

Of the 329,059 residents in the Escambia County Area Transit service area 8,798 residents describe themselves as speaking English less than “very well”. People of Spanish descent are the primary LEP persons likely to utilize Escambia County Area Transit services. For the Escambia County Area Transit service area, the American Community Survey of the U.S. Census Bureau shows that among the area’s population 92% speak English “very well”. For groups who speak English “less than very well”, 1% speak Spanish and 1.4% speak Asian and Pacific Island Languages, .3% speak other languages. (Table 1)

(Refer to Appendix A for a complete table listing all the languages spoken at home by the ability to speak English for the population within the Escambia County Area Transit service area).

Table #1		
Language Spoken at Home	# of Individuals	Percentage
Population 5 years and over	329,059	100%
English Only	303,106	92%
Language other than English	25,953	8%
Speak English less than 'very well'	8,798	2.7%
Spanish	3,339	1.0%
Asian and Pacific Island	4,449	1.4%
Other Languages	1,010	0.3%

### Factor 2: Frequency of Contact with LEP Individuals

Escambia County Area Transit has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis of Census data, examining phone inquiries, requests for translated documents, and staff survey. As discussed above, Census data indicates that there is no currently a prominent LEP group. Phone inquiries and staff survey feedback indicated that Escambia County Area Transit dispatchers and drivers interact infrequently with LEP persons. The majority of these interactions have occurred with LEP persons who mainly spoke Spanish. Over the past 3 years, Escambia County Area Transit has had zero requests for translated documents.

### **Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP**

Public transportation and regional transportation planning is vital to many people's lives. According to the Department of Transportation's *Policy Guidance Concerning Recipient's Responsibilities to LEP Persons*, providing public transportation access to LEP persons is crucial. A LEP person's inability to utilize public transportation effectively, may adversely affect his or her ability to access health care, education, or employment.

An on-board passenger survey was conducted to collect data on usage of and access to the Escambia County Transit services. Each respondent was asked how he or she would have made the surveyed trip had Your Community Transit not been available. The most frequent response was "Ride with someone" (31.7%). An additional 19.3% indicated they would not have made the surveyed trip if the service was not available. This data indicates that the Escambia County Transit Service is very important as a primary means of transportation for its customers.

### **Factor 4: The Resources Available to Escambia County Area Transit**

US Department of Transportation Policy Guidance Concerning Recipient Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

*"A recipients level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, "reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits. Recipients should carefully explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns."*

Based on this guidance, we have reviewed our resources and deemed that given the fact that ECAT's service area does not have an LEP population greater than 5% concentration, we will on request translate our vital documents in the language requested, or provide translation verbally to ensure accessibility. Should any of the LEP concentrations increase to or above 5% we will re-evaluate this position.

Although there will not be a fixed amount allocated from our yearly budget for the translation of documents; the cost associated with the necessary translation of documents in order to comply with LEP requirements will be allocated on an as-needed basis.

### **Safe Harbor Stipulation**

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with the obligation to provide written translations in languages other than English. A "safe harbor" means that if a recipient provides written translation in certain circumstances, such action will be strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is a noncompliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a safe harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation or certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "safe harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of a population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "safe harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given that table 1 does not identify a high concentration of LEP individuals in the service area we have deemed that oral translation of vital information will be provided on request. Our ride guide currently has Spanish translation for instructions on how to use the ride guide, and for trip information.

## Providing Notice to LEP Persons

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in Languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage in Languages that an LEP individual would understand when free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices, that persons requiring language assistance or special accommodations will be provided, with reasonable advance notice to Escambia County Area Transit.

## Options and Proposed Actions

### Options

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four factor analysis.

Escambia County Area Transit is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.

Considering the relatively small concentration of LEP individuals in the service care, and ECAT's financial resources, it is necessary to limit language aid to the most basic and cost-effective services. Other than the previously mentioned translation of vital documents, if there is additional language assistance measures required for the LEP individuals, ECAT shall proceed with oral interpretation options to meet all requests for those language groups to ensure equal access while also complying with LEP regulations.

### **What Escambia County Area Transit will do?**

Escambia County Area Transit has undertaken the following actions to improve access to information and services for LEP individuals:

1. Provide bilingual staff at community events, public hearings, and transit committee meetings.
2. Survey transit drivers and other front-line staff annually on their experience concerning any contacts with LEP persons during the previous year.
3. Provide Language Identification Flashcards onboard transit vehicles and in the Escambia County Area Transit offices.
4. Include statements clarifying that being bilingual is preferred on bus driver recruitment flyers and onboard recruitment posters.
5. When an interpreter is needed in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers.

### **Office Encounter**

- Provide an I-Speak language identification card to determine the language spoken of the LEP individual.
- Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter.
- If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

### **Road Encounter**

- Bus Operators through the Operations Supervisors will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to LEP individual to determine language spoken of the individual.
- Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter.
- If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

## Over the Phone

- If someone calls into our office speaking another language every attempt will be made to determine the language spoken by the caller.
- Once the language spoken by the caller has been identified we will proceed with providing the requested assistance to the LEP individual.

## Staff Training

ECAT staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

## LEP Plan Access

A copy of the LEP plan document can be requested at Escambia County Area Transit during normal business hours, and ECAT will make the plan available on the website at [www.goecat.com](http://www.goecat.com). Any person or agency may also request a copy by contacting:

Colette Wiedeman, Grant Manager/ Title VI Coordinator, 1515 W Fairfield Drive, Pensacola FL, 32501, [cjwiedeman@co.escambia.fl.us](mailto:cjwiedeman@co.escambia.fl.us), or Ph 850-595-3228, or fax 850-595-3222.

- 
- i. The executive Order verbatim can be found online at <https://www.gpo.gov/fdsys/pkg/FR-2000-08-16/pdf/00-20938.pdf>
  - ii. Policy Guidance Concerning Recipient Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)
  - iii. Department of Justice Final LEP Guidelines, Federal Register June 18, 2002 (Volume 67, Number 117)

Appendix H  
Operating Area Language Data:  
Escambia County Area Transit Service Area



## Operating Area Language Data Table

<u>Language</u>	<u>Escambia County</u>	<u>Percent of Population</u>
Total	329,059	100%
Speak only English	303,106	92.1%
Spanish or Spanish Creole	11,060	3.4%
Speak English "very well"	7,721	2.3%
Speak English less than "very well"	3,339	1%
French (incl. Patois, Cajun)	1,061	< 1%
Speak English "very well"	902	< 1%
Speak English less than "very well"	159	< 1%
French Creole	1,159	< 1%
Speak English "very well"	445	< 1%
Speak English less than "very well"	714	< 1%
Italian	303	< 1%
Speak English "very well"	203	< 1%
Speak English less than "very well"	100	< 1%
Portuguese or Portuguese Creole	768	< 1%
Speak English "very well"	495	< 1%
Speak English less than "very well"	273	< 1%
German	893	< 1%
Speak English "very well"	740	< 1%
Speak English less than "very well"	153	< 1%
Yiddish	30	< 1%
Speak English "very well"	19	< 1%
Speak English less than "very well"	11	< 1%
Other West Germanic languages	192	< 1%
Speak English "very well"	192	< 1%
Speak English less than "very well"	0	< 1%
Scandinavian languages	309	< 1%
Speak English "very well"	267	< 1%

<u>Language</u>	<u>Escambia County</u>	<u>Percent of Population</u>
Speak English less than “very well”	42	< 1%
Greek	299	< 1%
Speak English “very well”	241	< 1%
Speak English less than “very well”	58	< 1%
Russian	196	< 1%
Speak English “very well”	54	< 1%
Speak English less than “very well”	142	< 1%
Polish	397	< 1%
Speak English “very well”	337	< 1%
Speak English less than “very well”	60	< 1%
Serbo-Croatian	90	< 1%
Speak English “very well”	90	< 1%
Speak English less than “very well”	0	< 1%
Other Slavic Languages	277	< 1%
Speak English “very well”	204	< 1%
Speak English less than “very well”	73	< 1%
Armenian	11	< 1%
Speak English “very well”	0	< 1%
Speak English less than “very well”	11	< 1%
Persian	30	< 1%
Speak English “very well”	30	< 1%
Speak English less than “very well”	0	< 1%
Gujarati	109	< 1%
Speak English “very well”	76	< 1%
Speak English less than “very well”	33	< 1%
Hindi	343	< 1%
Speak English “very well”	258	< 1%
Speak English less than “very well”	85	< 1%

<u>Language</u>	<u>Escambia County</u>	<u>Percent of Population</u>
Urdu	39	< 1%
Speak English “very well”	26	< 1%
Speak English less than “very well”	13	< 1%
Other Indic languages	175	< 1%
Speak English “very well”	120	< 1%
Speak English less than “very well”	55	< 1%
Other Indo-European Languages	43	< 1%
Speak English “very well”	43	< 1%
Speak English less than “very well”	0	< 1%
Chinese	1,617	< 1%
Speak English “very well”	581	< 1%
Speak English less than “very well”	1,036	< 1%
Japanese	382	< 1%
Speak English “very well”	269	< 1%
Speak English less than “very well”	113	< 1%
Korean	566	< 1%
Speak English “very well”	277	< 1%
Speak English less than “very well”	289	< 1%
Mon-Khmer, Cambodian	121	< 1%
Speak English “very well”	11	< 1%
Speak English less than “very well”	110	< 1%
Hmong	0	< 1%
Speak English “very well”	0	< 1%
Speak English less than “very well”	0	< 1%
Thai	65	< 1%
Speak English “very well”	33	< 1%
Speak English less than “very well”	32	< 1%
Laotian	60	< 1%

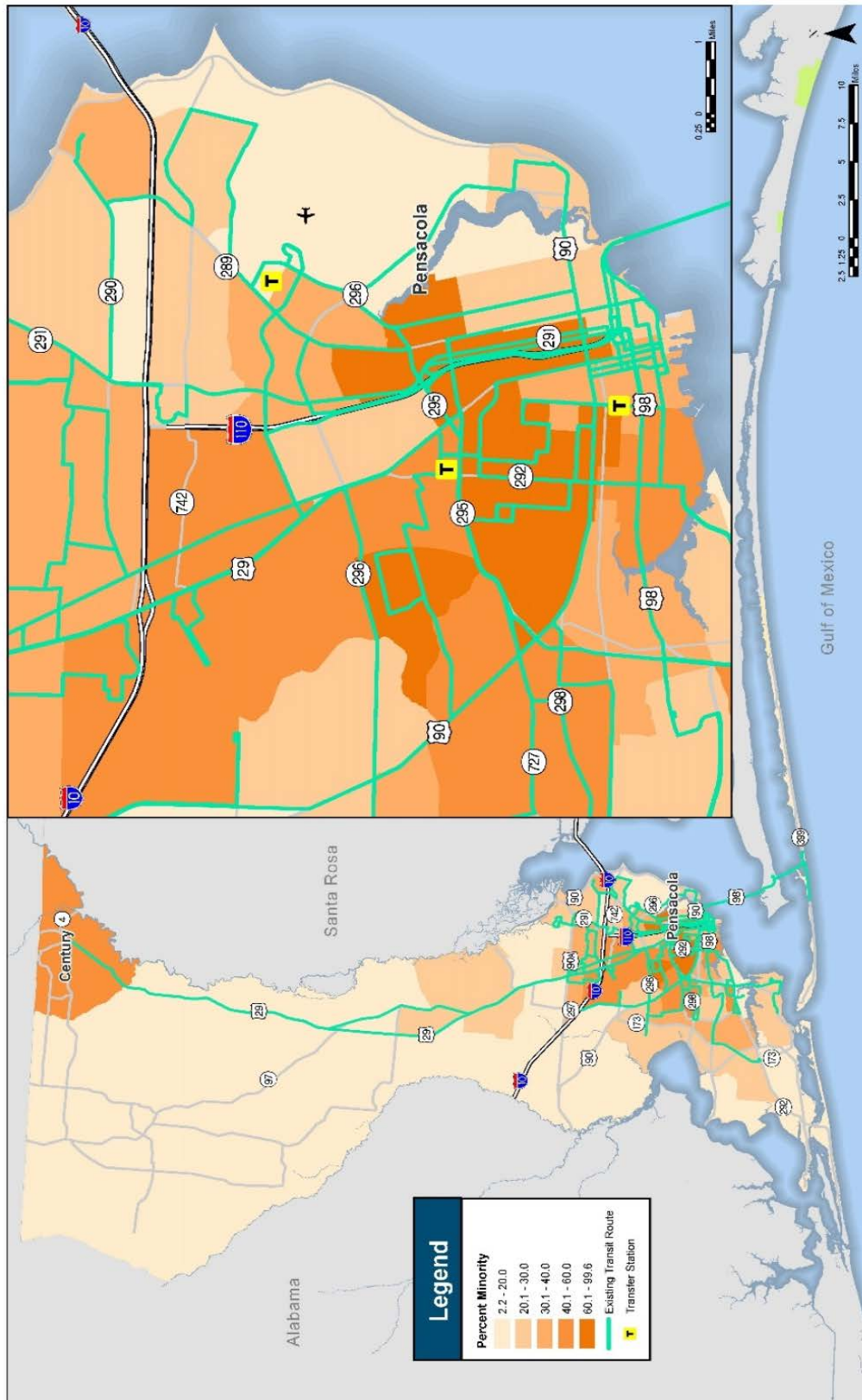
<u>Language</u>	<u>Escambia County</u>	<u>Percent of Population</u>
Speak English “very well”	60	< 1%
Speak English less than “very well”	0	< 1%
Vietnamese	1,662	< 1%
Speak English “very well”	653	< 1%
Speak English less than “very well”	1,009	< 1%
Other Asian languages	44	< 1%
Speak English “very well”	44	< 1%
Speak English less than “very well”	0	< 1%
Tagalog	2,600	< 1%
Speak English “very well”	1,962	< 1%
Speak English less than “very well”	638	< 1%
Other Pacific Island languages	385	< 1%
Speak English “very well”	112	< 1%
Speak English less than “very well”	273	< 1%
Navajo	0	< 1%
Speak English “very well”	0	< 1%
Speak English less than “very well”	0	< 1%
Other Native American languages	53	< 1%
Speak English “very well”	53	< 1%
Speak English less than “very well”	0	< 1%
Hungarian	78	< 1%
Speak English “very well”	54	< 1%
Speak English less than “very well”	24	< 1%
Arabic	157	< 1%
Speak English “very well”	136	< 1%
Speak English less than “very well”	21	< 1%
Hebrew	164	< 1%
Speak English “very well”	150	< 1%

<u>Language</u>	<u>Escambia County</u>	<u>Percent of Population</u>
Speak English less than “very well”	14	< 1%
African languages	190	< 1%
Speak English “very well”	131	< 1%
Speak English less than “very well”	59	< 1%
Other and unspecified languages	25	< 1%
Speak English “very well”	7	< 1%
Speak English less than “very well”	18	< 1%

## Appendix I

### Demographic Maps

# Minority Population Map (Source: Escambia County 2016 TDP - 2010 Census & 2014 American Community Survey)



**Percent Minority 2014**



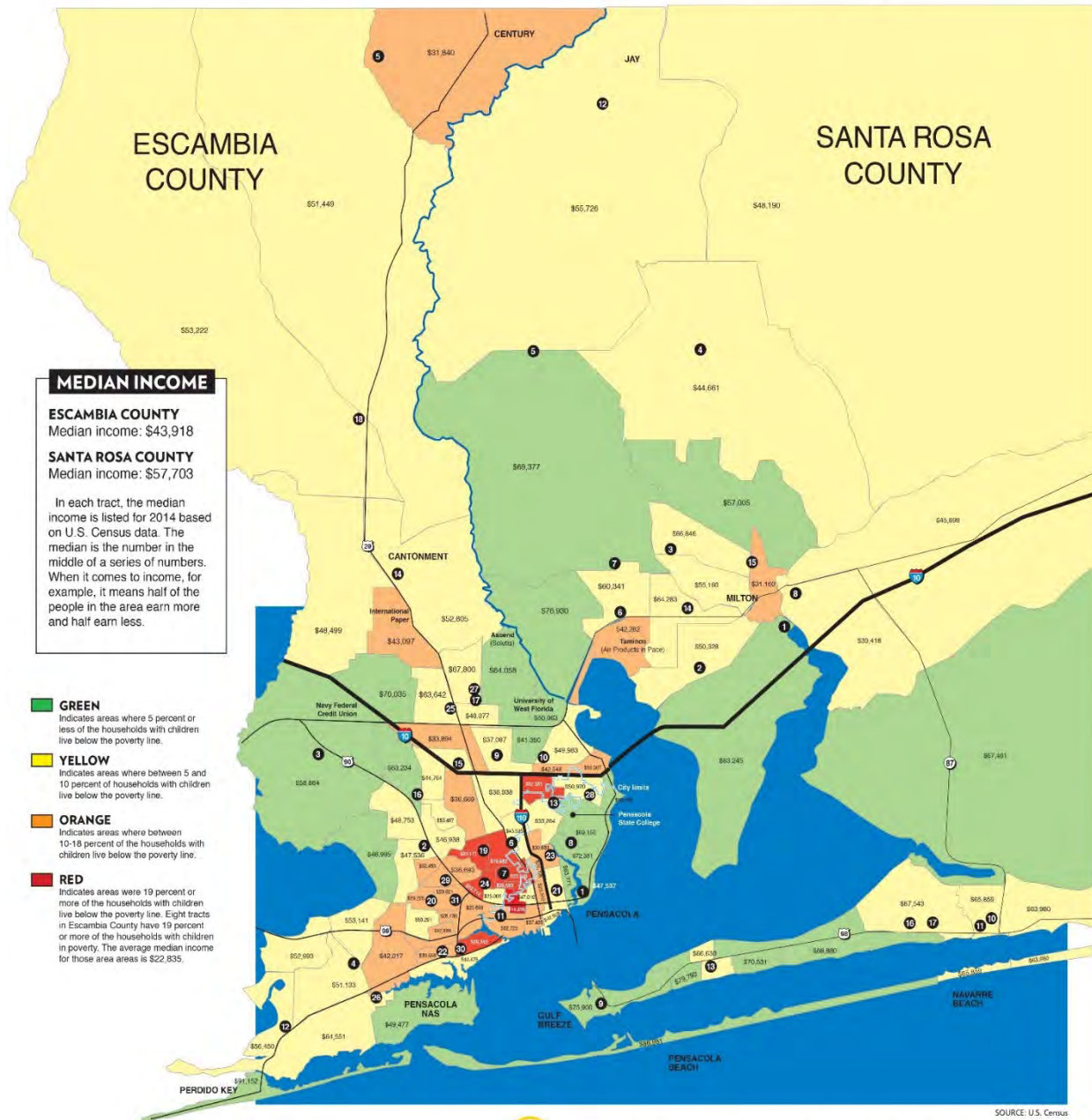
(Source: Escambia County 2016 TDP - 2010 Census & 2014 American Community Survey)



# Poverty Population Map (Source: 2015 American Community Survey- US Census)



## Pockets of Poverty



- ESCAMBIA COUNTY ELEMENTARY SCHOOLS**
- |                             |                             |                               |
|-----------------------------|-----------------------------|-------------------------------|
| 1. A.K. Suter Elementary    | 12. Hellen Caro Elementary  | 23. O.J. Semmes Elementary    |
| 2. Bellview Elementary      | 13. Holm Elementary         | 24. Oakcrest Elementary       |
| 3. Beulah Elementary        | 14. Jim Allen Elementary    | 25. Pine Meadow Elementary    |
| 4. Blue Angels Elementary   | 15. Lincoln Park Elementary | 26. Pleasant Grove Elementary |
| 5. Bratt Elementary         | 16. Longleaf Elementary     | 27. R.C. Lipscomb Elementary  |
| 6. Brentwood Elementary     | 17. McArthur Elementary     | 28. Scenic Heights Elementary |
| 7. C.A. Weis Elementary     | 18. Molino Park Elementary  | 29. Sherwood Elementary       |
| 8. Cordova Park Elementary  | 19. Montclair Elementary    | 30. Warrington Elementary     |
| 9. Ensley Elementary        | 20. Myrtle Grove Elementary | 31. West Pensacola Elementary |
| 10. Ferry Pass Elementary   | 21. N.B. Cook Elementary    |                               |
| 11. Global Learning Academy | 22. Navy Point Elementary   |                               |

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- SANTA ROSA COUNTY ELEMENTARY SCHOOLS**
- |                               |                                 |
|-------------------------------|---------------------------------|
| 1. Bagdad Elementary          | 10. Holley-Navarre Primary      |
| 2. Bennett Russell Elementary | 11. Holley-Navarre Intermediate |
| 3. Berryhill Elementary       | 12. Jay Elementary              |
| 4. Central Elementary         | 13. Ono Beach Elementary        |
| 5. Chumuckla Elementary       | 14. Poa Ridge Elementary        |
| 6. Dixon Primary              | 15. Rhodes Elementary           |
| 7. Dixon Intermediate         | 16. West Navarre Intermediate   |
| 8. East Milton Elementary     | 17. West Navarre Primary        |
| 9. Gulf Breeze Elementary     |                                 |
- RESEARCH:** Shannon Nickerson/shannon@studer.org, Rick Harper/rhaper@studer.org, Phyllis Pooley/pooley@studer.org, Reggie Dogan/dogan@studer.org  
**GRAPHIC DESIGN:** Ron Stallcup / rstallcup@studer.org

## Appendix J

### Fare Increase and Major Service Change Policy





## **ESCAMBIA COUNTY AREA TRANSIT**

### **Policy of Soliciting Public Comment for Fare and Schedule Changes**

When the ECAT proposes to increase fares or make a major service reduction, it will adhere to the following guidelines for soliciting public comment. For purposes of these guidelines a major service reduction will be defined as "a 20% reduction in hours and/ or vehicle miles."

Public comment will consist of:

- ☐ 30 day notice in a newspaper of public record for a public hearing(s) to solicit comment from riders and the general public and otherwise how the public may provide comment to the ECAT.
- ☐ 14 days in advance post notice on ECAT vehicles and on the ECAT website of intent to raise fares or reduce service and where public hearing will take place or how riders input may be made to ECAT.
- ☐ 14 days in advance post notice of public hearing and how riders input may be made to ECAT at the transfer center for buses or online.

#### **Review of Public Comment**

The General Manager will summarize the input from the public hearing record and the input from riders on buses and other sources and provide it to the Escambia County Board of County Commissioner to consider in their deliberations to act on a fare increase or service reduction.

Mike Crittenden  
ECAT General Manager

Date: 10/16/2014



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10770**

**County Administrator's Report 10. 11.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Authorize Declaration of Restrictive Covenant and Provide Ownership and Encumbrance Reports for Perdido Landfill Northeast Sector

**From:** Pat Johnson, Department Director

**Organization:** Waste Services

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Authorizing the Recording of Declaration of Restrictive Covenants and Providing Ownership and Encumbrance Reports for the Perdido Landfill Northeast Sector - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action regarding authorizing the recording of Declaration of Restrictive Covenants and providing Ownership and Encumbrance Reports for the Perdido Landfill Northeast Sector:

A. Authorize the recording of the Declaration of Restrictive Covenants required by the Florida Department of Environmental Protection (FDEP) for the Perdido Landfill Northeast Sector, located at 13009 Beulah Road, Escambia County, Florida; and

B. Provide current Ownership and Encumbrance Reports on the said property to support the Declaration of Restrictive Covenant documents.

The Florida Department of Environmental Protection (FDEP) has requested that the County provide Ownership and Encumbrance Reports for the County-owned property located at 13009 Beulah Road, Escambia County, Florida, as required documentation for Restrictive Covenants which are to be recorded on the property. The Florida Statute Section 125.411 prohibits the County from warranting its own properties of conveyance. The County Attorney's Office has concerns that the updated title constitutes a form of warranty which would violate Florida Statute 125.411.

#### **BACKGROUND:**

Rule 62-701.630 Florida Administrative Code (F.A.C.) permits the use of on-site soils rather than offsite soils as part of the Facility's final cover, as fill, or for other construction purposes when calculating the Facility's closure costs under certain circumstances including, but not limited to, entering into a legal agreement with the Department of Environmental Protection (FDEP) to ensure that the designated on-site soils will be

available and accessible for the benefit of the FDEP, for the proposed closure-related uses. On-site soils are available from property acquired by the Waste Services Enterprise Fund adjacent to the permitted Class-I landfill Perdido site. A Restrictive Covenant will provide for the utilization of on-site soils which will eliminate the need to increase escrow funds concerning Financial Assurance Cost Estimate (FACE) for Section V Landfill expansion per FDEP.

**BUDGETARY IMPACT:**

Funding for the updated title will be paid from Fund 401 Solid Waste, Cost Center 230309.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has been briefed and is aware of FDEP requirements concerning the property and the Declaration of Restrictive Covenants.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board action is required to complete this requirement.

**IMPLEMENTATION/COORDINATION:**

Waste Services staff will coordinate implementation tasks and execute any documents needed to complete the project.

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**Attachments**

FS 125.411

Northeast Sector Aerial

FAC 62-701.630

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# The Florida Senate

## 2014 Florida Statutes

<u>Title XI</u> COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	<u>Chapter 125</u> COUNTY GOVERNMENT  <a href="#">Entire Chapter</a>	<b>SECTION 411</b> <b>Conveyance of land by county.</b>
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### 125.411 Conveyance of land by county.—

(1) Deeds of conveyance of lands, the title to which is held by any county or in the name of its board of county commissioners, may be in substantially the following form:

THIS DEED, made this \_\_\_\_ day of \_\_\_\_, (year), by \_\_\_\_ County, Florida, party of the first part, and \_\_\_\_, party of the second part,

WITNESSETH that the said party of the first part, for and in consideration of the sum of \$ \_\_\_\_ to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in \_\_\_\_ County, Florida:

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: Clerk (or Deputy Clerk of Circuit Court)

\_\_\_\_ County, Florida

By its Board of County Commissioners

By Chair (or Vice Chair)

(2) No such deed of conveyance shall be required to be witnessed or acknowledged, but shall be entitled to record when properly executed.

(3) All deeds of conveyance by any county or by its board of county commissioners shall convey only the interest of the county and such board in the property covered thereby, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

(4) Any conveyance of real property executed by the board of county commissioners of any county after May 5, 1971, and before October 1, 1975, if it would have been valid had this act been in effect at the time such conveyance was executed, and the recording thereof by the clerk of the circuit court are hereby validated, ratified, and confirmed.

**History.**—ss. 1, 2, ch. 75-26; s. 818, ch. 95-147; s. 15, ch. 99-6.

**Note.**—Former s. 125.41.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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August 17, 2016

polylineLayer

Override 1

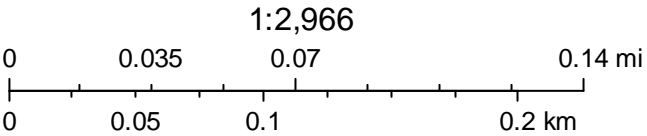
polygonLayer

Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL

- COLLECTOR
- LOCAL ROAD
- Parcels
- County Outline



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community  
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### **62-701.630 Financial Assurance.**

#### **(1) Owner or operator.**

(a) "Owner or operator" means, in addition to the usual meanings of the term, any owner of record of any interest in land whereon a landfill is or has been located and any person or corporation which owns a majority interest in any other corporation which is the owner or operator of a landfill.

(b) The owner or operator identified on financial assurance documentation shall be the same individual, registered business entity (not a fictitious name) or government entity as the permit applicant. If there are multiple permittees, only one need be identified on the financial assurance documentation.

#### **(2) Applicability.**

(a) A government-owned landfill closed on or before October 1, 1988, shall not be required to comply with this section.

(b) As a condition for the issuance of a landfill permit, or permit modification authorizing expansion, the owner or operator shall provide the Department with closure cost estimates for the permitted portions of the landfill as part of the application. Proof of financial assurance issued in favor of the Florida Department of Environmental Protection in the amount of the approved current dollar closing and long-term care cost estimates for each permitted disposal unit as determined pursuant to subsection 62-701.630(3), F.A.C., shall be provided at least 60 days prior to the planned initial receipt of waste at such unit. The owner or operator shall maintain financial assurance through the design period of the landfill and through any corrective action period. The financial mechanism shall either be:

1. If the landfill is owned or operated by a government agency, a landfill management escrow agreement pursuant to subsection (5) of this section or an alternate financial mechanism pursuant to subsection (6); or

2. If the landfill is not owned or operated by a government agency, an alternate financial mechanism pursuant to subsection (6) of this section.

(c) No solid waste shall be stored or disposed of at a solid waste disposal unit until the permittee has received written approval of the financial assurance mechanism from the Department.

(d) Owners or operators of existing Class I landfills receiving waste after October 9, 1993, that are required to undertake a corrective action program in accordance with subsection 62-701.510(6), F.A.C., shall submit proof of financial assurance to the Department no later than 120 days after the corrective action remedy has been selected.

#### **(3) Cost estimates for closure.**

(a) For the purpose of determining the amount of proof of financial assurance that is required for closure by this section, the owner or operator shall estimate the total cost of closure in current dollars for the time period in the landfill operation when the extent and manner of its operation make closing most expensive. The owner or operator shall submit the estimates, together with all necessary justification, to the Department as part of the permit application. Except as allowed in paragraph 62-701.630(3)(d), F.A.C., the costs shall be estimated and certified by a professional engineer for a third party performing the work, on a per unit basis, with the source of estimates indicated.

(b) Closing costs shall be based on the nature and characteristics of the wastes disposed of at the site and shall include estimated costs of cover material, topsoil, seeding, fertilizing, mulching, labor, and any other costs of compliance with Rules 62-701.600-.610, F.A.C.

(c) Long-term care costs shall include land surface care; gas monitoring; leachate pumping, transportation, management and treatment; water quality monitoring, collection and analysis; and any other costs of compliance with Rule 62-701.620, F.A.C. The annual cost of long-term care shall be estimated, listed separately, and multiplied by the number of years required in the long-term care period.

(d) The owner or operator of a landfill may use on-site soils, rather than off-site soils, as part of the facility's final cover, as fill, or for other closure construction purposes, when calculating the facility's closure costs provided that:

1. A professional engineer certifies the designated on-site soils are of a sufficient quantity and have been determined to have suitable properties for their proposed use;

2. The owner or operator, and real property owner where different, shall enter into a covenant, easement, trust, or other legal agreement with the Department, in any combination thereof that may be needed and which shall be recorded and run with the land, to ensure that the designated on-site soils will be available and accessible for the benefit of the Department for the proposed closure related uses; and,

3. The facility's permit is modified to include the requirements of this subsection.

(e) Cost estimates required in this section shall be prepared and submitted on Form 62-701.900(28), Closure Cost Estimating Form for Solid Waste Facilities, effective date January 6, 2010, hereby adopted and incorporated by reference. Copies of this form are available from a local District Office or by writing to the Department of Environmental Protection, Solid Waste Section, MS #4565, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

(f) The owner or operator shall keep the latest closure cost estimate at the facility. When this estimate has been adjusted in accordance with paragraph (4)(a) of this section, the latest adjusted closure cost estimate shall also be kept at the facility.

(4) Cost adjustments for closure.

(a) Every owner or operator of a landfill shall annually adjust the closure cost estimate for inflation and submit updated information to the Department. Closing and long-term care costs shall be listed separately. For owners or operators using an alternate financial mechanism, this statement shall be submitted between January 1 and March 1 of each year. For owners or operators using an escrow account, this statement shall be submitted between July 1 and September 1 of each year. This paragraph does not prohibit an owner or operator from submitting other information updating the closure cost estimate at other times of the year. Such adjustments shall be made either by:

1. Recalculating the total cost of closure or long-term care, in current dollars, as specified in subsection (3) of this section; or
2. Using an inflation factor derived from the most recent Implicit Price Deflator for Gross National Product published by the U.S. Department of Commerce in its Survey of Current Business as specified in sub-subparagraphs (4)(a)2.a. and b. of this section. The inflation factor is the result of dividing the latest published annual Deflator by the Deflator for the previous year.

- a. The first adjustment is made by multiplying the closure or long-term care cost estimate by the inflation factor. The result is the adjusted closure or long-term care cost estimate.

- b. Subsequent adjustments are made by multiplying the latest adjusted closure or long-term care cost estimate by the latest inflation factor.

(b) At the time of permit renewal, or every fifth year when a permit is issued with a duration greater than 5 years, the owner or operator shall revise the cost estimate. Revisions shall be made by recalculating the total cost of closure or long-term care, in current dollars, as specified in subsection (3) of this section.

(c) In addition to the requirements of paragraphs (a) and (b) of this subsection, the owner or operator shall revise the closure cost estimate by recalculating the total cost of closure or long-term care, in current dollars, as specified in subsection (3) of this section, in the following situations:

1. Prior to any changes to the closing or long-term care plan;
2. Within 30 days of discovery that any of the anticipated costs that formed the basis of the current approved closure cost estimate have changed significantly; or
3. Within 30 days of issuance of an order by the Department finding that the facility has exceeded any of its permitted dimensions.

(d) If the value of the alternative funding mechanism is less than the total amount of the current closure cost estimate, the owner or operator shall revise the funding mechanisms to reflect the new estimate within the time frames outlined in 40 CFR Part 264, subpart H.

(5) Landfill management escrow account.

(a) The owner or operator of a landfill that is owned or operated by a government agency shall establish a fee, or a surcharge on existing fees, or other appropriate revenue-producing mechanism, to ensure the availability of financial resources for the proper closing and long-term care of the landfill.

(b) The revenue-producing mechanism shall produce revenue at a rate sufficient to generate funds to meet state landfill closure requirements.

(c) The revenue shall be deposited in an interest-bearing escrow account with a financial institution such as a bank or trust whose operations are regulated and examined by a federal or state agency, or deposited in a Department-approved investment pool, created by the State of Florida or local governments that has as its primary objective liquidity and preservation of principle. The owner or operator shall file with the Department a signed duplicate original of the escrow agreement and an annual audit of the account. The audit shall be conducted by an independent Certified Public Accountant and shall be filed no later than March 31 of the following year. The audit shall identify where funds are on deposit, give the landfill management escrow account balance as of the end of the fiscal year and itemize, by facility, amounts restricted for closing and long-term care. The audit shall reference subsection 62-701.630(5), F.A.C., and the escrow agreement, and shall also include a list by date of all deposits and withdrawals made.

(d) Payments into the landfill management escrow account shall be made by the owner or operator at least annually.

1. The first payment must be made before the end of the first fiscal year after the initial receipt of solid waste into the landfill. A notice of such payment shall be submitted to the Department. Subsequent payments must be made over the term of the active life of the landfill. The calculations for such annual payment shall be determined using one of the following methods:

a. "Pay-in" method:  $\text{payment} = (\text{CE} - \text{CV})/\text{Y}$ , where CE is the current dollar closing cost estimate at the beginning of the fiscal year (or later, if submitted pursuant to paragraph (4)(c) of this section), CV is the current value of the escrow account at the beginning of the fiscal year, and Y is the number of remaining years in the design life of the landfill at the beginning of the fiscal year; or

b. "Balance" method: the minimum fiscal year end account balance =  $[\text{CE} \times (\text{DE}/\text{DL})] - \text{E}$ , where CE is the approved current dollar closing cost estimate (by solid waste disposal unit or group of units) at the beginning of the fiscal year (or later, if submitted pursuant to paragraph (4)(c) of this section); DE, the design life exhausted (by solid waste disposal unit or group of units), is the period of time between the initial receipt of waste and the current fiscal year end (i.e., the year audited); DL, the design life (by solid waste disposal unit or group of units), is the period of time between initial receipt of waste and planned end of receipt of waste and must be reassessed annually in the Closure Cost Estimating Form when an escrow account or trust fund pay-in period is used; and E, all documented closing expenditures to date (by solid waste disposal unit or group of units), are expenses identified by the fiscal year end audit(s) as being incurred closing or maintaining the landfill identified in the closure plan. The choice of use of this formula requires the continued use throughout the remaining design life of the landfill or phase. In the event the fiscal year end audited account balance exceeds the minimum required balance, the owner or operator may remove the excess funds.

2. For government-owned landfills, the owner or operator shall deposit into the escrow account, at the time of closing and each year thereafter, sufficient funds to cover the following year's long-term care costs. In addition, the owner or operator must document specifically how it intends to finance the long-term care of the landfill as part of its closure plan.

3. For landfills not owned by a governmental agency, the long-term care costs shall be included in the closing cost estimates as specified in subparagraph 1. above; long-term care costs must be fully funded when the landfill closes.

4. The owner or operator may accelerate payments into the landfill management escrow account or may deposit the full amount of the current closure cost estimate at the time that the account is established.

(e) The owner or operator may make expenditures from the account and its accumulated interest only for the purpose of landfill closing and long-term care and, if such expenditures do not deplete the fund to the detriment of eventual closing and long-term care, for planning and construction of resource recovery or landfill facilities. If the owner or operator does not operate a landfill, any funds remaining in the account after paying for proper and complete closing and long-term care, as determined by the Department, shall be deposited by the owner or operator into the general fund of the local government of jurisdiction.

(f) The revenue generated under this subsection and any accumulated interest thereon may be applied to the payment of, or pledged as security for, the payment of revenue bonds issued in whole or in part for the purpose of complying with state landfill closing and long-term care requirements. Such application or pledge may be made directly in the proceedings authorizing such bonds or in an agreement with an insurer of bonds to assure such insurer of additional security therefore.

(g) The owner or operator of any landfill that had established an escrow account prior to January 1, 2007, may continue to use that escrow account to provide financial assurance for closure of that landfill, even if that landfill is not owned or operated by a government agency.

(6) Alternate proof of financial assurance.

(a) The appropriate parts of Form 62-701.900(5), Financial Mechanisms for Solid Waste Management Facilities Requiring Closure and/or Corrective Action,

Solid Waste Facility Irrevocable Letter of Credit, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05021>,

Solid Waste Facility Financial Guarantee Bond, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05022>,

Solid Waste Facility Performance Bond, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05023>,

Solid Waste Facility Insurance Certificate, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05024>,

Solid Waste Facility Financial Test, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05025>,

Solid Waste Facility Corporate Guarantee, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05026>,

Solid Waste Facility Trust Fund Agreement, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05027>,

Solid Waste Facility Standby Trust Fund Agreement, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05028>, effective date February 15, 2015, hereby adopted and incorporated by reference, shall be used, and originally signed duplicates submitted, when

demonstrating proof of financial assurance under this section. Copies of this form are available from a local District Office or by writing to the Department of Environmental Protection, Solid Waste Section, MS #4565, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, or at [http://www.dep.state.fl.us/waste/quick\\_topics/forms/pages/62-701.htm](http://www.dep.state.fl.us/waste/quick_topics/forms/pages/62-701.htm). Proof of financial assurance under this subsection shall include surety bonds, certificates of deposit, securities, letters of credit, trust fund agreements, closure insurance (excluding independent procurement), or financial tests and corporate guarantees, showing that the owner or operator has sufficient financial resources to cover, at a minimum, the costs of complying with all state landfill closing and long-term care requirements, and, if applicable, costs for corrective action. If such proof of financial assurance is surety bonds, letters of credit, trust fund agreements, closure insurance or financial tests and corporate guarantees, such proof shall be submitted on forms provided by the Department in accordance with the requirements of paragraphs (b) through (d) of this subsection. If proof of financial assurance is securities or certificates of deposit, these instruments must be used in conjunction with a trust fund and shall be submitted directly to the trustee. The owner or operator shall estimate such costs pursuant to subsections (3) and (4) of this section. The financial institutions must include their legal entity name (not just trademark or fictitious names) on financial assurance forms.

(b) 40 CFR Part 264 subpart H which contains EPA's rules on financial requirements for owners and operators of hazardous waste facilities are hereby adopted as financial requirements for purposes of this section incorporated by reference as those rules appear in 40 CFR Part 264, revised as of July 1, 2013, except:

1. The following sections of 40 CFR Part 264, subpart H are specifically not adopted as part of this rule:
  - a. 264.140(a); 264.140(b); 264.140(d); 264.141(a); 264.141(e); 264.142(b); 264.142(c); 264.143(b)(3)(ii)(C); 264.143(c)(3)(ii)(C); 264.143(d)(3)(ii)(C); 264.143(f)(1); 264.144(b); 264.144(c); 264.145(b)(3)(ii)(C); 264.145(c)(3)(ii)(C); 264.145(d)(3)(ii)(C); 264.145(f)(1); 264.147; 264.149; 264.150; and 264.151.
  - b. All references to 40 CFR Part 265.
  - c. All references to sections or subparts of 40 CFR Part 264 not contained in subpart H.
  - d. All references to EPA Regions.
  - e. All references to RCRA.
  - f. 264.140(c) when referring to landfills owned or operated by a government agency.
2. References to 40 CFR 264.143(f)(1) and 264.145(f)(1) shall mean paragraph 62-701.630(6)(c), F.A.C. References in 40 CFR Part 264, subpart H to the United States Environmental Protection Agency (EPA) shall mean the State of Florida Department of Environmental Protection (DEP); to Regional Administrator shall mean the Secretary of the Department or the Secretary's written designee; to RCRA permits shall mean solid waste management permits; to Post-Closure shall mean Long-Term or Long-Term Care, as applicable; to EPA identification number shall mean the Department identification number; to hazardous waste shall mean solid waste; to hazardous waste treatment, storage or disposal facilities shall mean landfills; to Section 3008 of RCRA shall mean FDEP Agency Action; to Circular 570 of the U.S. Department of the Treasury shall mean Circular 570 of the U.S. Department of the Treasury and licensed to do business in the State of Florida; to must also establish shall mean must also establish and maintain; to both closure and post-closure shall mean closing, long-term care and corrective action, or any combination thereof; and to one or more states shall mean in the State of Florida.
3. Financial assurance, when reimbursed, will go towards covering all or any part of the costs for a facility's "Required Action" (closing, long-term care, and/or corrective action) as identified on the first page of the trust fund or insurance certificate regardless of actual cost estimate calculations.
4. When the Department directs financial institutions to make a payment or reimbursement, the payment or reimbursement shall be sent within 30 days of receipt of the Department's direction, unless communication from the Department authorizes a delay.
5. The trust fund pay-in period shall not exceed 5 years. Schedule A of the trust agreement must be updated only during the pay-in period.
6. When Corrective Action is selected on any part of Form 62-701.900(5), 40 CFR 264.145 references to post-closure shall mean corrective action, as applicable.
  - (c) An owner or operator may satisfy the requirements of this subsection by passing a financial test using Form 62-701.900(5)(e). The financial test shall cover the latest approved estimate or any subsequent estimate that is higher. To pass this test the owner or operator must meet the criteria of either subparagraph 1. or 2. as follows:
    1. The owner or operator must have:
      - a. One of the two following ratios: A ratio of less than 1.5 comparing total liabilities to net worth; or a ratio of greater than 0.10 comparing the sum of net income plus depreciation, depletion and amortization, minus \$10 million, to total liabilities;

b. Net working capital of at least three times the sum of the required action;  
c. Tangible net worth greater than the sum of the required action plus \$10 million, or at least three times the sum of the required action, whichever is greater; and

d. Assets located in the United States amounting to at least three times the sum of the required action.

2. The owner or operator must have:

a. A bond issuance, secured or unsecured, having a redemption date with at least five years remaining. An unsecured bond rating must maintain a rating of BBB or better as issued by Standard and Poor's bond rating service or Baa2 or better as issued by Moody's bond rating service. A facility using an insured or secured bond must demonstrate to the Department the underlying or senior unsecured bond rating as assigned by Standard and Poor's is BBB or better, or as assigned by Moody's is Baa2 or better;

b. Tangible net worth greater than the sum of the required action plus \$10 million, or at least three times the sum of the required action, whichever is greater; and

c. Assets located in the United States amounting to at least three times the sum of the required action.

(d) Government-owned facilities providing proof of financial assurance using a financial test must send updated information outlined in 40 CFR 264.143(f)(5) and 264.145(f)(5) to the Department within 180 days after the close of each succeeding fiscal year.

(e) An owner or operator using an insurance policy for financial assurance must establish and maintain a standby trust fund that meets the requirements of 40 CFR 264.143(b)(3) and/or 264.145(b)(3). The insurance policy must provide that, upon written direction from the Secretary of the Department or the Secretary's written designee, the entire face amount of the policy, less any amounts previously paid out under requirements of 40 CFR Part 264 subpart H, will be placed into the trust fund to be used by the Department for closure and/or corrective action activities. Once closure and/or corrective action is complete, any money remaining in the trust fund will be returned to the insurer. Direction to make payment into the trust fund must be preceded by one or more of the following:

1. FDEP deems the facility abandoned;

2. The permit is terminated or revoked or a new permit is denied;

3. Closure is ordered by the FDEP or a U.S. district court or other court of competent jurisdiction;

4. The owner or operator is named as debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code;

or

5. The insurer elected to submit a cancellation, termination, or failure to renew the policy notice in accordance with the provisions of 40 CFR 264.143(e)(8) or 264.145(e)(8) and the insured failed to provide alternate financial assurance within 90 days after the date of notice of cancellation, termination or failure to renew the policy was received by both the insured and the FDEP Secretary, or designee.

(7) Cost estimates for corrective action. An owner or operator of a landfill required to establish financial assurance for a corrective action program pursuant to paragraph (2)(d) of this section shall have a detailed written estimate in current dollars, estimated and certified by a professional engineer, of the cost of hiring a third party to perform the corrective action in accordance with subsection 62-701.510(6), F.A.C. The corrective action cost estimate must account for the total cost of corrective action activities as described in the corrective action plan for the entire corrective action period. The owner or operator shall submit the estimate, together with all necessary justification including source of the estimates indicated, to the Department for approval along with proof of financial assurance.

(8) Cost adjustments for corrective action.

(a) The owner or operator shall annually adjust the estimate for inflation and changes in the corrective action plan until the corrective action program is completed in accordance with subsection 62-701.510(6), F.A.C. Inflation adjusted estimates shall be submitted in the timeframes designated by paragraph (4)(a) of this section. The adjustment shall be made either by:

1. Recalculating the maximum cost of corrective action, in current dollars, as specified in subsection (7) of this section; or

2. By using an inflation factor derived from the most recent Implicit Price Deflator for Gross National Product published by the U.S. Department of Commerce in its Survey of Current Business as specified in subparagraphs a. and b. as follows. The inflation factor is the result of dividing the latest published annual Deflator by the Deflator for the previous year.

a. The first adjustment is made by multiplying the corrective action cost estimate by the inflation factor. The result is the adjusted corrective action cost estimate.

b. Subsequent adjustments are made by multiplying the latest adjusted corrective action cost estimate by the latest inflation factor.

(b) At the time of permit renewal, or every fifth year when a permit is issued with a duration greater than five years, or if the corrective action plan is modified during the corrective action period, the owner or operator shall revise the corrective action cost estimate. Revisions shall be made and submitted as specified in subparagraph (8)(a)1. of this section. The use of cost estimates that are submitted in accordance with this subsection and used as the basis for comparison against the balance of the funding mechanisms specified in subsection (9) of this section does not constitute estimate approval.

(c) The owner or operator shall keep the latest corrective action cost estimate and, when this estimate has been adjusted in accordance with paragraph (8)(a) of this section, the latest adjusted corrective action cost estimate at the facility until the corrective action is complete.

(9) Financial assurance for corrective action.

(a) For government owned landfills, the owner or operator shall demonstrate proof of financial assurance for corrective action with the Department by identifying a revenue source and establishing an escrow account as specified in paragraph (5)(c) of this section, or by using one of the approved alternate mechanisms specified in subsection (6) of this section. Payments into the landfill management escrow account shall be made by the owner or operator according to one of the following methods:

1. The owner or operator shall deposit into the landfill management escrow the full cost associated with the corrective action remedy within 120 days after the corrective action remedy has been selected; or

2. If the local government can document a specific non-general revenue source adequate to cover the total corrective action cost, then only that portion of the corrective action to be undertaken the following year need be funded.

(b) For privately owned landfills, the owner or operator shall demonstrate proof of financial assurance for corrective action with the Department by using one of the approved alternate mechanisms specified in subsection (6) of this section. If a trust fund is used, the first payment into the trust must be at least equal to one-half of the current cost estimate for corrective action. The amount of subsequent payments must be determined by the following formula:  $\text{Next payment} = [\text{RB} - \text{CV}] / \text{Y}$ , where RB is the most recent estimate of the required trust fund balance for corrective action (i.e., the total costs that will be incurred during the second half of the corrective action period), CV is the current value of the trust fund, and Y is the number of years remaining in the pay-in period. The pay-in period is one-half of the estimated length of the corrective action program.

(10) If long-term care is extended because the permittee has failed to perform all required monitoring and maintenance, financial assurance shall continue to be required during the extended long-term care. If the long-term care is extended for any other reason, financial assurance is not required during the extended long-term care period, except as may be required in subsections (7) through (9) of this section.

*Rulemaking Authority 403.704 FS. Law Implemented 403.704, 403.707, 403.7125(5) FS. History—New 7-1-85, Formerly 17-7.076, Amended 11-28-89, Formerly 17-701.076, Amended 1-6-93, 1-2-94, 5-19-94, Formerly 17-701.630, Amended 5-27-01, 1-6-10, 8-12-12, 2-15-15.*





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10863**

**County Administrator's Report 10. 12.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Certifications of Consistency with the Consolidated Plan Forms

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Execution of Certification of Consistency with the Consolidated Plan Forms for Continuum of Care Application - Tonya Gant, Neighborhood & Human Services Department Director

That the Board authorize the County Administrator to sign Certification of Consistency with the Consolidated Plan Forms for the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (COC) applications for homeless housing, planning and service projects by the EscaRosa Coalition on the Homeless (ECOH).

### **BACKGROUND:**

The EscaRosa Coalition on the Homeless (ECOH) is submitting projects through the annual HUD Continuum of Care competitive funding solicitation. HUD regulations require that these proposed or continuing projects be in compliance with and supportive of the governing Consolidated Plan, which is the HUD Escambia Consortium 2015-2020 Consolidated Plan approved by the Board last year.

The following projects are being submitted:

1. Continuum of Care Planning (Agency: EscaRosa Coalition on the Homeless)
2. Centralized Coordinated Entry (Agency: EscaRosa Coalition on the Homeless)
3. HMIS Supportive Housing Program 2016 (Agency: EscaRosa Coalition on the Homeless)
4. New Permanent Housing Program 12 Beds (Agency: Lakeview Center, Inc.)
5. Permanent Housing Program 50 Beds (Agency: Lakeview Center, Inc.)
6. Transitional Housing Program (Agency: Loaves and Fishes Soup Kitchen, Inc.)

These housing, planning and service projects are each consistent with housing and homeless goals outlined in the Escambia Consortium HUD Consolidated Plan and therefore should be executed by the County. These certifications with their corresponding Project applications are due to HUD by September 14, 2016.

**BUDGETARY IMPACT:**

Not applicable. No County funding is being committed through these grant applications.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Not applicable.

**PERSONNEL:**

Not applicable.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is needed to authorize the County Administrator to sign the Certification forms.

**IMPLEMENTATION/COORDINATION:**

The Certification forms will be distributed to the ECOH before HUD's deadline.

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**Attachments**

COC Cert of Consistency Forms

---

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: EscaRosa Coalition on the Homeless, Inc.

Project Name: Continuum of Care Planning

Location of the Project: 3702 North Pace Blvd.  
Pensacola, Florida 32505

Name of the Federal  
Program to which the  
applicant is applying: Dept of Housing and Urban Development Community Planning Develop

Name of  
Certifying Jurisdiction: FL-511 Pensacola/Escambia and Santa Rosa County Continuum of Care

Certifying Official  
of the Jurisdiction  
Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 8/24/16

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: EscaRosa Coalition on the Homeless, Inc.

Project Name: Centralized Coordinated Entry

Location of the Project: 3702 North Pace Blvd  
Pensacola, Florida 32505  
\_\_\_\_\_

Name of the Federal  
Program to which the  
applicant is applying: Dept of Housing and Urban Development Community Planning Develop

Name of  
Certifying Jurisdiction: FL-511 Pensacola/Escambia and Santa Rosa County Continuum of Care

Certifying Official  
of the Jurisdiction  
Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 8/24/16

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: EscaRosa Coalition on the Homeless, Inc.

Project Name: HMIS Supportive Housing Program 2016

Location of the Project: 3702 North Pace Blvd  
Pensacola, Florida 32505  
\_\_\_\_\_

Name of the Federal  
Program to which the  
applicant is applying: Dept of Housing and Urban Development Community Planning Develop

Name of  
Certifying Jurisdiction: FL-511 Pensacola/Escambia and Santa Rosa County Continuum of Care

Certifying Official  
of the Jurisdiction  
Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 8/29/16



# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: Lakeview Center, Inc.

Project Name: New Permanent Housing Program 12 Beds

Location of the Project: 1221 West Lakeview Ave

Pensacola, Florida 32505

Name of the Federal  
Program to which the  
applicant is applying: Dept of Housing and Urban Development Community Planning Develop

Name of  
Certifying Jurisdiction: FL-511 Pensacola/Escambia and Santa Rosa County Continuum of Care

Certifying Official  
of the Jurisdiction  
Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Kelly A. Aca  
Date: 8/29/16

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: Lakeview Center, Inc.

Project Name: Permanent Housing Program 50 Beds

Location of the Project: 1221 West Lakeview Ave

Pensacola, Florida 32505

Name of the Federal  
Program to which the  
applicant is applying: Dept of Housing and Urban Development Community Planning Develop

Name of  
Certifying Jurisdiction: FL-511 Pensacola/Escambia and Santa Rosa County Continuum of Care

Certifying Official  
of the Jurisdiction  
Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Kellen OACA

Date: 8/24/16



# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: Loaves and Fishes Soup Kitchen, Inc.

Project Name: Transitional Housing Program

Location of the Project: 257 E. Lee  
Pensacola, Florida 32503

Name of the Federal  
Program to which the  
applicant is applying: Dept of Housing and Urban Development Community Planning Develop

Name of  
Certifying Jurisdiction: FL-511 Pensacola/Escambia and Santa Rosa County Continuum of Care

Certifying Official  
of the Jurisdiction  
Name: Jack R. Brown

Title: County Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: Kalyal ACA  
Date: 8/24/16



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10802**

**County Administrator's Report 10. 13.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Amendments to the Signal Response and Street and Navigation Light Agreements

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Amendment to Agreement Relating to Signal Response Maintenance and Construction and Amendment to Agreement Relating to Maintenance of Street and Navigation Lights - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Amendment to Agreement Relating to Signal Response Maintenance and Construction, PD 12-13.049, and Amendment to Agreement Relating to Maintenance of Street and Navigation Lights, PD 12-13.048:

A. Approve and authorize the Chairman to sign the Amendment to Agreement Relating to Signal Response Maintenance and Construction, PD 12-13.049, to extend the term of the Agreement for an additional 60 days; and

B. Approve and authorize the Chairman to sign the Amendment to Agreement Relating to Maintenance of Street and Navigation Lights, PD 12-13-048, to extend the term of the Agreement for an additional 30 days.

### **BACKGROUND:**

Meeting in regular session on September 5, 2013, the Board approved the aforementioned contracts to Ingram Signalization, Inc., for a period of three years, beginning October 1, 2013, through September 30, 2016. Escambia County Transportation and Traffic Operations (TTO) staff have thoroughly vetted the two Agreements and have provided extensive modifications to each. The review of these Agreements led to TTO staff separating the Signal Maintenance and Response and the Traffic Signalization Construction efforts detailed in the Signal Response Contract into two separate Agreements, creates a third Agreement, which will help staff to efficiently monitor and manage the contracts.

Due to the detailed scrutiny and subsequent modification of the Signal Response Agreement, the solicitation did not occur until later than expected, which in turn shifted the Board approval of the Agreements to the next regularly-scheduled meeting date on September 22, 2016. Because a Notice to Proceed (NTP) to the awarded contractor(s) will likely not occur until after September 30, 2016, staff is requesting that the Agreements be amended for time - the Navigation and Street Lights Agreement to add 30 days, and the Signal Response Agreement to add 60 days.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, prepared and signed both Amendments.

**PERSONNEL:**

No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

TBD

**IMPLEMENTATION/COORDINATION:**

Upon approval of the time extensions, TTO staff will coordinate with Ingram Signalization.

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**Attachments**

Signal Response Amendment

Navigation Amendment

Sig Response BCC Mins

Navigation BCC Mins

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**AMENDMENT TO AGREEMENT RELATING TO  
SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION (PD 12-13.049)**

**THIS AMENDMENT** is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Ingram Signalization, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-0879719, and whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, on September 5, 2013, the County entered into an agreement with the Contractor for signal response maintenance and construction (PD 12-13.049); and

**WHEREAS**, the initial term of the agreement shall expire on September 4, 2016, and the parties have agreed to extend the term for an additional sixty (60) days; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the health, safety, and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Paragraph 2 of the Agreement is amended as follows:
  2. Term. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. After all options to renew have been exhausted and it is determined that interim performance is required, the County may unilaterally extend this Agreement up to an additional sixty (60) days. In no event shall the term The total duration of this agreement shall not exceed the duration of three (3) years and sixty (60) days from the date of commencement.
3. That the parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the parties.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**[SIGNATURE PAGE TO FOLLOW]**

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

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

ATTEST: Pam Childers  
Clerk of Court


By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**CONTRACTOR:**  
**INGRAM SIGNALIZATION, INC.**

ATTEST:

  
\_\_\_\_\_  
William D. Wilson, Vice President

By: \_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

(SEAL)

Approved as to form and legal sufficiency.

By/Title:   
Date: 8/7/16

**AMENDMENT TO AGREEMENT RELATING TO  
MAINTENANCE OF STREET AND NAVIGATION LIGHTS (PD 12-13.048)**

**THIS AMENDMENT** is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Ingram Signalization, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-0879719, and whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, by Board action on September 5, 2013, the County entered into an agreement with the Contractor for maintenance of street and navigation lights (PD 12-13.048); and

**WHEREAS**, the initial term of the agreement shall expire on September 30, 2016, and the parties have agreed to extend the term for an additional thirty (30) days; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the health, safety, and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Paragraph 2 of the Agreement is amended as follows:
  2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years commencing on October 1, 2013, and ending on September 30, 2016. Upon the expiration of the initial term, if it is determined that interim performance is required then the County may unilaterally extend this Agreement up to an additional thirty (30) days. The total duration of this agreement shall not exceed the duration of three (3) years and thirty (30) days.
3. That the parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the parties.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**[SIGNATURE PAGE TO FOLLOW]**

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

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

ATTEST: Pam Childers  
Clerk of Court

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**CONTRACTOR:**  
**INGRAM SIGNALIZATION, INC.**

ATTEST:

\_\_\_\_\_  
William D. Wilson, Vice President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 8/11/16



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

5. Taking the following action concerning Professional Services as Governed by Florida Statute 287.055 (Funding: funds to be budgeted for on an annual basis):

A. Awarding Task Order-based Continuing Contracts to Constantine Engineering, Inc., per PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorizing the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

6. Awarding an Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13.049, Signal Response Maintenance and Construction, to Ingram Signalization, Inc., and approving annual expenditures up to \$300,000 (Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601).

7. Taking the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control (Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds):

A. Approving the Fiscal Year 2013-2014 Annual Certified Budget for the Mosquito Control Division, Community & Environment Department; and

B. Authorizing the Chairman to sign the Annual Certified Budget.

**THE CONTRACT AGREEMENT FOR PD 12-13.049 IS SHOWN ON  
PAGES 69-133**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-4800

County Administrator's Report 13. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Signal Response Maintenance and Construction PD 12-13.049

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

A handwritten signature in black ink, appearing to read "Amy Lovoy", is written over a horizontal line.

**RECOMMENDATION:**

Recommendation Concerning Signal Response Maintenance and Construction - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13.049, Signal Response Maintenance and Construction, to Ingram Signalization, Inc., and approve annual expenditures up to \$300,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601]

**BACKGROUND:**

The solicitation was advertised in the Pensacola News Journal and our website, July 8, 2013 and four contractors were in attendance together with representatives of the County. Two contractors submitted a responsive and responsible bid, Ingram Signalization Inc. was the low bidder.

**BUDGETARY IMPACT:**

Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Contract.

**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**

Agreement

Bid tabulation

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**AGREEMENT RELATING TO  
SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION PD12-13.049**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-0879719, and whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, the County issued an Invitation to Bid relating to signal response maintenance and construction services (PD 12-13.049); and

**WHEREAS**, Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of signal response maintenance and construction services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Work.** Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Signal Response Maintenance and Construction Services, Specification No. P.D. 12-13.049, 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. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid

Form, dated August 9, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees 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.

7. Termination. 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 services performed through the date of termination.

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

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability 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.

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

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Ingram Signalization, Inc.  
Attention: William Wilson  
4522 North Davis Highway  
Pensacola, Florida 32503

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.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**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 and through its Chairman, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2013, and Ingram Signalization, Inc., signing by and through its Vice President, duly authorized to execute same.

Approved as to form and legal  
sufficiency,

By/Title: K. D. VALACH

Date: 8/12/13

**COUNTY:**

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

(SEAL)

**CONTRACTOR:  
INGRAM SIGNALIZATION, INC.**

ATTEST:

BY: \_\_\_\_\_  
William D. Wilson, Vice President

By: \_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

(SEAL)

ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION  
SPECIFICATION PD 12-13.049

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. INCOMPLETE BIDS ARE NOT ACCEPTABLE. ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE
- BID FORMS WITH ORIGINAL SIGNATURE
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA  
OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S),  
CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU?**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

CERTIFICATE OF INSURANCE

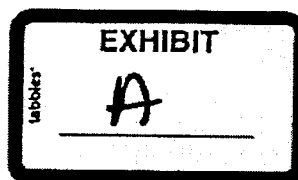
THE COUNTY MAY REQUIRE PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.**

**DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

**SPECIFICATION NUMBER PD 12-13.049**

**BIDS WILL BE RECEIVED UNTIL: 3:15p.m., CDT, Wednesday, July 24, 2013**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Gene Valentino, IV, Chairman  
Lumon May, Vice Chairman  
Wilson B. Robertson  
Grover Robinson, IV  
Steven Barry**

**Procurement Assistance:  
Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807**

**Technical Assistance:  
Ken Canady, Project Manager  
Project Manager  
Traffic and Transportation Operations  
3363 West Park Place  
Pensacola, FL 32505  
Tel: (850) 595-3484  
Fax: (850) 595-3405**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**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.**

## **SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

**PD 12-13.049**

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Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM**

**SUBMIT OFFERS TO: ESCAMBIA COUNTY FLORIDA**

**Joe Pillitary, CPPO, CPPB**

**Purchasing Coordinator**

**Office of Purchasing, 2nd Floor, Room 11.101**

**213 Palafox Place, Pensacola, FL 32502**

**Post Office Box 1591, Pensacola, FL 32591-1591**

**Phone No: (850)595-4878 Fax No: (850) 595-4807**

**Invitation to Bid**

**SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

**SOLICITATION NUMBER: PD 12-13.049**

### **SOLICITATION**

**MAILING DATE: Monday, July 8, 2013**

**PRE-BID CONFERENCE: NA**

**OFFERS WILL BE RECEIVED UNTIL: 3:15 p.m. CDT, Wednesday July 24, 2013 and may not be withdrawn within 90 days after such date and time.**

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME:**

**ADDRESS:**

**CITY, ST. & ZIP:**

**PHONE NO.: ( ) \_\_\_\_\_**

**TOLL FREE NO.: ( ) \_\_\_\_\_**

**FAX NO.: ( ) \_\_\_\_\_**

**REASON FOR NO OFFER:**

**BID BOND ATTACHED \$ \_\_\_\_\_**

I certify that this offer is made without prior understanding, agreement, or collusion, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignments shall be made and become effective at the time the County makes final award to the offeror.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

**(TYPED OR PRINTED)**

**\*\***

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### **AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### **CONTRACTOR**

**Name and Title of Signer (Type or Print)**

**Name of Contractor**

**By**

**Signature of Person Authorized to Sign**

**Date**

**ATTEST:**

**Corporate Secretary**

**Date**

**(CORPORATE SEAL)**

**ATTEST:**

**Witness**

**Date**

**ATTEST:**

**Witness**

**Date**

#### **ESCAMBIA COUNTY FLORIDA**

**Name and Title of Signer (Type or Print)**

**By**

**County Administrator**

**Date**

**WITNESS**

**Date**

**WITNESS**

**Date**

**Awarded Date**

**Effective Date**

**BID FORM**  
Specification Number **12-13.049**  
**SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Signal Response Maintenance and Construction 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:

Company Name			
<b>RESPONSE MAINTENANCE</b>			
	<b>Bid Rate</b>	<b>Est. Qty</b>	<b>Ext</b>
Technician - IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR		1255	
Technician - IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM)/HR		80	
Technician - IMSA Level II (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR		730	
Technician - IMSA Level III (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR		40	
Technician Assistant (Mon-Fri, 8:00 AM-4:30 PM)/HR		1255	
Technician Assistant (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR		40	
Office Assistant/HR		627	
Aerial Bucket Truck (Standard) /HR		1200	
Aerial Bucket Truck (Large)/HR		55	
Service Truck/HR		730	
Maintenance of Traffic (Message Board Rental)/DAY		10	
Utility Coordination (Sunshine Spots)/PI		10	
Timing Implementation/PI		5	
Timing Adjustment, Systems (Coordinated)/PI		5	
Timing Adjustment, Intersections (Non-Coordinated)/PI		5	
Bench Testing (Conflict Monitor)/EA		50	
Temporary Controller/Monitor Rental/DAY		25	
Temporary Traffic Signal Operation, Generator Rental/HR		5	
Temporary Traffic Signal Cabinet, During Knock-Down Rental/Day		5	
	<b>Subtotal</b>		
<b>PARTS AND MATERIALS - FURNISH</b>			
Markup (%) - Material Acquisition	<b>%</b>	<b>5,000</b>	
	<b>Subtotal</b>		



	Bid Rate	Est. Qty	Ext
<b>620 - GROUNDING ELECTRODE:</b>			
10 ft. 5/8" Ground Rod/EA			
20 ft. 5/8" Ground Rod/AS		100	
		50	
	Subtotal		
<b>630 - CONDUIT - Schedule 40:</b>			
1/2" 10 ft. Section/EA			
1" 10 ft. Section/EA		100	
Conduit, 2" (Above Ground)/LF		100	
Conduit, 2" (Underground)/LF		200	
Conduit, 2" (Under Pavement/Jacked)/LF		500	
Conduit, 1" Clamp/EA		500	
Conduit, 2" Clamp/EA		100	
Coupling, 1/2"/EA		100	
Coupling, 1"/EA		50	
Coupling, 2"/EA		50	
90 degree elbow, 1/2"/EA		200	
90 degree elbow, 1"/EA		100	
90 degree elbow, 2"/EA		100	
	Subtotal		
<b>IMSA Signal Cable Color Code:</b>			
White/Black/Green/Red/Orange/Blue/LF			
16-Conductor/LF		250	
12-Conductor/LF		250	
9-Conductor/LF		250	
7-Conductor/LF		500	
	Subtotal		
<b>633 - INTERCONNECT CABLE:</b>			
Interconnect Cable/FSK Wire (Overhead ) - 6-22-AL-F8/LF		1000	
Interconnect Cable/6-22-AL-F8/LF		1000	
Interconnect Cable/Fiber Optic (Underground)/LF		1000	
Buried Cable Warning Marker (Per Detail)/EA		1000	
	Subtotal		
	Bid Rate	Est. Qty.	Ext.
<b>634 - SPAN WIRE:</b>			

Span Wire (One Wire/Perpendicular)/PI		1	
Span Wire (One Wire/Diagonal)/PI		1	
Span Wire (One Wire/Box)/PI		1	
Span Wire (Two Wire/Perpendicular)/PI		1	
Span Wire (Two Wire/Diagonal)/PI		1	
Span Wire (Two Wire/Box)/PI		1	
Adjustable Hanger/EA		25	
Disconnect Hanger/EA		25	
Extension Hanger/EA		25	
Span Wire Hanger (2079-S) with SS Bushing (Single Cable Support)/EA		25	
Span Wire Clamp/EA		25	
Sign Bracket, Mast Arm Type (1-Way)/EA		5	
Mast Arm Signal Bracket/EA		5	
Sign Bracket/Span Wire Type (1-Way)/EA		5	
Sign Bracket/Span Wire Type (2-Way)/EA		5	
Eye Bolt/EA		25	
All Thread/5/8"/LF		25	
Span Wire Insulator/12"/EA		5	
Guy Anchor, 6"/EA		5	
Guy Wire/1/4"/LF		100	
Guy Wire/3/8"/LF		500	
Span Wire Splice/1/4"/EA		25	
Span Wire Splice/3/8"/EA		25	
Guy Wire Vise/1/4"/EA		25	
Guy Wire Vise/3/8"/EA		25	
Slip fitter/4 1/2"/EA		25	
		Subtotal	
<b>635 - PULL BOX OR JUNCTION BOX:</b>			
Pull Box/EA		25	
Aerial Junction Box/EA		5	
Mounted Junction Box/EA		20	
Fiber Optics/EA		10	
Special/EA		1	
		Subtotal	
<b>639 - ELECTRICAL SERVICE:</b>			
Electrical Power Service/AS		1	
Electrical Service Wire/LF		500	
Electrical Service Disconnect/EA		1	
		Subtotal	

	Bid Rate	Est. Qty	Ext.
<b>641 - CONCRETE STRAIN POLE:</b>			
<b>Concrete Strain Pole N-IV:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
<b>Concrete Strain Pole N-V:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
<b>Concrete Strain Pole N-VI:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
<b>Concrete Strain Pole N-VII:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
<b>Concrete Strain Pole N-VIII:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
	Subtotal		
<b>643 - WOOD POLE:</b>			
Class 5 Wood Strain Pole/35'/EA		1	
Wood Strain Pole/6" Top x 16'/60 CCA SYP Pole (Treated)/EA		1	
	Subtotal		

	Bid Rate	Est. Qty.	Ext.
<b>650 - TRAFFIC SIGNAL:</b>			
Traffic Signal/12" (1 Section, 1 Way)/AS			
Traffic Signal/12" (2 Section, 1 Way)/AS		10	
Traffic Signal/12" (3 Section, 1 Way)/AS		5	
Traffic Signal/12" (4 Section, 1 Way)/AS		25	
Traffic Signal/12" (5 Section, 1 Way)/AS		1	
Traffic Signal/12" (1 Section, 2 Way)/AS		10	
Traffic Signal/12" (2 Section, 2 Way)/AS		1	
Traffic Signal/12" (3 Section, 2 Way)/AS		1	
Traffic Signal/12" (4 Section, 2 Way)/AS		10	
Traffic Signal/12" (5 Section, 2 Way)/AS		1	
Signal Lens/12" Plastic/EA		1	
Signal Lens/12" Glass/EA		1	
Signal Lamp Reflector/12"/EA		1	
Signal Visor/12"/EA		1	
Signal Bracket (1W)/EA		10	
Signal Bracket (2W)/EA		10	
Signal Back Plate/1 Section/EA		10	
Signal Back Plate/3 Section/EA		10	
Signal Back Plate/5 Section/EA		25	
		25	
		<b>Subtotal</b>	
<b>653 - PEDESTRIAN SIGNAL :</b>			
Pedestrian Signal (LED Countdown)/EA		25	
Pedestrian Signal Lens/EA		1	
Pedestrian Signal Housing (Ped Can)/EA		10	
Aluminum Pedestal (Pedestrian Signal, Flashing Beacon)/EA		25	
Concrete Pedestal/Type II (Power Service)/EA		10	
	<b>Subtotal</b>		
<b>659 - 12" LED MODULE:</b>			
Green/EA		100	
Red/EA		25	
Yellow/EA		25	
Green Arrow/EA		15	
Red Arrow/EA		15	
Yellow Arrow/EA		15	
Yellow (12v)/EA		15	
Signal Lamp (3M Optical)/EA		25	

	Subtotal		
	Bid Rate	Est. Qty.	Ext.
<b>660 - LOOP ASSEMBLY AND DETECTOR:</b>			
Loop Assembly/Type A/6'x20'/EA		1	
Loop Assembly/Type A/6'x 50'/EA		25	
Loop Assembly/Type B/6' x 6'/EA		25	
Loop Assembly/Type D/6'x50'/EA		1	
Loop Assembly/Type E/4'x16'/EA		1	
Loop Assembly/Type F/6'x20'/EA		1	
Loop Assembly/Type F/6'x50'/EA		25	
Loop Assembly/Type G/(4) Type "B" 6'x6'/EA		1	
Loop Detector/1 Channel/Relay Output/Shelf Mount/EA		10	
Loop Detector/1 Channel/Relay Output/Shelf Mount/Time Delay/EA		10	
Loop Detector/1 Channel/Solid State/Shelf Mount/EA		10	
Loop Detector/1 Channel/Solid State/Shelf Mount/Time Delay/EA		10	
Loop Detector/2 Channel/Solid State/Shelf Mount/EA		10	
Loop Detector/2 Channel/Solid State/Shelf Mount/Time Delay/EA		10	
Loop Detector/4 Channel/Solid State/Shelf Mount/EA		1	
Loop Detector/4 Channel/Solid State/Shelf Mount/Time Delay/EA		1	
Loop Detector/2 Channel/Solid State/Rack Mount/EA		10	
Loop Detector/2 Channel/Rack Mount/Time Delay/EA		10	
Loop Detector/4 Channel/Solid State/Rack Mount/EA		1	
Loop Detector/4 Channel/Solid State/Rack Mount/Time Delay/EA		1	
Surge Arrestor (Inductance Loop Amplifier)/EA		10	
Home Run Cable (Replacement)/LF		500	
		<b>Subtotal</b>	
<b>660-4 - Vehicle Detection System-Video</b>			
Aldis, 360 degree 10" diameter x 9" Fisheye Camera / EA		1	
Aldis, GRIDSMART Control Unit for TS1 and TS2 Traffic Control Cabinets/EA		1	
16" LCD Monitor for Aldis System/EA		1	
		<b>Subtotal</b>	
<b>665 - PEDESTRIAN DETECTOR (Pole Mounted Station):</b>			
Pedestrian Detector (Station with Post)/AS		1	
Detector Sign (Pedestrian)/EA		50	
Push Button (Pedestrian Detector)/EA		50	

	Subtotal		
	Bid Rate	Est. Qty.	Ext.
<b>670 - FLASHING BEACON ASSEMBLY/COMPONENTS (Pole Mounted Cabinet):</b>			
School Beacon Assembly 120v RTC AP21 Complete Operational System/AS		1	
Flashing Beacon Controller Assembly/AS		1	
PB-5100 15' Aluminum Pole/EA		25	
PB-5306 Anchor Bolts/EA		100	
PB-5335 Square Aluminum Base with Aluminum Door/EA		25	
PB-5325 Collar Assembly for Square Base/EA		25	
SE-1100 4.5' OD Post Mounting Kit/EA		25	
SE-1002 Flasher Cabinet Assembly with Police Type One Lock/EA		5	
SE-0513 Tri-Stud Adapters/EA		25	
SH-0206 U-Bolt Sign Assembly Kit/EA		25	
	Subtotal		
<b>Flashing Beacon Controller Assembly/Solar Powered/Pole Mounted/Per Detail:</b>			
Carmanah R247 Series 24-Hour Flashing Warning Beacon/AS		1	
Carmanah R820 Series Crosswalk Beacon/AS		1	
Carmanah R829 Series/Sch Zone Bcn/w/Calendar-Based Software/AS		1	
	Subtotal		
<b>School Time Clock:</b>			
Naztec Series 100/365 Day Programmable/EA		1	
RTC AP21/365 Day Programmable/EA		10	
ELTEC/NTC-17E/365 Day Programmable/EA		1	
AP22/Time Switch/EA		1	
CPR2102G/Pager Programmable Time Switch/EA		1	
RTC, AP22/365 Day Programmable/EA		1	
1520 Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA		1	
1820 Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA		1	
	Subtotal		
<b>Fuse:</b>			
Conflict Monitor/Fuse/1/2 Amp (Slo Blo)/EA		25	
Conflict Monitor/Fuse/2 Amp/EA		25	
Controller Fuse/3/4/ Amp/24 VDC/EA		25	

Controller Fuse/1 ¼ Amp (Slo Blo)/EA		25	
		Subtotal	
	Bid Rate	Est. Qty.	Ext.
<b>Flashing Beacon Assembly/Components (Solar Powered/Pole Mounted)</b>			
<b>(Information Display Company):</b>			
18' Aluminum Pole/EA		1	
55 Watt, Solar Power Panel Kit Complete for Speed Check Displays/EA		1	
Solar Panel Racking/EA		1	
Solar Pole-Mounted Battery Box/EA		1	
School Flashing Beacon Assembly – Model 1520, 12v Solar Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS		1	
School Flashing Beacon Assembly – Model 1820, 12v Solar Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS		1	
		Subtotal	
<b>670-5-121 - EMERGENCY GENERATOR POWER HOOK-UP:</b>			
(Inc Pre-Assembled Harness/Gasket/Clamp/Splice/Per FDOT Dist 3 Spec)/AS		1	
		Subtotal	
<b>671 - TRAFFIC SIGNAL CONTROLLERS:</b>			
Controller (Isolated):			
Naztec/920/Nema/TS1/8 Phase/EA		1	
Peek/LMD - 9200/NEMA/TS-1/8 Phase/EA		1	
Peek/3000E/NEMA/TS-1/8 Phase/EA		1	
Controller Type (Interconnect 860 NM Fiber Optic, Closed Loop):			
Peek 3000E NEMA/TS-1/8 Phase/EA		1	
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA		1	
Controller Type (Interconnect FSK Wire, Closed Loop):			
Peek 3000E NEMA/TS-1/8 Phase/EA		1	
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA		1	
Refurbished Controller (Closed Loop):			
Peek 3000E NEMA/8Phase/TS-1/Fiber Optic/EA		1	
Peek 3000E NEMA/8Phase/TS-1/FSK/EA		1	
Peek ATC-1000 Controller/EA			
		Subtotal	



<b>676 - BASE MOUNTED CONTROLLER CABINET:</b>			
NEMA/SOP 10/8 Phase/TS-1 (2) Preemption Plans (Per FDOT District 3 Specifications)/EA		1	
		1	
<b>676 - Cont.</b>	<b>Bid Rate</b>	<b>Est. Qty</b>	<b>Ext.</b>
NEMA/SOP 10/8 Phase/TS-1/Communications/Master (Per FDOT District 3 Specifications)/EA		1	
NEMA/SOP 10/8 Phase/TS-1/Communications/Master/Video Detection (Per FDOT District 3 Specifications)/EA		1	
		Subtotal	
<b>Peek Controller Cabinet:</b>			
NEMA/SOP 10/8 Phase/TS-1 (Per FDOT District 3 Specifications)/EA		1	
NEMA/4 Phase/TS-1 (Per FDOT District 3 Specifications)/EA		1	
		Subtotal	
<b>MISCELLANEOUS SIGNAL EQUIPMENT:</b>			
Peek Double Diamond NEMA/TS-1/CMU/EA		1	
Conflict Monitor/Naztec/NM512/LCD/TS-1 (Used)/EA		1	
Peek ELRA Conflict Monitor (Used)/EA		1	
Loadswitch/EA		200	
Flash Transfer Relay/EA		25	
Surge Arrestor (Closed Loop Communication Line)/EA		1	
Controller/Peek VideoTrak Plus/EA		1	
Camera/Peek VPK351-B VideoTrak/EA		1	
Video System/9" Blk & Wht Camera Monitor (Arm Electronics) or Equal/EA		1	
Video System/Peek Uni Trak Detector Card (TS-1)/EA		1	
Solar System/12V Sealed Battery (Back-Up)/EA		1	
Power Supply/Peek NEMA PS 100/EA		1	
Cabinet Fan/EA		10	
Police Manual Control Button/EA		1	
Phone Modem/2400 Baud Rate/EA		1	
Phone Modem/56LK Baud Rate/EA		1	
Pedestrian Isolator Board (Peek NEMA Cabinet)/EA		10	
¼" Nail-In Anchor/EA		200	
Blacktop Patch/EA		50	
#12 Fork Terminals/EA		1000	
Tie Wraps/EA		1000	
#6 THHN Wire/LF		100	
SEOW or "SO" 10-3, AWG Copper Cable/LF		500	
Hand Hole Cover (Mast Arm)/EA		10	
Foundation (Controller Cabinet)/EA		5	

Concrete Pad/EA		5	
24"x36" Concrete Base w/Ground Rod/EA		10	
Anchor Bolts/EA		100	
US Robotics, US5686G / 56K / V.92 Serial Controller Fax Modem/EA		10	
Peek IQ Connect, Model M3000 Translator/EA		1	
Misc. Signal Equipment continued	Bid Rate	Est. Qty	Ext.
Iteris, Vantage Edge 2 processor module, Rack Mounted Video Card/EA		1	
EDL, PS 200 Shelf/Power Supply/EA		5	
Coby Electronics Corp. 10" Portable Digital TFT/LCD Color TV/Monitor/EA		1	
		Subtotal	
		TOTAL	

\* Estimated quantities are for cost comparison only

### CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

### **SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
 Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
 Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
 Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Terms of Payment  
 (Check one) Net 30 Days \_\_\_\_\_ 2% 10th Prox \_\_\_\_\_

County Permits/Fees required for this project:

Permit \_\_\_\_\_ Cost \_\_\_\_\_  
 \_\_\_\_\_ None Known \_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONSTRUCTION:**

(Furnish and Install Rates Unless Otherwise Noted)

FDOT BOE Pay Item Number	Furnish and Install Rates:	Unit	Bid Rate	Est. Qty.	Extension
604-3-1	Timing Implementation - Controller	PI		5	\$
604-3-2	Timing Implementation - Controller/Coordination Unit	PI		5	\$
604-3-3	Timing Implementation - Master Clock Unit	PI		5	\$
630-1-11	Conduit - Aboveground	LF		100	\$
630-1-12	Conduit - Underground	LF		500	\$
630-1-13	Conduit - Under Pavement-Sawcut	LF		300	\$
630-1-14	Conduit - Underground -- Jacked	LF		300	\$
630-1-15	Conduit - Bridge Mount	LF		400	\$
632-6-1	Cable, Signal - Furnish & Install	LF		500	\$
632-6-4	Cable, Signal - Adjust	LF		500	\$
632-7-1	Cable, Signal - New or Reconstructed - F&I	PI		2	\$
632-7-4	Cable, Signal - Adjust/Modify	PI		500	\$
632-8-111	Cable, Interconnect, Aerial (Number of pairs to be determined by contractor)	LF		500	\$
632-8-112	Cable, Interconnect, Underground (Number of pairs to be determined by contractor)	LF		500	\$
633-1-111	Cable, Fiber Optic -- Overhead -Multi Mode, 2-12 Fibers	LF		500	\$
633-1-121	Cable, Fiber Optic --Underground - Multi Mode, 2-12 Fibers	LF		500	\$
633-2-31	Fiber Optic Connection--Splice	EA		5	\$
633-2-32	Fiber Optic Connection--Termination	EA		5	\$
633-112-1	Cable Fiber Optic -Aerial -Multi Mode-1-25 Fibers	LF		500	\$
633-122-1	Cable Fiber Optic - Underground-Multi Mode-1-25 Fibers	LF		500	\$
633-132-1	Cable Fiber Optic- Drop- Multi Mode-1-25 Fibers	LF		500	\$
633-4-1	Cable Twisted Pair- Furnish & Install	LF		500	\$
633-4-4	Cable Twisted Pair- Relocate	LF		1	\$
634-4-111	Span Wire Assembly -- Two Wire, Perpendicular	PI		1	\$
634-4-112	Span Wire Assembly -- Two Wire, Diagonal	PI		1	\$
634-4-113	Span Wire Assembly -- Two Wire, Box	PI		1	\$
634-4-114	Span Wire Assembly -- Two Wire, Other	PI		1	\$
634-5-1	Fiberglass Insulator - Furnish/Install	LF		50	\$
634-6-1	Messenger Wire- Furnish/Install	LF		300	\$
635-1-11	Pull and Junction Boxes -- Pull Box	EA		20	\$
635-1-12	Pull and Junction Boxes -- Aerial Junction Box	EA		1	\$
635-1-13	Pull and Junction Boxes -- Mounted Junction Box	EA		1	\$

635-1-15	Pull and Junction Boxes - Fiber Optics	EA		1	\$
635-1-16	Pull and Junction Boxes - Special	EA		1	\$
635-2-11	Pull & Splice Box-13x24-Standard	EA		50	\$
635-2-12	Pull & Splice Box-13x36-Large	EA		1	\$
635-3-11	Junction Box-Aerial	EA		1	\$
635-3-12	Junction Box-Mounted	EA		1	\$
635-3-13	Junction Box-Embedded	EA		1	\$
639-1-112	Electrical Power Service - Overhead-Meter Base- Purchased by Contractor From Power Company	AS		5	\$
639-1-122	Electrical Power Service-Underground-Meter Base- Purchased by Contractor From Power Company	AS		5	\$
639-2-1	Electrical Service Wire	LF		500	\$
639-3-11	Electrical Service Disconnect - Pole	EA		5	\$
639-3-12	Electrical Service Disconnect - Cabinet	EA		5	\$
639-4-1	Emergency Generator -Portable-Furnish/Install	EA		1	\$
639-4-5	Emergency Generator -Portable-Monitor and Refuel	HR		40	\$
641-1	Strain Poles Guying, Concrete	EA		1	\$
641-2-11	Prestressed Concrete Pole, F&I, Type P-II Pedestal	EA		20	\$
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA		5	\$
641-2-13	Prestressed Concrete Pole, F&I, Type P-III	EA		5	\$
641-2-14	Prestressed Concrete Pole, F&I, Type P-IV	EA		5	\$
641-2-15	Prestressed Concrete Pole, F&I, Type P-V	EA		5	\$
641-2-16	Prestressed Concrete Pole, F&I, Type P-VI	EA		5	\$
641-2-17	Prestressed Concrete Pole, F&I, Type P-VII	EA		5	\$
641-2-18	Prestressed Concrete Pole, F&I, Type P-VIII	EA		5	\$
641-2-19	Prestressed Concrete Pole, F&I, Custom Design	EA		1	\$
641-2-30	Prestressed Concrete Pole, Install	EA		1	\$
643-125	Strain Pole, Wood F&I, 25'	EA		1	\$
643-130	Strain Pole, Wood F&I, 30'	EA		1	\$
643-140	Strain Pole, Wood F&I, 40'	EA		1	\$
643-145	Strain Pole, Wood F&I, 45'	EA		1	\$
643-150	Strain Pole, Wood F&I, 50'	EA		1	\$
648-1-11	Aluminum Signal Pole, F&I, Install	EA		1	\$
649-1-10	Steel Strain Pole, F&I, Pedestal	EA		20	\$
649-1-11	Steel Strain Pole, F&I, Type PS-IV	EA		5	\$
649-1-12	Steel Strain Pole, F&I, Type PS-V	EA		5	\$
649-1-14	Steel Strain Pole, F&I, Type PS-VII	EA		5	\$

649-1-15	Steel Strain Pole, F&I, Type PS-VIII	EA	5	\$
649-1-16	Steel Strain Pole, F&I, Type PS-IX	EA	5	\$
649-31-101	Steel Mast Arm Assembly, (36')	EA	1	\$
649-31-102	Steel Mast Arm Assembly, (46')	EA	1	\$
649-31-103	Steel Mast Arm Assembly, (60')	EA	1	\$
649-31-104	Steel Mast Arm Assembly, (70.5')	EA	1	\$
649-31-105	Steel Mast Arm Assembly, (78')	EA	1	\$
649-31-106	Steel Mast Arm Assembly, (36'w/Luminaire)	EA	1	\$
649-31-107	Steel Mast Arm Assembly, (46'w/Luminaire)	EA	1	\$
649-31-108	Steel Mast Arm Assembly, (60'w/Luminaire)	EA	1	\$
649-31-109	Steel Mast Arm Assembly, (70.5'w/Luminaire)	EA	1	\$
649-31-110	Steel Mast Arm Assembly, (36'-36')	EA	1	\$
649-31-111	Steel Mast Arm Assembly, (36'-46')	EA	1	\$
649-31-112	Steel Mast Arm Assembly, (36'-60')	EA	1	\$
649-31-113	Steel Mast Arm Assembly, (36'-70.5')	EA	1	\$
649-31-114	Steel Mast Arm Assembly, (46'-46')	EA	1	\$
649-31-115	Steel Mast Arm Assembly, (46'-60')	EA	1	\$
649-31-116	Steel Mast Arm Assembly, (46'-70.5')	EA	1	\$
649-31-117	Steel Mast Arm Assembly, (60'-60')	EA	1	\$
649-31-118	Steel Mast Arm Assembly, (80'-70.5')	EA	1	\$
649-31-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA	1	\$
650-1-113	Traffic Signal - 1 Section, 1 Way, Polycarbonate	AS	5	\$
650-1-313	Traffic Signal - 3 Section, 1 Way, Polycarbonate	AS	30	\$
650-1-413	Traffic Signal - 4 Section, 1 Way, Polycarbonate	AS	1	\$
650-1-513	Traffic Signal - 5 Section, 1 Way, Polycarbonate	AS	20	\$
653-191	Pedestrian Signal - LED, 1 Way, Countdown-Standard	EA	25	\$
653-192	Pedestrian Signal - LED, 2 Way, Countdown-Standard	EA	15	\$
659-1-01	Signal Head-Retrofit Auxiliaries - Backplate-Black	EA	10	\$
659-1-03	Signal Head-Retrofit Auxiliaries - Disconnect Hanger	EA	25	\$
659-1-04	Signal Head-Retrofit Auxiliaries - Pivotal Hanger Assembly	EA	25	\$
659-1-05	Signal Head-Retrofit Auxiliaries - Tunnel Visor	EA	25	\$
659-1-06	Signal Head-Retrofit Auxiliaries - 12" LED Module-Standard	EA	50	\$
660-1-101	Loop Detector - Inductive, Type 1, 1 Channel, Relay Output, Shelf Mounted	EA	10	\$
660-1-102	Loop Detector - Inductive, Type 2, 1 Channel, Relay Output, Shelf Mounted, Time Delay	EA	10	\$

660-1-103	Loop Detector – Inductive, Type 3, 1 Channel, Solid State, Shelf Mounted	EA	10	\$
660-1-104	Loop Detector – Inductive, Type 4, 1 Channel, Solid State, Shelf Mounted, Time Delay	EA	10	\$
660-1-105	Loop Detector – Inductive, Type 5, 2 Channel, Solid State, Shelf Mounted	EA	10	\$
660-1-106	Loop Detector – Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted, Time Delay	EA	10	\$
660-1-107	Loop Detector – Inductive, Type 7, 4 Channel, Solid State, Shelf Mounted	EA	5	\$
660-1-108	Loop Detector – Inductive, Type 8, 4 Channel, Solid State, Shelf Mounted, Time Delay	EA	5	\$
660-1-109	Loop Detector – Inductive, Type 9, 2 Channel, Solid State, Rack Mounted	EA	5	\$
660-1-110	Loop Detector – Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Time Delay	EA	5	\$
660-1-111	Loop Detector – Inductive, Type 11, 4 Channel, Solid State, Rack Mounted	EA	5	\$
660-1-112	Loop Detector – Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Time Delay	EA	5	\$
660-2-101	Loop Assembly – Type A - (6'x50')	AS	25	\$
660-2-102	Loop Assembly – Type B - (6'x6')	AS	25	\$
660-2-106	Loop Assembly – Type F - (6'x50')	AS	25	\$
660-4-11	Vehicle Detection System-Video - Furnish & Install Cabinet Equipment	EA	1	\$
660-4-12	Vehicle Detection System-Video - Furnish & Install Above Ground Equipment	EA	1	\$
660-4-41	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA	1	\$
660-4-42	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA	1	\$
660-4-51	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA	1	\$
665-11	Pedestrian Detector – Pole or Controller Mounted Detector Station & Sign	EA	10	\$
665-12	Pedestrian Detector – Detector Station with Post & Sign	EA	10	\$
665-13	Pedestrian Detector – Detector with Sign Only	EA	10	\$
668-11	Detector Cabinet – Type I	EA	1	\$
668-12	Detector Cabinet – Type II	EA	1	\$
668-13	Detector Cabinet – Type III	EA	1	\$
668-14	Detector Cabinet – Type IV	EA	1	\$
668-15	Detector Cabinet – Type V	EA	1	\$
668-16	Detector Cabinet – Type VI	EA	1	\$
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS	5	\$
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS	1	\$
670-5-131	Traffic Controller Assembly, Special, One Pre-emption Plan	AS	5	\$
670-5-132	Traffic Controller Assembly, Special, Two Pre-emption Plans	AS	1	\$
671-2-11	Traffic Controller – NEMA	EA	15	\$
671-2-13	Traffic Controller – Special	EA	1	\$
671-2-41	Traffic Controller – Modify, NEMA	EA	1	\$
671-2-43	Traffic Controller – Modify, Special	EA	1	\$

678-1-101	Controller Accessories – Type 3 Conflict Monitor	EA		10	\$
678-1-102	Controller Accessories – Type 6 Conflict Monitor	EA		10	\$
678-1-103	Controller Accessories – Type 12 Conflict Monitor	EA		10	\$
678-1-104	Controller Accessories – Load switch	EA		100	\$
678-1-105	Controller Accessories – Type 3, Flasher	EA		25	\$
678-1-107	Controller Accessories – Type 1 Time Switch	EA		1	\$
678-1-108	Controller Accessories – Type 2 Time Switch	EA		1	\$
678-1-109	Controller Accessories – Type 3 Time Switch	EA		1	\$
678-1-110	Controller Accessories – Type 4 Time Switch	EA		1	\$
678-1-111	Controller Accessories – Power Reduction Assembly	EA		1	\$
678-1-112	Controller Accessories – Master Clock Unit	EA		5	\$
680-106	System Control Equipment – Communications Interface	EA		1	\$
680-111	System Control Equipment- Roadside Master	EA		1	\$
680-114	System Control Equipment- Central Modem Card	EA		1	\$
680-115	System Control Equipment- Autodial/Answer Ext Communications Modem	EA		1	\$
680-116	System Control Equipment – Fiber Optic, FSK Modem	EA		5	\$
683-107	System Communicator – System Communications Modem	LS		1	\$
684-11	System Communications Carrier – Multi-Pair Cable	LF		100	\$
684-12	System Communications Carrier – Coaxial Cable	LF		100	\$
684-14	System Communications Carrier – Fiber Optic Cable	LF		100	\$
685-105	System Auxiliaries – Master Clock Unit	EA		1	\$
685-108	System Auxiliaries – Equipment Cabinet, Type A	EA		1	\$
685-109	System Auxiliaries – Equipment Cabinet, Type B	EA		1	\$
685-110	System Auxiliaries – Equipment Cabinet, Type C	EA		1	\$
685-111	System Auxiliaries – Equipment Cabinet, Type D	EA		1	\$
685-127	System Auxiliaries – Telephone Connection Box	EA		1	\$
685-128	System Auxiliaries – Interface Panel	EA		1	\$
685-142	System Auxiliaries – Video Central Control Equipment	EA		1	\$
685-143	System Auxiliaries – Video Monitors	EA		5	\$
685-144	System Auxiliaries – Video System Support Equipment	EA		5	\$
685-155	System Auxiliaries – PLP FSK Card	EA		5	\$
685-156	System Auxiliaries – FSK Modem, Interface Panel Wall	EA		1	\$
685-157	System Auxiliaries – FSK Modem, Multiplexor Interface Panel	EA		1	\$
685-158	System Auxiliaries – FSK Modem, Interface Panel Rack	EA		1	\$



690-10	Signal Head Traffic Assembly – Removal	EA		12	\$
690-20	Signal Pedestrian Assembly – Removal	EA		8	\$
690-31	Signal Pedestal – Removal	EA		8	\$
690-32-1	Pole Removal, Shallow – Direct Burial	EA		4	\$
690-32-2	Pole Removal, Shallow – Bolt On Attachment	EA		4	\$
690-34-1	Complete Pole Removal - Deep, Direct Burial	EA		4	\$
690-34-2	Complete Pole Removal - Bolt on Attachment	EA		4	\$
690-50	Controller Assembly – Removal Complete Assembly	EA		10	\$
690-50-1	Controller Assemblies – Removal, Cabinet Assembly, Less Foundation	EA		5	\$
690-50-2	Controller Assembly – Removal, Controller Unit	EA		5	\$
690-60	Detector Vehicle Assembly – Removal	EA		15	\$
690-70	Detector Pedestrian Assembly – Removal	EA		4	\$
690-80	Span Wire Assembly – Removal	EA		2	\$
690-90	Conduit and Cabling – Removal	PI		1	\$
690-91	Signal Interconnect Cable – Removal	LF		500	\$
690-100	Signal Equipment – Miscellaneous Removal	PI		100	\$
699-1-1	Internally Illuminated Sign – Street Name, LED Edge Lit	EA		5	\$

Subtotal		
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Items not listed in the Bid Form

101-1	Mobilization	LS			\$
	Performance and Payment Bond	LS			\$

Subtotal		\$
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Project Total		
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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid

on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
 (signature)

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification)

\_\_\_\_\_  
 (Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

                      
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

**Names of Officers:**

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

---

(850) 488-9000 Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
**Click on ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
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19. **Advertising**
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22. **Facilities**
23. **Distribution of Certification of Contract**



**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

### **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer, to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

#### **Instructions to Offerors**

##### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 12-13.049, Signal Response Maintenance and Construction, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$500.00 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

**Performance and Payment Bonds**

The County may require the successful offeror(s) to furnish separate performance and payment bonds/a performance bond on the forms provided by the County. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Phone: (850) 595-4878, Fax: (850) 595-4807. Technical questions may be directed to Ken Canady, Transportation and Traffic Operations Division Phone: (850) 595-3484, Fax: (850) 595-3405.

5. **Bid**

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.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

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:

Transportation & Traffic Operations Division  
Attn: Ken Canady  
3363 West Park Place  
Pensacola, FL 32505

8. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

**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.

10. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **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.

12. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

13. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

14. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

15. **Award**

Award shall be made on an "all-or-none total" basis.

**Insurance Requirements**

16. **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.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a

minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

#### **General, 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 nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator  
Office of Purchasing, Room 11.101



P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807

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.

## **RESPONSE MAINTENANCE FOR TRAFFIC SIGNALS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee (Contract Manager), or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition.
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- e) *National Electric Code*, including latest revisions.

#### **1.2 DESCRIPTION OF WORK**

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the Contractor to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

- a) Receive notification
- b) Secure the site
- c) Diagnose the problem
- d) Perform interim repairs
- e) Log the activity
- f) Complete final repairs

The Escambia County Transportation and Traffic Operations Division generates the list of traffic signals to be maintained. The approximate number of signals to be maintained is listed below and will vary as new traffic signals are accepted for maintenance, existing signals are removed, and maintenance for specific signals is temporarily suspended due to construction activity. The Contract Manager will notify the Contractor in writing of traffic signals added to and deleted from the maintenance list.

## TRAFFIC SIGNALS

Emergency Vehicle	10
Intersection Beacon	43
Radar Speed Sign	14
School Beacon	77
Traffic Signal	182
<b>TOTAL</b>	<b>326</b>

These signals to include mast arm, span wire, pole mounted and solar powered type systems. For details of different types and configuration of equipment please contact Escambia County, Transportation and Traffic Operations.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

- a) The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, other facilities, and any necessary items to fully complete the work described in this specification.
- b) The Contractor shall keep in stock a sufficient number of spare controllers, controller cabinets, conflict monitors, modems, video detection equipment, etc. to provide operation of signals consistent with the performance standards described in Section 3.7.
- c) The Contractor shall return malfunctioning electronic equipment to the manufacturer for repair and testing to take advantage of warranty service and to update software. Contractor shall provide copy of the original invoice of repairs for documentation of work performed and any charges incurred.
- d) The Contractor shall have and operate a laptop computer capable of interfacing with video detection systems, and closed loop system software.
- e) The Contractor shall furnish certification from the equipment vendor that all new parts and equipment, when applicable, have been approved by the Florida Department of Transportation (FDOT) for use on public roads.
- f) Contractor shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work performed.

## **2.2 COUNTY-FURNISHED PARTS AND EQUIPMENT**

- a) The County may choose to furnish parts and equipment to the Contractor for specified work or for general replacement. If parts and/or equipment are furnished by the County, the Contractor will be required to sign a receipt and safeguard the equipment until it is used or retrieved by the County.
- b) The Contractor shall keep an electronic file of the inventory sheet of County-furnished parts and equipment and shall provide a current listing of such items to the Contract Manager within two business days upon request and when items are taken from or added to inventory.
- c) The County will furnish video detection systems, and closed loop system software to the Contractor.
- d) The Contract Manager may retrieve any County-furnished parts and equipment from the Contractor at any time during normal business hours.

## **2.3 REMOVED PARTS AND EQUIPMENT**

- a) Controllers, conflict monitors, and cabinets that are removed and are suitable for reuse shall be placed into the Contractor's inventory of County-furnished equipment. Such equipment shall be labeled as County property with the location from which it was removed.
- b) Parts and equipment that are removed and are deemed by the Contractor as suitable for reuse shall be placed into the Contractor's inventory of County-furnished equipment. The Contractor shall reuse such parts and equipment, when appropriate, before using new parts and equipment.
- c) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- d) Parts and equipment that are removed, and not suitable for reuse and have no salvage value, shall be properly disposed of by the Contractor at his expense.

## **PART 3 – EXECUTION**

### **3.1 AVAILABILITY**

- a) The Contractor shall provide 24-hour service. The contractor shall establish and maintain a telephone number where a Traffic Signal Technician, Level II or higher, can be contacted on a 24-hour basis during the term of the contract.
- b) Service calls after 4:30 PM on weekdays, during weekends, and holidays will be coordinated through the on-call Traffic Signal Technician, Level II or higher, during the aforementioned times without approval by the Contract Manager.

- c) Service calls after 4:30 PM on weekdays, during weekends, and holidays received from the general public and not classified as an emergency shall be documented and sent to the Contract Manager on the next business day.
- d) In the event the Contractor may anticipate that he will be unavailable for any period of time at the aforementioned telephone number, he shall so notify the Contract Manager. If the Contractor will be available at any other telephone number not on file with the County, the Contractor shall so notify the Contract Manager. It is intended that the Contractor shall, to the maximum extent practicable, take all reasonable steps to assure his availability for services.
- e) Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any worker who uses profane or abusive language either verbal or bodily, or who interferes with the work of a county or state inspector or disobeys the instructions of the Contract Manager shall be immediately and permanently discharged from work on this contract.

### **3.2 ADJUSTMENTS**

- a) The Contractor shall not change signal phasing and timing from approved settings except when directed by the Contract Manager or during emergency response to a malfunction. The Contractor is encouraged, however, to suggest phasing and timing changes, as needed, to correct problems or to increase efficiency.
- b) The Contractor shall make adjustments to loop detector sensitivity, video detection zones, and time clocks, as necessary for proper operation.
- c) Any changes made to settings shall be documented. A copy of the documentation should be left in the controller cabinet and scanned and emailed to the Contract Manager.

### **3.3 QUALIFICATIONS**

- a) The Contractor shall have a sufficient amount of prior satisfactory experience in the maintenance of all traffic signal components including, but not limited to closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall employ a minimum of three (3) persons certified "Traffic Signal, Level II", or higher. The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract. The Contractor shall employ a minimum of one (1) technician certified for video detection set-up and operation and shall provide a copy of the associated certificate to the Contract Manager prior to execution of the contract.

- c) Equipment testing such as conflict monitors and controllers shall be performed by a certified "Traffic Signal, Level III" bench technician.

### 3.4 OPERATIONS

- a) The Contractor, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by maintenance activity. If already damaged prior to arrival, the cost of such replacement may be charged to the County under the time and material rates. Therefore, the Contractor shall take before and after photos (2.1(f)) of damage and submit with invoice.
- b) All public land corners and monuments that are encountered shall be protected by the Contractor. Corners and monuments, which conflict with the work and are in danger of disturbance, shall be properly referenced by a Florida Registered Surveyor prior to the beginning of any work at the site. The Contractor shall assume all costs associated with the restoration of corners and monuments.
- c) The contractor shall locate (spot) signal and communication cable as requested by the Contract Manager, FDOT, utility companies, and other contractors.
- d) In the event of an emergency (i.e., hurricane, flood, etc.), costs associated with performing services shall be charged in accordance with hourly rates and parts/materials schedule.
- e) Gulf Power outages, during after hour calls:
- Technician of record shall stay in contact with Gulf Power representative until power is stored.
  - Upon notification of power restored, respond within two (2) hours and verify that location is operating properly.
  - In case of power failure at coordinated systems the technician shall verify the following:  
  
Communications transmitting/receiving  
Operation of time of day plan  
Controller Settings; time of day, day of week, daylight savings  
Re-install timings if lost and save to eeprom
- f) Maintenance of overhead equipment, such as aerial mounted equipment, mast arms and span wires:
- Aerial Mounted Equipment: clean signal lenses, signs, brackets, and reflectors, replace incandescent lamps, substandard hardware, defective lenses and reflectors; check gaskets for water infiltration and deterioration; check for head alignment, cracks or rust in hardware, hoods, wing nuts, hinges, wear on signal wire, mechanical hardware and condition of back plates.

- **Span Wire:** check condition of span and tether wires, clevis pins, clamps and hardware, remove excessive slack.
  - **Mast Arms:** check clamps, hardware connection bolts for rust, and tightness; prime and spot paint as required.
  - The basis for this maintenance will be conducted through a work order issued by the Contract Manager. Also, the Contract Manager shall approve the complete replacement of signal heads, mast arms and span wire. The cost of such replacement shall be charged to the County under the time and material rates.
- g) Conflict monitors shall be bench tested, not field tested, by using a certified conflict monitor test fixture following manufacturer's recommended testing procedures.

### **3.5 REPORTS**

- a) The Contractor shall prepare an electronic maintenance record and an electronic invoice for each trouble call received. Format shall be specified and/or approved by the Contract Manager. Each maintenance record shall contain the following information:
- Location and signal identification number.
  - Service requested or trouble reported; name of person that made the request or report; date and time received.
  - Person that responded; date and time of arrival at the site; problem found; work completed; date and time work was completed.
  - Maintenance record number.
  - List of materials, parts, and equipment used.
  - List of man-hours by employee and classification.
  - Attach as documentation a copy of vendor invoices.
  - County-furnished parts and equipment used shall be noted as such.
  - Adjustments made to equipment in controller cabinet.
  - Serial numbers and dates of manufacture from equipment removed and new/refurbished equipment installed.
  - Photos of "before" and "after" at each location.
- b) Each maintenance record shall be completed in full and transmitted to the Contract Manager within three (3) business days of completion of work. Such record may also serve as the contractor's invoice for the work performed.
- c) Invoices submitted separately from a maintenance record shall be transmitted to the Contract Manager within (30) calendar days of completion of work, except for work completed in the last two weeks of each fiscal year (Sept. 16<sup>th</sup> thru Sept. 30). Invoices for work completed in this time frame shall be transmitted to the Contract Manager on or before October 7<sup>th</sup>. Invoices submitted inconsistent with the time limitations stated herein may not be approved for payment.



- d) Conflict monitor bench testing: a print-out of the original test results shall be given to the Contract Manager and a copy will remain with the unit tested.
- e) Contractor may request addendum for material pricing in the contract. Contract Manager will forward approved addendum requests to the Board of County Commissioners for approval of the contract modification.
- f) All documentation shall be submitted electronically.

### **3.6 RESPONSE MAINTENANCE**

#### **3.6.1 TASK PRIORITIES**

The Contractor shall arrive at the work site according to the schedule outlined below. The order of priorities during initial response is (1) make the area safe to work in; (2) make the site safe for the traveling public; and (3) identify the problem and make repairs. Repairs which involve the replacement of small electrical and/or electronic parts and equipment (e.g., lamps, LEDs, loop detector amplifiers, load switches) shall be completed during the time of initial response.

#### **3.6.2 RESPONSE TIMES**

- Trouble calls during weekday hours of 8:00 AM and 4:30 PM, excluding legal holidays: One (1) hour.
  - Trouble calls at all other times: Two (2) hours.
  - Location (spotting) of signal equipment: Two (2) business days.
- a) If the Contractor fails to respond within the times specified, the County may charge for non-performance as set forth at the end of Part 3 of this contract and may procure the work to be performed by another contractor and charge back to the Contractor the cost incurred plus an administrative fee of 10%.
  - b) Response time for after-hours service calls (4:31 PM to 7:59 AM) and weekends/holidays shall be reviewed and initiated by the "Traffic Signal, Level II" technician who shall be responsible for determining the proper response time. The following are typical applications for response times:

##### Two-Hour Response Time:

- Intersection completely out
- Cabinet/pole knockdown
- Dual signal indications out
- Left/right turn signal indications out
- Not cycling properly

##### Next Day Response:

- Single signal indication out on thru phases only

- Activating without demand
- c) Severe weather conditions (included but not limited to):
  - Heavy rain
  - High winds
  - Fog
  - Tornado warnings
  - Tropical storms
  - Hurricanes

Work shall commence as soon as conditions improve or warnings are lifted by National Weather Service.

- d) Conflict Monitor bench testing will be initiated only upon receipt of work orders issued by the Contract Manager.

### **3.7 REPAIR TIME**

- a) The Contractor shall complete work, which typically cannot be finalized during initial response according to the schedule outlined below.
  - Pole knockdown or damage: restore safe operation within 24 hours; order replacement pole within one (1) business day; install new pole within five (5) business days upon receipt.
  - Pedestrian pedestal knockdown: install new pedestal assembly within five (5) business days.
  - Sign knockdown or damage: advise the Contract Manager within one (1) business day; the County will furnish a new sign; install new sign within five (5) business days upon receipt.
  - Controller cabinet collision: replace cabinet with county stock or rental within eight (8) hours; order replacement equipment within one (1) business day; install new cabinet within five (5) business days upon receipt.
  - Controller, master, or conflict monitor failure: replace unit with spare within four (4) hours; order replacement unit or ship unit to manufacturer for repair within one (1) business day; install replacement unit within five (5) business days upon receipt.
  - Loop assembly failure: temporary splice if possible and install new loop assembly within five (5) business days. Test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
  - Signal assembly knockdown: install new signal assembly within 24 hours.

- Span wire knockdown or damage: notify law enforcement for traffic control; install new span wire within 24 hours.
  - Communication cable failure: If communication cable is found to be damaged, document findings and provide Contract Manager with a written repair estimate within five (5) business days. The Contract Manager will re-issue a part "B" work order for repairs.
  - Grounding failure or damage: install new grounding within five (5) business days. Test each new ground assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (RE: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
  - Conflict monitors shall be bench tested and re-installed within five (5) business days of work order issued by County.
  - All final repairs other than those listed above shall be completed within (30) calendar days after interim repairs have been performed.
- b) The Contract Manager may order service and minor design modifications (e.g., signal display adjustments, detector modifications and timing changes). The Contractor shall complete such service orders within ten (10) business days.
- c) If the Contractor fails to respond within the times specified, the County may charge penalties for non-performance as set forth in the Bid Sheet and may procure the work to be performed by another contractor and charge back to the Contractor the cost so incurred plus an administrative fee of 10%.

**CHARGES FOR NON-PERFORMANCE**  
(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$250
Failure to Respond to Trouble Call Within Specified Time	\$500
Failure to Complete Repair Within Specified Time	\$500
Failure to Comply with FDOT Maintenance of Traffic Standards	\$500

Appendix "A"

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: \_\_\_\_\_

LOOP ASSEMBLY RESISTANCE

Loop Location/No.	Series Resistance	Insulation Resistance
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

GROUND ROD RESISTANCE

Rod Location	Resistance
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE  
 IMSA Level II - Certified Technician

DATE

CONSTRUCTION OF TRAFFIC SIGNALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Systems*, latest edition.

## **CONSTRUCTION OF TRAFFIC SIGNALS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- e) *National Electric Code*, including latest edition.

#### **1.2 DESCRIPTION OF WORK**

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of Work Orders which will identify a specific scope and location.

### **PART 2 - PRODUCTS**

#### **2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT**

- a) The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities and things necessary to fully complete the work described in this specification.
- b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition.

#### **2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR**

Where the plans or Work Order includes installation of County-furnished equipment, the County will turn over such equipment to the Contractor when the construction progress allows or as designated in the plans or Work Order. The County will bear the costs of correcting any defects in the equipment stored prior to Contractor's start date that was found by the Contractor. The Contractor will maintain the equipment in proper operational condition after pick-up at no cost to

the County until either final acceptance or the equipment is returned to the County.

## **2.3 REMOVED PARTS AND EQUIPMENT**

- a) Equipment that is removed and deemed by the Contractor as suitable for reuse shall be delivered to the County as indicated on the construction plans or Work Order or placed into the Contractor's inventory of County-furnished equipment. Such equipment shall be labeled as County property with the location from which it was removed.
- b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- c) Parts and equipment that are removed, and are not suitable for reuse and without salvage value, shall be properly disposed by the Contractor at his expense.

## **PART 3 - EXECUTION**

### **3.1 QUALIFICATIONS**

- a) The Contractor shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level, or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

### **3.2 OPERATIONS**

- a) The Contractor, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by maintenance activity. If already damaged prior to arrival, the cost of such replacement may be charged to the County under the time and material rates. The Contractor shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work is performed.
- b) All public land corners and monuments encountered shall be protected by the Contractor. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.

- c) The Contractor shall assume all costs associated with restoration of corners and monuments.
- d) The Contractor shall coordinate and perform service transfers and adjustments with Gulf Power Company.
- e) The Contractor shall remove all surplus materials from the right-of-way within 24 hours.
- f) The Contractor warrants his workmanship for one (1) year following conditional acceptance of the work.
- g) The Contractor agrees to correct any defect in workmanship within 10 business days of receipt of notice from the Contract Manager.

### **3.3 REPORTS**

- a) The Contractor shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.
- b) The Contractor shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

### **3.4 COMPLETION TIME**

The Contractor shall complete work according to the schedule specified in the Work Order. Typically, completion time will be specified according to the representative schedule provided below.

- a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: complete within 60 days.
- b) Construct new multi-phase traffic signal: Order equipment from vendors within 10 business days from date of Work Order. Complete installation within 30 days upon receipt of all equipment from vendors.
- c) Install signal head and/or cable to create a left-turn phase: complete within 30 days.
- d) Install new controller assembly: Order equipment from vendor within 5 business days from date of Work Order. Complete installation within 30 days upon receipt from vendor.
- e) Install pedestrian detector station with or without signals: complete within 30 days.
- f) Install new loop assembly: complete within 10 business days.



**CHARGES FOR NON-PERFORMANCE**

**(Per Occurrence):**

Failure to Transmit Maintenance Record Within Five (5) Business Days	\$250
Failure to Respond to Trouble Call Within Specified Time	\$500
Failure to Complete Repair Within Specified Time	\$500
Failure to Comply with FDOT Maintenance of Traffic Standards	\$500

**3.5 INSPECTION AND ACCEPTANCE OF WORK**

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the *FDOT Standard Specifications for Road and Bridge Construction*, latest edition, shall apply unless otherwise specified in the Work Order.

**BID FORM**  
**Specification Number 12-13.049**  
**SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

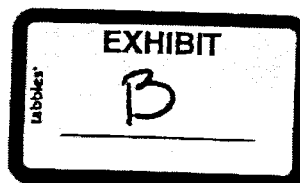
Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: August 9, 2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Signal Response Maintenance and Construction 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: Ingram Signalization, Inc.

RESPONSE MAINTENANCE		Company Name	
	Bid Rate	Est. Qty	Ext
Technician - IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR	55.00	1255	69025.00
Technician - IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM)/HR	65.00	80	5200.00
Technician - IMSA Level II (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	75.00	730	54750.00
Technician - IMSA Level III (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	80.00	40	3200.00
Technician Assistant (Mon-Fri, 8:00 AM-4:30 PM)/HR	30.00	1255	37650.00
Technician Assistant (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	40.00	40	1600.00
Office Assistant/HR	25.00	627	15675.00
Aerial Bucket Truck (Standard) /HR	20.00	1200	24000.00
Aerial Bucket Truck (Large)/HR	30.00	55	1650.00
Service Truck/HR	20.00	730	14600.00
Maintenance of Traffic (Message Board Rental)/DAY	15.00	10	150.00
Utility Coordination (Sunshine Spots)/PI	200.00	10	2000.00
Timing Implementation/PI	100.00	5	500.00
Timing Adjustment, Systems (Coordinated)/PI	150.00	5	750.00
Timing Adjustment, Intersections (Non-Coordinated)/PI	100.00	5	500.00
Bench Testing (Conflict Monitor)/EA	125.00	50	6250.00
Temporary Controller/Monitor Rental/DAY	25.00	25	625.00
Temporary Traffic Signal Operation, Generator Rental/HR	20.00	5	100.00
Temporary Traffic Signal Cabinet, During Knock-Down Rental/Day	10.00	5	50.00
	Subtotal		238275.00
<b>PARTS AND MATERIALS - FURNISH</b>			
Markup (%) - Material Acquisition	20 %	5,000	1000.00
	Subtotal		1000.00



	Bid Rate	Est. Qty	Est.
<b>620 - GROUNDING ELECTRODE:</b>			
10 ft. 5/8" Ground Rod/EA	40.00	100	4000.00
20 ft. 5/8" Ground Rod/AS	80.00	50	4000.00
	Subtotal		8000.00
<b>630 - CONDUIT - Schedule 40:</b>			
1/2" 10 ft. Section/EA	5.00	100	500.00
1" 10 ft. Section/EA	6.00	100	600.00
Conduit, 2" (Above Ground)/LF	3.00	200	600.00
Conduit, 2" (Underground)/LF	1.00	500	500.00
Conduit, 2" (Under Pavement/Jacked)/LF	3.00	500	1500.00
Conduit, 1" Clamp/EA	0.30	100	30.00
Conduit, 2" Clamp/EA	0.50	100	50.00
Coupling, 1/2"/EA	0.25	50	12.50
Coupling, 1"/EA	0.27	50	13.50
Coupling, 2"/EA	0.65	200	130.00
90 degree elbow, 1/2"/EA	1.00	100	100.00
90 degree elbow, 1"/EA	1.00	100	100.00
90 degree elbow, 2"/EA	1.25	100	125.00
	Subtotal		4261.00
<b>IMSA Signal Cable Color Code: White/Black/Green/Red/Orange/Blue/LF</b>			
16-Conductor/LF	2.67	250	667.50
12-Conductor/LF	2.00	250	500.00
9-Conductor/LF	1.15	250	287.50
7-Conductor/LF	1.55	500	775.00
	Subtotal		2230.00
<b>633 - INTERCONNECT CABLE:</b>			
Interconnect Cable/PSK Wire (Overhead) - 6-22-AL-F8/LF	2.50	1000	2500.00
Interconnect Cable/6-22-AL-F8/LF	2.50	1000	2500.00
Interconnect Cable/Fiber Optic (Underground)/LF	2.25	1000	2250.00
Buried Cable Warning Marker (Per Detail)/EA	40.00	1000	4000.00
	Subtotal		11250.00
	Bid Rate	Est. Qty	Est.
<b>634 - SPAN WIRE:</b>			

Span Wire (One Wire/Perpendicular)/PI	250.00	1	250.00
Span Wire (One Wire/Diagonal)/PI	250.00	1	250.00
Span Wire (One Wire/Box)/PI	900.00	1	900.00
Span Wire (Two Wire/Perpendicular)/PI	300.00	1	300.00
Span Wire (Two Wire/Diagonal)/PI	300.00	1	300.00
Span Wire (Two Wire/Box)/PI	900.00	1	900.00
Adjustable Hanger/EA	51.00	25	1275.00
Disconnect Hanger/EA	200.00	25	5000.00
Extension Hanger/EA	39.00	25	975.00
Span Wire Hanger (2079-S) with SS Bushing (Single Cable Support)/EA	41.00	25	1025.00
Span Wire Clamp/EA	41.00	25	1025.00
Sign Bracket, Mast Arm Type (1-Way)/EA	159.00	5	795.00
Mast Arm Signal Bracket/EA	192.00	5	960.00
Sign Bracket/Span Wire Type (1-Way)/EA	125.00	5	625.00
Sign Bracket/Span Wire Type (2-Way)/EA	130.00	5	650.00
Eye Bolt/EA	6.00	25	150.00
All Thread/5/8"/LF	1.00	25	25.00
Span Wire Insulator/12"/EA	200.00	5	1000.00
Guy Anchor, 6"/EA	150.00	5	750.00
Guy Wire/1/4"/LF	1.00	100	100.00
Guy Wire/3/8"/LF	1.00	500	500.00
Span Wire Splice/1/4"/EA	15.00	25	375.00
Span Wire Splice/3/8"/EA	23.00	25	575.00
Guy Wire Vise/1/4"/EA	12.00	25	300.00
Guy Wire Vise/3/8"/EA	28.00	25	700.00
Slip fitted/4 1/2"/EA	45.00	25	1125.00
		Subtotal	20830.00
<b>635 - PULL BOX OR JUNCTION BOX:</b>			
Pull Box/EA	141.00	25	3525.00
Aerial Junction Box/EA	75.00	5	375.00
Mounted Junction Box/EA	100.00	20	2000.00
Fiber Optics/EA	700.00	10	7000.00
Special/EA	1125.00	1	1125.00
		Subtotal	14025.00
<b>639 - ELECTRICAL SERVICE:</b>			
Electrical Power Service/AS	215.00	1	215.00
Electrical Service Wire/LF	1.00	500	500.00
Electrical Service Disconnect/EA	150.00	1	150.00
		Subtotal	865.00

	Bid Rate	Est. Qty	Ext.
<b>641 - CONCRETE STRAIN POLE:</b>			
<b>Concrete Strain Pole N-IV:</b>			
20' - 26'/EA			
28' - 34'/EA	1011.00	1	1011.00
36' - 42'/EA	1131.00	1	1131.00
42' - 50'/EA	2500.00	1	2500.00
	2700.00	1	2700.00
<b>Concrete Strain Pole N-V:</b>			
20' - 26'/EA			
28' - 34'/EA	1526.00	1	1526.00
36' - 42'/EA	1835.00	1	1835.00
42' - 50'/EA	2535.00	1	2535.00
	3200.00	1	3200.00
<b>Concrete Strain Pole N-VI:</b>			
20' - 26'/EA			
28' - 34'/EA	1670.00	1	1670.00
36' - 42'/EA	2020.00	1	2020.00
42' - 50'/EA	2795.00	1	2795.00
	3560.00	1	3560.00
<b>Concrete Strain Pole N-VII:</b>			
20' - 26'/EA			
28' - 34'/EA	1970.00	1	1970.00
36' - 42'/EA	2500.00	1	2500.00
42' - 50'/EA	3300.00	1	3300.00
	3770.00	1	3770.00
<b>Concrete Strain Pole N-VIII:</b>			
20' - 26'/EA			
28' - 34'/EA	2150.00	1	2150.00
36' - 42'/EA	2665.00	1	2665.00
42' - 50'/EA	3425.00	1	3425.00
	3945.00	1	3945.00
	<b>Subtotal</b>		<b>50208.00</b>
<b>643 - WOOD POLE:</b>			
<b>Class 5 Wood Strain Pole/35'/EA</b>			
Wood Strain Pole/6" Top x 16'/60 CCA SYP Poles (Treated)/EA	500.00	1	500.00
	200.00	1	200.00
	<b>Subtotal</b>		<b>700.00</b>

	Bid Rate	Est. Qty.	Ext.
<b>650 - TRAFFIC SIGNAL:</b>			
Traffic Signal/12" (1 Section, 1 Way)/AS			
Traffic Signal/12" (2 Section, 1 Way)/AS	125.00	10	1250.00
Traffic Signal/12" (3 Section, 1 Way)/AS	215.00	5	1075.00
Traffic Signal/12" (4 Section, 1 Way)/AS	225.00	25	5625.00
Traffic Signal/12" (5 Section, 1 Way)/AS	330.00	1	330.00
Traffic Signal/12" (1 Section, 2 Way)/AS	375.00	10	3750.00
Traffic Signal/12" (2 Section, 2 Way)/AS	338.00	1	338.00
Traffic Signal/12" (3 Section, 2 Way)/AS	575.00	1	575.00
Traffic Signal/12" (4 Section, 2 Way)/AS	795.00	10	7950.00
Traffic Signal/12" (5 Section, 2 Way)/AS	1025.00	1	1025.00
Signal Lens/12" Plastic/EA	1260.00	1	1260.00
Signal Lens/12" Glass/EA	15.00	1	15.00
Signal Lamp Reflector/12"/EA	15.00	1	15.00
Signal Visor/12"/EA	30.00	1	30.00
Signal Bracket (1W)/EA	25.00	10	250.00
Signal Bracket (2W)/EA	100.00	10	1000.00
Signal Back Plate/1 Section/EA	225.00	10	2250.00
Signal Back Plate/3 Section/EA	77.00	10	770.00
Signal Back Plate/5 Section/EA	100.00	25	2500.00
	168.00	25	4200.00
		Subtotal	34208.00
<b>653 - PEDESTRIAN SIGNAL :</b>			
Pedestrian Signal (LED Countdown)/EA	395.00	25	9875.00
Pedestrian Signal Lens/EA	28.00	1	28.00
Pedestrian Signal Housing (Ped Can)/EA	165.00	10	1650.00
Aluminum Pedestal (Pedestrian Signal, Flashing Beacon)/EA	386.00	25	9650.00
Concrete Pedestal/Type II (Power Service)/EA	386.00	10	3860.00
		Subtotal	25063.00
<b>659 - 12" LED MODULE:</b>			
Green/EA	66.00	100	6600.00
Red/EA	60.00	25	1500.00
Yellow/EA	64.00	25	1600.00
Green Arrow/EA	66.00	15	990.00
Red Arrow/EA	60.00	15	900.00
Yellow Arrow/EA	63.00	15	945.00
Yellow (12v)/EA	88.00	15	1320.00
Signal Lamp (3M Optical)/EA	10.00	25	250.00

		Subtotal	14105.00
	Bid Rate	Est. Qty.	Ext.
<b>660 - LOOP ASSEMBLY AND DETECTOR:</b>			
Loop Assembly/Type A/6'x20'/EA			
Loop Assembly/Type A/6'x 50'/EA	200.00	1	200.00
Loop Assembly/Type B/6' x 6'/EA	300.00	25	7500.00
Loop Assembly/Type D/6'x50'/EA	200.00	25	5000.00
Loop Assembly/Type E/4'x16'/EA	300.00	1	300.00
Loop Assembly/Type F/6'x20'/EA	100.00	1	100.00
Loop Assembly/Type F/6'x50'/EA	300.00	1	300.00
Loop Assembly/Type G/(4) Type "B" 6'x6'/EA	400.00	25	10000.00
Loop Detector/1 Channel/Relay Output/Shelf Mount/EA	400.00	1	400.00
Loop Detector/1 Channel/Relay Output/Shelf Mount/Time Delay/EA	140.00	10	1400.00
Loop Detector/1 Channel/Solid State/Shelf Mount/EA	155.00	10	1550.00
Loop Detector/1 Channel/Solid State/Shelf Mount/Time Delay/EA	200.00	10	2000.00
Loop Detector/2 Channel/Solid State/Shelf Mount/EA	200.00	10	2000.00
Loop Detector/2 Channel/Solid State/Shelf Mount/Time Delay/EA	250.00	10	2500.00
Loop Detector/2 Channel/Solid State/Shelf Mount/Time Delay/EA	250.00	10	2500.00
Loop Detector/4 Channel/Solid State/Shelf Mount/EA	300.00	1	300.00
Loop Detector/4 Channel/Solid State/Shelf Mount/Time Delay/EA	300.00	1	300.00
Loop Detector/2 Channel/Solid State/Rack Mount/EA	200.00	10	2000.00
Loop Detector/2 Channel/Rack Mount/Time Delay/EA	200.00	10	2000.00
Loop Detector/4 Channel/Solid State/Rack Mount/EA	250.00	1	250.00
Loop Detector/4 Channel/Solid State/Rack Mount/Time Delay/EA	250.00	1	250.00
Surge Arrestor (Inductance Loop Amplifier)/EA	25.00	10	250.00
Home Run Cable (Replacement)/LF	2.00	500	1000.00
		Subtotal	42100.00
<b>660-4 - Vehicle Detection System-Video</b>			
Aldis, 360 degree 10" diameter x 9" Fisheye Camera / EA	3845.00	1	3845.00
Aldis, GRIDSMART Control Unit for TS1 and TS2 Traffic Control Cabinets/EA	13567.00	1	13567.00
16" LCD Monitor for Aldis System/EA	500.00	1	500.00
		Subtotal	17912.00
<b>665 - PEDESTRIAN DETECTOR (Pole Mounted Station):</b>			
Pedestrian Detector (Station with Post)/AS	200.00	1	200.00
Detector Sign (Pedestrian)/EA	22.00	50	1100.00
Push Button (Pedestrian Detector)/EA	60.00	50	3000.00



	Subtotal		4300.00
	Bid Rate	Est. Qty.	Ext.
<b>670 - FLASHING BEACON ASSEMBLY/COMPONENTS (Pole Mounted Cabinet):</b>			
School Beacon Assembly 120v RTC AP21 Complete Operational System/AS			
Flashing Beacon Controller Assembly/AS	3000.00	1	3000.00
PB-5100 15' Aluminum Pole/EA	565.00	1	565.00
PB-5306 Anchor Bolts/EA	358.00	25	8950.00
PB-5335 Square Aluminum Base with Aluminum Door/EA	10.00	100	1000.00
PB-5325 Collar Assembly for Square Base/EA	160.00	25	4000.00
SE-1100 4.5' OD Post Mounting Kit/EA	75.00	25	1875.00
SE-1002 Flasher Cabinet Assembly with Police Type One Lock/EA	45.00	25	1125.00
SE-0513 Tri-Stud Adapters/EA	505.00	5	2525.00
SH-0206 U-Bolt Sign Assembly Kit/EA	35.00	25	875.00
	30.00	25	750.00
	Subtotal		24665.00
<b>Flashing Beacon Controller Assembly/Solar Powered/Pole Mounted/Per Detail:</b>			
Carmanah R247 Series 24-Hour Flashing Warning Beacon/AS	3500.00	1	3500.00
Carmanah R820 Series Crosswalk Beacon/AS	3500.00	1	3500.00
Carmanah R829 Series/Sch Zone Bcn/w/Calendar-Based Software/AS	4200.00	1	4200.00
	Subtotal		11200.00
<b>School Time Clock:</b>			
Naztec Series 100/365 Day Programmable/EA	375.00	1	375.00
RTC AP21/365 Day Programmable/EA	452.00	10	4520.00
ELTEC/NTC-17E/365 Day Programmable/EA	452.00	1	452.00
AP22/Time Switch/EA	759.00	1	759.00
CPR2102G/Pager Programmable Time Switch/EA	1285.00	1	1285.00
RTC, AP22/365 Day Programmable/EA	565.00	1	565.00
1520 Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	8200.00	1	8200.00
1820 Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	8200.00	1	8200.00
	Subtotal		24356.00
<b>Fuse:</b>			
Conflict Monitor/Fuse/1/2 Amp (Slo Blo)/EA	1.00	25	25.00
Conflict Monitor/Fuse/2 Amp/EA	1.00	25	25.00
Controller Fuse/3/4 Amp/24 VDC/EA	1.00	25	25.00

Controller Fuse/1 1/4 Amp (Slo Blo)/EA	1.00	25	25.00
	Subtotal		100.00
	Bid Rate	Est. Qty.	Ext.
<b>Flashing Beacon Assembly/Components (Solar Powered/Pole Mounted)</b> <b>(Information Display Company):</b>			
18' Aluminum Pole/EA			
55 Watt, Solar Power Panel Kit Complete for Speed Check Displays/EA	562.00	1	562.00
Solar Panel Racking/EA	700.00	1	700.00
Solar Pole-Mounted Battery Box/EA	200.00	1	200.00
	300.00	1	300.00
School Flashing Beacon Assembly - Model 1520, 12v Solar Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS	7015.00	1	7015.00
School Flashing Beacon Assembly - Model 1820, 12v Solar Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS	7307.00	1	7307.00
	Subtotal		16084.00
<b>670-5-121 - EMERGENCY GENERATOR POWER HOOK-UP:</b> <b>(Inc Pre-Assembled Harness/Gasket/Clamp/Splice/Per FDOT Dist 3 Spec)/AS</b>			
	500.00	1	500.00
	Subtotal		500.00
<b>671 - TRAFFIC SIGNAL CONTROLLERS:</b>			
<b>Controller (Isolated):</b>			
Naztec/920/Nema/TS1/8 Phase/EA	2900.00	1	2900.00
Peak/LMD - 9200/NEMA/TS-1/8 Phase/EA	2500.00	1	2500.00
Peak/3000E/NEMA/TS-1/8 Phase/EA	5575.00	1	5575.00
Controller Type (Interconnect 860 NM Fiber Optic, Closed Loop):			
Peak 3000E NEMA/TS-1/8 Phase/EA	4950.00	1	4950.00
Peak M3000 (Master) NEMA/TS-1/8 Phase/EA	7210.00	1	7210.00
Controller Type (Interconnect FSK Wire, Closed Loop):			
Peak 3000E NEMA/TS-1/8 Phase/EA	5450.00	1	5450.00
Peak M3000 (Master) NEMA/TS-1/8 Phase/EA	7210.00	1	7210.00
Refurbished Controller (Closed Loop):			
Peak 3000E NEMA/8Phase/TS-1/Fiber Optic/EA	4925.00	1	4925.00
Peak 3000E NEMA/8Phase/TS-1/FSK/EA	4925.00	1	4925.00
Peak ATC-1000 Controller/EA	6770.00	1	6770.00
	Subtotal		52415.00

<b>676 - BASE MOUNTED CONTROLLER CABINET:</b>			
NEMA/SOP 10/8 Phase/TS-1 (2) Preemption Plans (Per FDOT District 3 Specifications)/EA		1	
	10754.00	1	10754.00
<b>676 - Cont.</b>	<b>Bid</b>		
	<b>Rate</b>	<b>Est. Qty</b>	<b>Ext.</b>
NEMA/SOP 10/8 Phase/TS-1/Communications/Master (Per FDOT District 3 Specifications)/EA	11233.00	1	11233.00
NEMA/SOP 10/8 Phase/TS-1/Communications/Master/Video Detection (Per FDOT District 3 Specifications)/EA	11700.00	1	11700.00
		<b>Subtotal</b>	<b>33687.00</b>
<b>Peek Controller Cabinet:</b>			
NEMA/SOP 10/8 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	15000.00	1	15000.00
NEMA/4 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	11900.00	1	11900.00
		<b>Subtotal</b>	<b>26900.00</b>
<b>MISCELLANEOUS SIGNAL EQUIPMENT:</b>			
Peek Double Diamond NEMA/TS-1/CMU/EA	1265.00	1	1265.00
Conflict Monitor/Naztec/NM512/LCD/TS-1 (Used)/EA	400.00	1	400.00
Peek ELRA Conflict Monitor (Used)/EA	400.00	1	400.00
Loadswitch/EA	37.00	200	7400.00
Flash Transfer Relay/EA	62.00	25	1550.00
Surge Arrestor (Closed Loop Communication Line)/EA	100.00	1	100.00
Controller/Peek VideoTrak Plus/EA	5000.00	1	5000.00
Camera/Peek VPK351-B VideoTrak/EA	2500.00	1	2500.00
Video System/9" Blk & Whit Camera Monitor (Arm Electronics) or Equal/EA	325.00	1	325.00
Video System/Peek Uni Trak Detector Card (TS-1)/EA	4920.00	1	4920.00
Solar System/12V Sealed Battery (Back-Up)/EA	350.00	1	350.00
Power Supply/Peek NEMA PS 100/EA	500.00	1	500.00
Cabinet Fan/EA	30.00	10	300.00
Police Manual Control Button/EA	50.00	1	50.00
Phone Modem/2400 Baud Rate/EA	425.00	1	425.00
Phone Modem/56LK Baud Rate/EA	425.00	1	425.00
Pedestrian Isolator Board (Peek NEMA Cabinet)/EA	300.00	10	3000.00
1/4" Nail-In Anchor/EA	1.00	200	200.00
Blacktop Patch/EA	8.00	50	400.00
#12 Fork Terminals/EA	0.40	1000	400.00
Tie Wraps/EA	0.50	1000	500.00
#6 THHN Wire/LF	1.00	100	100.00
SEOW or "SO" 10-3, AWG Copper Cable/LF	1.00	500	500.00
Hand Hole Cover (Mast Arm)/EA	45.00	10	450.00
Foundation (Controller Cabinet)/EA	500.00	5	2500.00

Concrete Pad/EA	300.00	5	1500.00
24"x36" Concrete Base w/Ground Rod/EA	200.00	10	2000.00
Anchor Bolts/EA	10.00	100	1000.00
US Robotics, US5686G / 56K / V.92 Serial Controller Fax Modem/EA	425.00	10	4250.00
Peek IQ Connect, Model M3000 Translator/EA	1398.00	1	1398.00
Misc. Signal Equipment continued	Bid Rate	Est. Qty	Ext.
Iteris, Vantage Edge 2 processor module, Rack Mounted Video Card/EA	4918.00	1	4918.00
EDI, PS 200 ShelfPower Supply/EA	445.00	5	2225.00
Coby Electronics Corp. 10" Portable Digital TFT/LCD Color TV/Monitor/EA	702.00	1	702.00
		Subtotal	51953.00
		TOTAL	767192.00

\* Estimated quantities are for cost comparison only

### CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

### SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Terms of Payment  
(Check one) Net 30 Days \_\_\_\_\_ 2% 10th Prox \_\_\_\_\_

County Permits/Fees required for this project:

Permit \_\_\_\_\_ Cost \_\_\_\_\_  
None Known

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

Concrete Pad/EA	300.00	5	1500.00
24"x36" Concrete Base w/Ground Rod/EA	200.00	10	2000.00
Anchor Bolts/EA	10.00	100	1000.00
US Robotics, US5686G / 56K / V.92 Serial Controller Fax Modem/EA	425.00	10	4250.00
Peek IQ Connect, Model M3000 Translator/EA	1398.00	1	1398.00
Misc. Signal Equipment continued	Bid Rate	Est. Qty	Ext.
Iteris, Vantage Edge 2 processor module, Rack Mounted Video Card/EA	4918.00	1	4918.00
EDI, PS 200 Shelf/Power Supply/EA	445.00	5	2225.00
Coby Electronics Corp. 10" Portable Digital TFT/LCD Color TV/Monitor/EA	702.00	1	702.00
		Subtotal	51953.00
		<b>TOTAL</b>	<b>767192.00</b>

\* Estimated quantities are for cost comparison only

### CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 7/24/13 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

### SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
Document Number 1959

Occupational License No. 84219

Florida DBPR Contractor's License, Certification and/or  
Registration No. EC13004309

Type of Contractor's License, Certification and/or  
Registration Electrical

Expiration Date: 8/31/2014

Terms of Payment  
(Check one) Net 30 Days \_\_\_\_\_ 2% 10th Prox \_\_\_\_\_

County Permits/Fees required for this project:

Permit \_\_\_\_\_ Cost \_\_\_\_\_  
None Known

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

Bidder: Ingram Signalization, Inc.

By: William D. Wilson

Signature: \_\_\_\_\_

Title: Vice-President

Address: 4522 North Davis Hwy.  
Pensacola, FL 32503

Person to contact concerning this bid:

William D. Wilson

Phone/Toll Free/Fax # 850-433-8266

Fax 850-434-2816

E-Mail Address: dwilson@gulf.net

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Signal Response Maintenance and Construction ITB# 12-13.049						
Bid Opening Time: 10:15 a.m. CDT Bid Opening Date: 8/09/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Bid Bond	Addendum I	Project Total
NAME OF BIDDER								
Ingram Signalization, Inc.	Y	Y	Y	Y	Y	Y	Y	\$2,448,344
TransCore ITS, LLC	Y	Y	Y	Y	Y	Y	Y	\$3,366,670
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator DATE: August 9, 2013							
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: August 9, 2013							
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: August 9, 2013							

CAR BOCC  
DATE 9/5/2013 DATE 9/5/2013

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to Ingram Signalization, Inc. effective October 1, 2013 ending September 30, 2016 and approve annual expenditures up to \$300,000.

Posted 8/20/2013 @ 4:13p.m. CDT



**AGREEMENT RELATING TO  
SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION PD12-13.049**

This Agreement is made and entered into this 5th day of September, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-0879719, and whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, the County issued an Invitation to Bid relating to signal response maintenance and construction services (PD 12-13.049); and

**WHEREAS**, Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of signal response maintenance and construction services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Signal Response Maintenance and Construction Services, Specification No. P.D. 12-13.049, 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. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid



Form, dated August 9, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees 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.

7. Termination. 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 services performed through the date of termination.

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

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability 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.

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

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Ingram Signalization, Inc.  
Attention: William Wilson  
4522 North Davis Highway  
Pensacola, Florida 32503

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.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

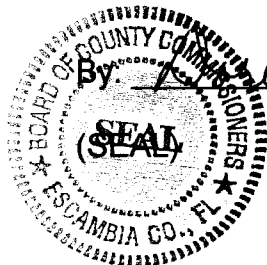
18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**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 and through its Chairman, authorized to execute same by Board action on the 5<sup>th</sup> day of September, 2013, and Ingram Signalization, Inc., signing by and through its Vice President, duly authorized to execute same.

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 8/12/13

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court



**COUNTY:**  
**BOARD OF COUNTY COMMISSIONERS**  
**ESCAMBIA COUNTY, FLORIDA**

By: [Signature]  
Gene M. Valentino, Chairman

Date: 09-16-2013

BCC Approved: 09-05-2013

**CONTRACTOR:**  
**INGRAM SIGNALIZATION, INC.**

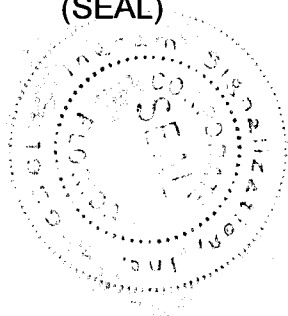
BY: [Signature]  
William D. Wilson, Vice President

ATTEST:

By: [Signature]  
Corporate Secretary

Date: September 12, 2013

(SEAL)



**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION  
SPECIFICATION PD 12-13.049**

• **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE
- BID FORMS WITH ORIGINAL SIGNATURE
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA  
OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S),  
CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU?**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

CERTIFICATE OF INSURANCE

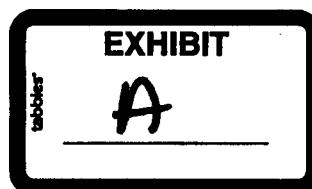
THE COUNTY MAY REQUIRE PAYMENT AND PERFORMANCE BONDS

**HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.**

**DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

**SPECIFICATION NUMBER PD 12-13.049**

**BIDS WILL BE RECEIVED UNTIL: 3:15p.m., CDT, Wednesday, July 24, 2013**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Gene Valentino, IV, Chairman  
Lumon May, Vice Chairman  
Wilson B. Robertson  
Grover Robinson, IV  
Steven Barry**

**Procurement Assistance:  
Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807**

**Technical Assistance:  
Ken Canady, Project Manager  
Project Manager  
Traffic and Transportation Operations  
3363 West Park Place  
Pensacola, FL 32505  
Tel: (850) 595-3484  
Fax: (850) 595-3405**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**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.**

**SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

**PD 12-13.049**

**TABLE OF CONTENTS**

**Forms marked with an (\* Asterisk) must be returned with Offer.**

**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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## **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

### **SOLICITATION, OFFER AND AWARD FORM**

**SUBMIT OFFERS TO: ESCAMBIA COUNTY FLORIDA**

**Joe Pillitary, CPPO, CPPB**

**Purchasing Coordinator**

**Office of Purchasing, 2nd Floor, Room 11.101**

**213 Palafox Place, Pensacola, FL 32502**

**Post Office Box 1591, Pensacola, FL 32591-1591**

**Phone No: (850)595-4878 Fax No: (850) 595-4807**

**Invitation to Bid**

**SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

**SOLICITATION NUMBER: PD 12-13.049**

### **SOLICITATION**

**MAILING DATE: Monday, July 8, 2013**

**PRE-BID CONFERENCE: NA**

**OFFERS WILL BE RECEIVED UNTIL: 3:15 p.m. CDT, Wednesday July 24, 2013 and may not be withdrawn within 90 days after such date and time.**

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME: \_\_\_\_\_**

**REASON FOR NO OFFER: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**CITY, ST. & ZIP: \_\_\_\_\_**

**PHONE NO.: (\_\_\_\_) \_\_\_\_\_**

**BID BOND ATTACHED \$ \_\_\_\_\_**

**TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_**

**FAX NO.: (\_\_\_\_) \_\_\_\_\_**

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignments shall be made and become effective at the time the County renders final payment to the offeror.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

**(TYPED OR PRINTED)**

**\*\***

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### **AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference hereto and made a part of this contract.

#### **CONTRACTOR**

**Name and Title of Signer (Type or Print)**

**ESCAMBIA COUNTY FLORIDA**

**Name and Title of Signer (Type or Print)**

**Name of Contractor**

**By**

**County Administrator**

**Date**

**By**

**Signature of Person Authorized to Sign**

**Date**

**WITNESS**

**Date**

**ATTEST:**

**Corporate Secretary**

**Date**

**WITNESS**

**Date**

**[CORPORATE SEAL]**

**ATTEST:**

**Witness**

**Date**

**Awarded Date**

**ATTEST:**

**Witness**

**Date**

**Effective Date**

**BID FORM**  
**Specification Number 12-13.049**  
**SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Signal Response Maintenance and Construction 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: \_\_\_\_\_

Company Name			
RESPONSE MAINTENANCE			
	Bid Rate	Est. Qty	Ext
Technician - IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR		1255	
Technician - IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM)/HR		80	
Technician - IMSA Level II (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR		730	
Technician - IMSA Level III (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR		40	
Technician Assistant (Mon-Fri, 8:00 AM-4:30 PM)/HR		1255	
Technician Assistant (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR		40	
Office Assistant/HR		627	
Aerial Bucket Truck (Standard) /HR		1200	
Aerial Bucket Truck (Large)/HR		55	
Service Truck/HR		730	
Maintenance of Traffic (Message Board Rental)/DAY		10	
Utility Coordination (Sunshine Spots)/PI		10	
Timing Implementation/PI		5	
Timing Adjustment, Systems (Coordinated)/PI		5	
Timing Adjustment, Intersections (Non-Coordinated)/PI		5	
Bench Testing (Conflict Monitor)/EA		50	
Temporary Controller/Monitor Rental/DAY		25	
Temporary Traffic Signal Operation, Generator Rental/HR		5	
Temporary Traffic Signal Cabinet, During Knock-Down Rental/Day		5	
	Subtotal		
<b>PARTS AND MATERIALS - FURNISH</b>			
Markup (%) - Material Acquisition	%	5,000	
	Subtotal		

	Bid Rate	Est. Qty	Ext
<b>620 - GROUNDING ELECTRODE:</b>			
10 ft. 5/8" Ground Rod/EA		100	
20 ft. 5/8" Ground Rod/AS		50	
	Subtotal		
<b>630 - CONDUIT - Schedule 40:</b>			
½" 10 ft. Section/EA		100	
1" 10 ft. Section/EA		100	
Conduit, 2" (Above Ground)/LF		200	
Conduit, 2" (Underground)/LF		500	
Conduit, 2" (Under Pavement/Jacked)/LF		500	
Conduit, 1" Clamp/EA		100	
Conduit, 2" Clamp/EA		100	
Coupling, 1/2"/EA		50	
Coupling, 1"/EA		50	
Coupling, 2"/EA		200	
90 degree elbow, ½"/EA		100	
90 degree elbow, 1"/EA		100	
90 degree elbow, 2"/EA		100	
	Subtotal		
<b>IMSA Signal Cable Color Code: White/Black/Green/Red/Orange/Blue/LF</b>			
16-Conductor/LF		250	
12-Conductor/LF		250	
9-Conductor/LF		250	
7-Conductor/LF		500	
	Subtotal		
<b>633 - INTERCONNECT CABLE:</b>			
Interconnect Cable/FSK Wire (Overhead) - 6-22-AL-F8/LF		1000	
Interconnect Cable/6-22-AL-F8/LF		1000	
Interconnect Cable/Fiber Optic (Underground)/LF		1000	
Buried Cable Warning Marker (Per Detail)/EA		1000	
	Subtotal		
	Bid Rate	Est. Qty.	Ext.
<b>634 - SPAN WIRE:</b>			

Span Wire (One Wire/Perpendicular)/PI		1	
Span Wire (One Wire/Diagonal)/PI		1	
Span Wire (One Wire/Box)/PI		1	
Span Wire (Two Wire/Perpendicular)/PI		1	
Span Wire (Two Wire/Diagonal)/PI		1	
Span Wire (Two Wire/Box)/PI		1	
Adjustable Hanger/EA		25	
Disconnect Hanger/EA		25	
Extension Hanger/EA		25	
Span Wire Hanger (2079-S) with SS Bushing (Single Cable Support)/EA		25	
Span Wire Clamp/EA		25	
Sign Bracket, Mast Arm Type (1-Way)/EA		5	
Mast Arm Signal Bracket/EA		5	
Sign Bracket/Span Wire Type (1-Way)/EA		5	
Sign Bracket/Span Wire Type (2-Way)/EA		5	
Eye Bolt/EA		25	
All Thread/5/8"/LF		25	
Span Wire Insulator/12"/EA		5	
Guy Anchor, 6"/EA		5	
Guy Wire/1/4"/LF		100	
Guy Wire/3/8"/LF		500	
Span Wire Splice/1/4"/EA		25	
Span Wire Splice/3/8"/EA		25	
Guy Wire Vise/1/4"/EA		25	
Guy Wire Vise/3/8"/EA		25	
Slip fitter/4 1/2"/EA		25	
		Subtotal	
<b>635 - PULL BOX OR JUNCTION BOX:</b>			
Pull Box/EA		25	
Aerial Junction Box/EA		5	
Mounted Junction Box/EA		20	
Fiber Optics/EA		10	
Special/EA		1	
		Subtotal	
<b>639 - ELECTRICAL SERVICE:</b>			
Electrical Power Service/AS		1	
Electrical Service Wire/LF		500	
Electrical Service Disconnect/EA		1	
		Subtotal	

	Bid Rate	Est. Qty	Ext.
<b>641 - CONCRETE STRAIN POLE:</b>			
<b>Concrete Strain Pole N-IV:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
<b>Concrete Strain Pole N-V:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
<b>Concrete Strain Pole N-VI:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
<b>Concrete Strain Pole N-VII:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
<b>Concrete Strain Pole N-VIII:</b>			
20' - 26'/EA		1	
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
	Subtotal		
<b>643 - WOOD POLE:</b>			
Class 5 Wood Strain Pole/35'/EA		1	
Wood Strain Pole/6" Top x 16'/.60 CCA SYP Pole (Treated)/EA		1	
	Subtotal		

	Bid Rate	Est. Qty.	Ext.
<b>650 - TRAFFIC SIGNAL:</b>			
Traffic Signal/12" (1 Section, 1 Way)/AS		10	
Traffic Signal/12" (2 Section, 1 Way)/AS		5	
Traffic Signal/12" (3 Section, 1 Way)/AS		25	
Traffic Signal/12" (4 Section, 1 Way)/AS		1	
Traffic Signal/12" (5 Section, 1 Way)/AS		10	
Traffic Signal/12" (1 Section, 2 Way)/AS		1	
Traffic Signal/12" (2 Section, 2 Way)/AS		1	
Traffic Signal/12" (3 Section, 2 Way)/AS		10	
Traffic Signal/12" (4 Section, 2 Way)/AS		1	
Traffic Signal/12" (5 Section, 2 Way)/AS		1	
Signal Lens/12" Plastic/EA		1	
Signal Lens/12" Glass/EA		1	
Signal Lamp Reflector/12"/EA		1	
Signal Visor/12"/EA		10	
Signal Bracket (1W)/EA		10	
Signal Bracket (2W)/EA		10	
Signal Back Plate/1 Section/EA		10	
Signal Back Plate/3 Section/EA		25	
Signal Back Plate/5 Section/EA		25	
		<b>Subtotal</b>	
<b>653 - PEDESTRIAN SIGNAL :</b>			
Pedestrian Signal (LED Countdown)/EA		25	
Pedestrian Signal Lens/EA		1	
Pedestrian Signal Housing (Ped Can)/EA		10	
Aluminum Pedestal (Pedestrian Signal, Flashing Beacon)/EA		25	
Concrete Pedestal/Type II (Power Service)/EA		10	
		<b>Subtotal</b>	
<b>659 - 12" LED MODULE:</b>			
Green/EA		100	
Red/EA		25	
Yellow/EA		25	
Green Arrow/EA		15	
Red Arrow/EA		15	
Yellow Arrow/EA		15	
Yellow (12v)/EA		15	
Signal Lamp (3M Optical)/EA		25	

	Subtotal		
	Bid Rate	Est. Qty.	Ext.
<b>660 - LOOP ASSEMBLY AND DETECTOR:</b>			
Loop Assembly/Type A/6'x20'/EA		1	
Loop Assembly/Type A/6'x 50'/EA		25	
Loop Assembly/Type B/6' x 6'/EA		25	
Loop Assembly/Type D/6'x50'/EA		1	
Loop Assembly/Type E/4'x16'/EA		1	
Loop Assembly/Type F/6'x20'/EA		1	
Loop Assembly/Type F/6'x50'/EA		25	
Loop Assembly/Type G/(4) Type "B" 6'x6'/EA		1	
Loop Detector/1 Channel/Relay Output/Shelf Mount/EA		10	
Loop Detector/1 Channel/Relay Output/Shelf Mount/Time Delay/EA		10	
Loop Detector/1 Channel/Solid State/Shelf Mount/EA		10	
Loop Detector/1 Channel/Solid State/Shelf Mount/Time Delay/EA		10	
Loop Detector/2 Channel/Solid State/Shelf Mount/EA		10	
Loop Detector/2 Channel/Solid State/Shelf Mount/Time Delay/EA		10	
Loop Detector/4 Channel/Solid State/Shelf Mount/EA		1	
Loop Detector/4 Channel/Solid State/Shelf Mount/Time Delay/EA		1	
Loop Detector/2 Channel/Solid State/Rack Mount/EA		10	
Loop Detector/2 Channel/Rack Mount/Time Delay/EA		10	
Loop Detector/4 Channel/Solid State/Rack Mount/EA		1	
Loop Detector/4 Channel/Solid State/Rack Mount/Time Delay/EA		1	
Surge Arrestor (Inductance Loop Amplifier)/EA		10	
Home Run Cable (Replacement)/LF		500	
	Subtotal		
<b>660-4 – Vehicle Detection System-Video</b>			
Aldis, 360 degree 10" diameter x 9" Fisheye Camera / EA		1	
Aldis, GRIDSMART Control Unit for TS1 and TS2 Traffic Control Cabinets/EA		1	
16" LCD Monitor for Aldis System/EA		1	
	Subtotal		
<b>665 - PEDESTRIAN DETECTOR (Pole Mounted Station):</b>			
Pedestrian Detector (Station with Post)/AS		1	
Detector Sign (Pedestrian)/EA		50	
Push Button (Pedestrian Detector)/EA		50	

	Subtotal		
	Bid Rate	Est. Qty.	Ext.
<b>670 - FLASHING BEACON ASSEMBLY/COMPONENTS (Pole Mounted Cabinet):</b>			
School Beacon Assembly 120v RTC AP21 Complete Operational System/AS		1	
Flashing Beacon Controller Assembly/AS		1	
PB-5100 15' Aluminum Pole/EA		25	
PB-5306 Anchor Bolts/EA		100	
PB-5335 Square Aluminum Base with Aluminum Door/EA		25	
PB-5325 Collar Assembly for Square Base/EA		25	
SE-1100 4.5' OD Post Mounting Kit/EA		25	
SE-1002 Flasher Cabinet Assembly with Police Type One Lock/EA		5	
SE-0513 Tri-Stud Adapters/EA		25	
SH-0206 U-Bolt Sign Assembly Kit/EA		25	
	Subtotal		
<b>Flashing Beacon Controller Assembly/Solar Powered/Pole Mounted/Per Detail:</b>			
Carmanah R247 Series 24-Hour Flashing Warning Beacon/AS		1	
Carmanah R820 Series Crosswalk Beacon/AS		1	
Carmanah R829 Series/Sch Zone Bcn/w/Calendar-Based Software/AS		1	
	Subtotal		
<b>School Time Clock:</b>			
Naztec Series 100/365 Day Programmable/EA		1	
RTC AP21/365 Day Programmable/EA		10	
ELTEC/NTC-17E/365 Day Programmable/EA		1	
AP22/Time Switch/EA		1	
CPR2102G/Pager Programmable Time Switch/EA		1	
RTC, AP22/365 Day Programmable/EA		1	
1520 Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA		1	
1820 Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA		1	
	Subtotal		
<b>Fuse:</b>			
Conflict Monitor/Fuse/½ Amp (Slo Blo)/EA		25	
Conflict Monitor/Fuse/2 Amp/EA		25	
Controller Fuse/3/4/ Amp/24 VDC/EA		25	



Controller Fuse/1 ¼ Amp (Slo Blo)/EA		25	
		Subtotal	
	Bid Rate	Est. Qty.	Ext.
<b>Flashing Beacon Assembly/Components (Solar Powered/Pole Mounted)</b>			
<b>(Information Display Company):</b>			
18' Aluminum Pole/EA		1	
55 Watt, Solar Power Panel Kit Complete for Speed Check Displays/EA		1	
Solar Panel Racking/EA		1	
Solar Pole-Mounted Battery Box/EA		1	
School Flashing Beacon Assembly – Model 1520, 12v Solar Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS		1	
School Flashing Beacon Assembly – Model 1820, 12v Solar Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS		1	
		Subtotal	
<b>670-5-121 - EMERGENCY GENERATOR POWER HOOK-UP:</b>			
(Inc Pre-Assembled Harness/Gasket/Clamp/Splice/Per FDOT Dist 3 Spec)/AS		1	
		Subtotal	
<b>671 - TRAFFIC SIGNAL CONTROLLERS:</b>			
Controller (Isolated):			
Naztec/920/Nema/TS1/8 Phase/EA		1	
Peek/LMD - 9200/NEMA/TS-1/8 Phase/EA		1	
Peek/3000E/NEMA/TS-1/8 Phase/EA		1	
Controller Type (Interconnect 860 NM Fiber Optic, Closed Loop):			
Peek 3000E NEMA/TS-1/8 Phase/EA		1	
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA		1	
Controller Type (Interconnect FSK Wire, Closed Loop):			
Peek 3000E NEMA/TS-1/8 Phase/EA		1	
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA		1	
Refurbished Controller (Closed Loop):			
Peek 3000E NEMA/8Phase/TS-1/Fiber Optic/EA		1	
Peek 3000E NEMA/8Phase/TS-1/FSK/EA		1	
Peek ATC-1000 Controller/EA			
		Subtotal	

<b>676 - BASE MOUNTED CONTROLLER CABINET:</b>			
		1	
NEMA/SOP 10/8 Phase/TS-1 (2) Preemption Plans (Per FDOT District 3 Specifications)/EA		1	
<b>676 - Cont.</b>	<b>Bid Rate</b>	<b>Est. Qty</b>	<b>Ext.</b>
NEMA/SOP 10/8 Phase/TS-1/Communications/Master (Per FDOT District 3 Specifications)/EA		1	
NEMA/SOP 10/8 Phase/TS-1/Communications/Master/Video Detection (Per FDOT District 3 Specifications)/EA		1	
		<b>Subtotal</b>	
<b>Peek Controller Cabinet:</b>			
NEMA/SOP 10/8 Phase/TS-1 (Per FDOT District 3 Specifications)/EA		1	
NEMA/4 Phase/TS-1 (Per FDOT District 3 Specifications)/EA		1	
		<b>Subtotal</b>	
<b>MISCELLANEOUS SIGNAL EQUIPMENT:</b>			
Peek Double Diamond NEMA/TS-1/CMU/EA		1	
Conflict Monitor/Naztec/NM512/LCD/TS-1 (Used)/EA		1	
Peek ELRA Conflict Monitor (Used)/EA		1	
Loadswitch/EA		200	
Flash Transfer Relay/EA		25	
Surge Arrestor (Closed Loop Communication Line)/EA		1	
Controller/Peek VideoTrak Plus/EA		1	
Camera/Peek VPK351-B VideoTrak/EA		1	
Video System/9" Blk & Wht Camera Monitor (Arm Electronics) or Equal/EA		1	
Video System/Peek Uni Trak Detector Card (TS-1)/EA		1	
Solar System/12V Sealed Battery (Back-Up)/EA		1	
Power Supply/Peek NEMA PS 100/EA		1	
Cabinet Fan/EA		10	
Police Manual Control Button/EA		1	
Phone Modem/2400 Baud Rate/EA		1	
Phone Modem/56LK Baud Rate/EA		1	
Pedestrian Isolator Board (Peek NEMA Cabinet)/EA		10	
¼" Nail-In Anchor/EA		200	
Blacktop Patch/EA		50	
#12 Fork Terminals/EA		1000	
Tie Wraps/EA		1000	
#6 THHN Wire/LF		100	
SEOW or "SO" 10-3, AWG Copper Cable/LF		500	
Hand Hole Cover (Mast Arm)/EA		10	
Foundation (Controller Cabinet)/EA		5	

Concrete Pad/EA		5	
24"x36" Concrete Base w/Ground Rod/EA		10	
Anchor Bolts/EA		100	
US Robotics, US5686G / 56K / V.92 Serial Controller Fax Modem/EA		10	
Peek IQ Connect, Model M3000 Translator/EA		1	
<b>Misc. Signal Equipment continued</b>	<b>Bid Rate</b>	<b>Est. Qty</b>	<b>Ext.</b>
Iteris, Vantage Edge 2 processor module, Rack Mounted Video Card/EA		1	
EDI, PS 200 Shelf/Power Supply/EA		5	
Coby Electronics Corp. 10" Portable Digital TFT/LCD Color TV/Monitor/EA		1	
		<b>Subtotal</b>	
		<b>TOTAL</b>	

\* Estimated quantities are for cost comparison only

### CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

### **SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Terms of Payment  
(Check one) Net 30 Days \_\_\_\_ 2% 10th Prox \_\_\_\_

County Permits/Fees required for this project:

Permit Cost  
\_\_\_\_\_  
None Known

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

**CONSTRUCTION:**

(Furnish and Install Rates Unless Otherwise Noted)

FDOT BOE Pay Item Number	Furnish and Install Rates:	Unit	Bid Rate	Est. Qty.	Extension
604-3-1	Timing Implementation - Controller	PI		5	\$
604-3-2	Timing Implementation - Controller/Coordination Unit	PI		5	\$
604-3-3	Timing Implementation - Master Clock Unit	PI		5	\$
630-1-11	Conduit - Aboveground	LF		100	\$
630-1-12	Conduit - Underground	LF		500	\$
630-1-13	Conduit - Under Pavement-Sawcut	LF		300	\$
630-1-14	Conduit - Underground - Jacked	LF		300	\$
630-1-15	Conduit - Bridge Mount	LF		400	\$
632-6-1	Cable, Signal - Furnish & Install	LF		500	\$
632-6-4	Cable, Signal - Adjust	LF		500	\$
632-7-1	Cable, Signal - New or Reconstructed - F&I	PI		2	\$
632-7-4	Cable, Signal - Adjust/Modify	PI		500	\$
632-8-111	Cable, Interconnect, Aerial (Number of pairs to be determined by contractor)	LF		500	\$
632-8-112	Cable, Interconnect, Underground (Number of pairs to be determined by contractor)	LF		500	\$
633-1-111	Cable, Fiber Optic - Overhead -Multi Mode, 2-12 Fibers	LF		500	\$
633-1-121	Cable, Fiber Optic -Underground - Multi Mode, 2-12 Fibers	LF		500	\$
633-2-31	Fiber Optic Connection-Splice	EA		5	\$
633-2-32	Fiber Optic Connection-Termination	EA		5	\$
633-112-1	Cable Fiber Optic -Aerial -Multi Mode-1-25 Fibers	LF		500	\$
633-122-1	Cable Fiber Optic - Underground-Multi Mode-1-25 Fibers	LF		500	\$
633-132-1	Cable Fiber Optic- Drop- Multi Mode-1-25 Fibers	LF		500	\$
633-4-1	Cable Twisted Pair- Furnish & Install	LF		500	\$
633-4-4	Cable Twisted Pair- Relocate	LF		1	\$
634-4-111	Span Wire Assembly - Two Wire, Perpendicular	PI		1	\$
634-4-112	Span Wire Assembly - Two Wire, Diagonal	PI		1	\$
634-4-113	Span Wire Assembly - Two Wire, Box	PI		1	\$
634-4-114	Span Wire Assembly - Two Wire, Other	PI		1	\$
634-5-1	Fiberglass Insulator - Furnish/Install	LF		50	\$
634-6-1	Messenger Wire- Furnish/Install	LF		300	\$
635-1-11	Pull and Junction Boxes - Pull Box	EA		20	\$
635-1-12	Pull and Junction Boxes - Aerial Junction Box	EA		1	\$
635-1-13	Pull and Junction Boxes - Mounted Junction Box	EA		1	\$

635-1-15	Pull and Junction Boxes – Fiber Optics	EA		1	\$
635-1-16	Pull and Junction Boxes – Special	EA		1	\$
635-2-11	Pull & Splice Box-13x24-Standard	EA		50	\$
635-2-12	Pull & Splice Box-13x36-Large	EA		1	\$
635-3-11	Junction Box-Aerial	EA		1	\$
635-3-12	Junction Box-Mounted	EA		1	\$
635-3-13	Junction Box-Embedded	EA		1	\$
639-1-112	Electrical Power Service – Overhead-Meter Base- Purchased by Contractor From Power Company	AS		5	\$
639-1-122	Electrical Power Service—Underground-Meter Base- Purchased by Contractor From Power Company	AS		5	\$
639-2-1	Electrical Service Wire	LF		500	\$
639-3-11	Electrical Service Disconnect – Pole	EA		5	\$
639-3-12	Electrical Service Disconnect – Cabinet	EA		5	\$
639-4-1	Emergency Generator -Portable-Furnish/Install	EA		1	\$
639-4-5	Emergency Generator -Portable-Monitor and Refuel	HR		40	\$
641-1	Strain Poles Guying, Concrete	EA		1	\$
641-2-11	Prestressed Concrete Pole, F&I, Type P-II Pedestal	EA		20	\$
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA		5	\$
641-2-13	Prestressed Concrete Pole, F&I, Type P-III	EA		5	\$
641-2-14	Prestressed Concrete Pole, F&I, Type P-IV	EA		5	\$
641-2-15	Prestressed Concrete Pole, F&I, Type P-V	EA		5	\$
641-2-16	Prestressed Concrete Pole, F&I, Type P-VI	EA		5	\$
641-2-17	Prestressed Concrete Pole, F&I, Type P-VII	EA		5	\$
641-2-18	Prestressed Concrete Pole, F&I, Type P-VIII	EA		5	\$
641-2-19	Prestressed Concrete Pole, F&I, Custom Design	EA		1	\$
641-2-30	Prestressed Concrete Pole, Install	EA		1	\$
643-125	Strain Pole, Wood F&I, 25'	EA		1	\$
643-130	Strain Pole, Wood F&I, 30'	EA		1	\$
643-140	Strain Pole, Wood F&I, 40'	EA		1	\$
643-145	Strain Pole, Wood F&I, 45'	EA		1	\$
643-150	Strain Pole, Wood F&I, 50'	EA		1	\$
646-1-11	Aluminum Signal Pole, F&I, Install	EA		1	\$
649-1-10	Steel Strain Pole, F&I, Pedestal	EA		20	\$
649-1-11	Steel Strain Pole, F&I, Type PS-IV	EA		5	\$
649-1-12	Steel Strain Pole, F&I, Type PS-V	EA		5	\$
649-1-14	Steel Strain Pole, F&I, Type PS-VII	EA		5	\$

649-1-15	Steel Strain Pole, F&I, Type PS-VIII	EA	5	\$
649-1-16	Steel Strain Pole, F&I, Type PS-IX	EA	5	\$
649-31-101	Steel Mast Arm Assembly, (36')	EA	1	\$
649-31-102	Steel Mast Arm Assembly, (46')	EA	1	\$
649-31-103	Steel Mast Arm Assembly, (60')	EA	1	\$
649-31-104	Steel Mast Arm Assembly, (70.5')	EA	1	\$
649-31-105	Steel Mast Arm Assembly, (78')	EA	1	\$
649-31-106	Steel Mast Arm Assembly, (36'w/Luminaire)	EA	1	\$
649-31-107	Steel Mast Arm Assembly, (46'w/Luminaire)	EA	1	\$
649-31-108	Steel Mast Arm Assembly, (60'w/Luminaire)	EA	1	\$
649-31-109	Steel Mast Arm Assembly, (70.5'w/Luminaire)	EA	1	\$
649-31-110	Steel Mast Arm Assembly, (36'-36')	EA	1	\$
649-31-111	Steel Mast Arm Assembly, (36'-46')	EA	1	\$
649-31-112	Steel Mast Arm Assembly, (36'-60')	EA	1	\$
649-31-113	Steel Mast Arm Assembly, (36'-70.5')	EA	1	\$
649-31-114	Steel Mast Arm Assembly, (46'-46')	EA	1	\$
649-31-115	Steel Mast Arm Assembly, (46'-60')	EA	1	\$
649-31-116	Steel Mast Arm Assembly, (46'-70.5')	EA	1	\$
649-31-117	Steel Mast Arm Assembly, (60'-60')	EA	1	\$
649-31-118	Steel Mast Arm Assembly, (60'-70.5')	EA	1	\$
649-31-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA	1	\$
650-1-113	Traffic Signal – 1 Section, 1 Way, Polycarbonate	AS	5	\$
650-1-313	Traffic Signal – 3 Section, 1 Way, Polycarbonate	AS	30	\$
650-1-413	Traffic Signal – 4 Section, 1 Way, Polycarbonate	AS	1	\$
650-1-513	Traffic Signal – 5 Section, 1 Way, Polycarbonate	AS	20	\$
653-191	Pedestrian Signal – LED, 1 Way, Countdown-Standard	EA	25	\$
653-192	Pedestrian Signal – LED, 2 Way, Countdown-Standard	EA	15	\$
659-1-01	Signal Head-Retrofit Auxiliaries – Backplate-Black	EA	10	\$
659-1-03	Signal Head-Retrofit Auxiliaries – Disconnect Hanger	EA	25	\$
659-1-04	Signal Head-Retrofit Auxiliaries – Pivotal Hanger Assembly	EA	25	\$
659-1-05	Signal Head-Retrofit Auxiliaries – Tunnel Visor	EA	25	\$
659-1-06	Signal Head-Retrofit Auxiliaries – 12" LED Module-Standard	EA	50	\$
660-1-101	Loop Detector – Inductive, Type 1, 1 Channel, Relay Output, Shelf Mounted	EA	10	\$
660-1-102	Loop Detector – Inductive, Type 2, 1 Channel, Relay Output, Shelf Mounted, Time Delay	EA	10	\$

660-1-103	Loop Detector – Inductive, Type 3, 1 Channel, Solid State, Shelf Mounted	EA		10	\$
660-1-104	Loop Detector – Inductive, Type 4, 1 Channel, Solid State, Shelf Mounted, Time Delay	EA		10	\$
660-1-105	Loop Detector – Inductive, Type 5, 2 Channel, Solid State, Shelf Mounted	EA		10	\$
660-1-106	Loop Detector – Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted, Time Delay	EA		10	\$
660-1-107	Loop Detector – Inductive, Type 7, 4 Channel, Solid State, Shelf Mounted	EA		5	\$
660-1-108	Loop Detector – Inductive, Type 8, 4 Channel, Solid State, Shelf Mounted, Time Delay	EA		5	\$
660-1-109	Loop Detector – Inductive, Type 9, 2 Channel, Solid State, Rack Mounted	EA		5	\$
660-1-110	Loop Detector – Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Time Delay	EA		5	\$
660-1-111	Loop Detector – Inductive, Type 11, 4 Channel, Solid State, Rack Mounted	EA		5	\$
660-1-112	Loop Detector – Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Time Delay	EA		5	\$
660-2-101	Loop Assembly – Type A - (6'x50')	AS		25	\$
660-2-102	Loop Assembly – Type B - (6'x6')	AS		25	\$
660-2-106	Loop Assembly – Type F - (6'x50')	AS		25	\$
660-4-11	Vehicle Detection System-Video - Furnish & Install Cabinet Equipment	EA		1	\$
660-4-12	Vehicle Detection System-Video - Furnish & Install Above Ground Equipment	EA		1	\$
660-4-41	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA		1	\$
660-4-42	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA		1	\$
660-4-51	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA		1	\$
665-11	Pedestrian Detector – Pole or Controller Mounted Detector Station & Sign	EA		10	\$
665-12	Pedestrian Detector – Detector Station with Post & Sign	EA		10	\$
665-13	Pedestrian Detector – Detector with Sign Only	EA		10	\$
668-11	Detector Cabinet – Type I	EA		1	\$
668-12	Detector Cabinet – Type II	EA		1	\$
668-13	Detector Cabinet – Type III	EA		1	\$
668-14	Detector Cabinet – Type IV	EA		1	\$
668-15	Detector Cabinet – Type V	EA		1	\$
668-16	Detector Cabinet – Type VI	EA		1	\$
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS		5	\$
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS		1	\$
670-5-131	Traffic Controller Assembly, Special, One Pre-emption Plan	AS		5	\$
670-5-132	Traffic Controller Assembly, Special, Two Pre-emption Plans	AS		1	\$
671-2-11	Traffic Controller – NEMA	EA		15	\$
671-2-13	Traffic Controller – Special	EA		1	\$
671-2-41	Traffic Controller – Modify, NEMA	EA		1	\$
671-2-43	Traffic Controller – Modify, Special	EA		1	\$

678-1-101	Controller Accessories – Type 3 Conflict Monitor	EA	10	\$
678-1-102	Controller Accessories – Type 6 Conflict Monitor	EA	10	\$
678-1-103	Controller Accessories – Type 12 Conflict Monitor	EA	10	\$
678-1-104	Controller Accessories – Load switch	EA	100	\$
678-1-105	Controller Accessories – Type 3, Flasher	EA	25	\$
678-1-107	Controller Accessories – Type 1 Time Switch	EA	1	\$
678-1-108	Controller Accessories – Type 2 Time Switch	EA	1	\$
678-1-109	Controller Accessories – Type 3 Time Switch	EA	1	\$
678-1-110	Controller Accessories – Type 4 Time Switch	EA	1	\$
678-1-111	Controller Accessories – Power Reduction Assembly	EA	1	\$
678-1-112	Controller Accessories – Master Clock Unit	EA	5	\$
680-106	System Control Equipment – Communications Interface	EA	1	\$
680-111	System Control Equipment- Roadside Master	EA	1	\$
680-114	System Control Equipment- Central Modem Card	EA	1	\$
680-115	System Control Equipment- Autodial/Answer Ext Communications Modem	EA	1	\$
680-116	System Control Equipment – Fiber Optic, FSK Modem	EA	5	\$
683-107	System Communicator – System Communications Modem	LS	1	\$
684-11	System Communications Carrier – Multi-Pair Cable	LF	100	\$
684-12	System Communications Carrier – Coaxial Cable	LF	100	\$
684-14	System Communications Carrier – Fiber Optic Cable	LF	100	\$
685-105	System Auxiliaries – Master Clock Unit	EA	1	\$
685-108	System Auxiliaries – Equipment Cabinet, Type A	EA	1	\$
685-109	System Auxiliaries – Equipment Cabinet, Type B	EA	1	\$
685-110	System Auxiliaries – Equipment Cabinet, Type C	EA	1	\$
685-111	System Auxiliaries – Equipment Cabinet, Type D	EA	1	\$
685-127	System Auxiliaries – Telephone Connection Box	EA	1	\$
685-128	System Auxiliaries – Interface Panel	EA	1	\$
685-142	System Auxiliaries – Video Central Control Equipment	EA	1	\$
685-143	System Auxiliaries – Video Monitors	EA	5	\$
685-144	System Auxiliaries – Video System Support Equipment	EA	5	\$
685-155	System Auxiliaries – PLP FSK Card	EA	5	\$
685-156	System Auxiliaries – FSK Modem, Interface Panel Wall	EA	1	\$
685-157	System Auxiliaries – FSK Modem, Multiplexor Interface Panel	EA	1	\$
685-158	System Auxiliaries – FSK Modem, Interface Panel Rack	EA	1	\$



690-10	Signal Head Traffic Assembly – Removal	EA		12	\$
690-20	Signal Pedestrian Assembly – Removal	EA		8	\$
690-31	Signal Pedestal – Removal	EA		8	\$
690-32-1	Pole Removal, Shallow – Direct Burial	EA		4	\$
690-32-2	Pole Removal, Shallow – Bolt On Attachment	EA		4	\$
690-34-1	Complete Pole Removal - Deep, Direct Burial	EA		4	\$
690-34-2	Complete Pole Removal - Bolt on Attachment	EA		4	\$
690-50	Controller Assembly – Removal Complete Assembly	EA		10	\$
690-50-1	Controller Assemblies – Removal, Cabinet Assembly, Less Foundation	EA		5	\$
690-50-2	Controller Assembly – Removal, Controller Unit	EA		5	\$
690-60	Detector Vehicle Assembly – Removal	EA		15	\$
690-70	Detector Pedestrian Assembly – Removal	EA		4	\$
690-80	Span Wire Assembly – Removal	EA		2	\$
690-90	Conduit and Cabling – Removal	PI		1	\$
690-91	Signal Interconnect Cable – Removal	LF		500	\$
690-100	Signal Equipment – Miscellaneous Removal	PI		100	\$
699-1-1	Internally Illuminated Sign – Street Name, LED Edge Lit	EA		5	\$

<b>Subtotal</b>		
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**Items not listed in the Bid Form**

101-1	Mobilization	LS			\$
	Performance and Payment Bond	LS			\$

<b>Subtotal</b>		\$
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<b>Project Total</b>		
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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid

on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One)  
Yes or No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

END

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(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**



## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 12-13.049, Signal Response Maintenance and Construction, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of 500.00 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

## **3. Bonds**

### **Performance and Payment Bonds**

The County may require the successful offeror(s) to furnish separate performance and payment bonds/a performance bond on the forms provided by the County. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

## **4. Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Phone: (850) 595-4878, Fax: (850) 595-4807. Technical questions may be directed to Ken Canady, Transportation and Traffic Operations Division Phone: (850) 595-3484, Fax: (850) 595-3405.

## **5. Bid**

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.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

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:

Transportation & Traffic Operations Division  
Attn: Ken Canady  
3363 West Park Place  
Pensacola, FL 32505

8. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

**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.

10. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **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.

12. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

13. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

14. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

15. **Award**

Award shall be made on an "all-or-none total" basis.

**Insurance Requirements**

16. **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.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a

minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

#### **General, 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 nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator  
Office of Purchasing, Room 11.101

P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807

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.

## **RESPONSE MAINTENANCE FOR TRAFFIC SIGNALS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee (Contract Manager), or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition.
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- e) *National Electric Code*, including latest revisions.

#### **1.2 DESCRIPTION OF WORK**

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the Contractor to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

- a) Receive notification
- b) Secure the site
- c) Diagnose the problem
- d) Perform interim repairs
- e) Log the activity
- f) Complete final repairs

The Escambia County Transportation and Traffic Operations Division generates the list of traffic signals to be maintained. The approximate number of signals to be maintained is listed below and will vary as new traffic signals are accepted for maintenance, existing signals are removed, and maintenance for specific signals is temporarily suspended due to construction activity. The Contract Manager will notify the Contractor in writing of traffic signals added to and deleted from the maintenance list.



## TRAFFIC SIGNALS

Emergency Vehicle	10
Intersection Beacon	43
Radar Speed Sign	14
School Beacon	77
Traffic Signal	182
<b>TOTAL</b>	<b>326</b>

These signals to include mast arm, span wire, pole mounted and solar powered type systems. For details of different types and configuration of equipment please contact Escambia County, Transportation and Traffic Operations.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

- a) The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, other facilities, and any necessary items to fully complete the work described in this specification.
- b) The Contractor shall keep in stock a sufficient number of spare controllers, controller cabinets, conflict monitors, modems, video detection equipment, etc. to provide operation of signals consistent with the performance standards described in Section 3.7.
- c) The Contractor shall return malfunctioning electronic equipment to the manufacturer for repair and testing to take advantage of warranty service and to update software. Contractor shall provide copy of the original invoice of repairs for documentation of work performed and any charges incurred.
- d) The Contractor shall have and operate a laptop computer capable of interfacing with video detection systems, and closed loop system software.
- e) The Contractor shall furnish certification from the equipment vendor that all new parts and equipment, when applicable, have been approved by the Florida Department of Transportation (FDOT) for use on public roads.
- f) Contractor shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work performed.

## **2.2 COUNTY-FURNISHED PARTS AND EQUIPMENT**

- a) The County may choose to furnish parts and equipment to the Contractor for specified work or for general replacement. If parts and/or equipment are furnished by the County, the Contractor will be required to sign a receipt and safeguard the equipment until it is used or retrieved by the County.
- b) The Contractor shall keep an electronic file of the inventory sheet of County-furnished parts and equipment and shall provide a current listing of such items to the Contract Manager within two business days upon request and when items are taken from or added to inventory.
- c) The County will furnish video detection systems, and closed loop system software to the Contractor.
- d) The Contract Manager may retrieve any County-furnished parts and equipment from the Contractor at any time during normal business hours.

## **2.3 REMOVED PARTS AND EQUIPMENT**

- a) Controllers, conflict monitors, and cabinets that are removed and are suitable for reuse shall be placed into the Contractor's inventory of County-furnished equipment. Such equipment shall be labeled as County property with the location from which it was removed.
- b) Parts and equipment that are removed and are deemed by the Contractor as suitable for reuse shall be placed into the Contractor's inventory of County-furnished equipment. The Contractor shall reuse such parts and equipment, when appropriate, before using new parts and equipment.
- c) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- d) Parts and equipment that are removed, and not suitable for reuse and have no salvage value, shall be properly disposed of by the Contractor at his expense.

## **PART 3 – EXECUTION**

### **3.1 AVAILABILITY**

- a) The Contractor shall provide 24-hour service. The contractor shall establish and maintain a telephone number where a Traffic Signal Technician, Level II or higher, can be contacted on a 24-hour basis during the term of the contract.
- b) Service calls after 4:30 PM on weekdays, during weekends, and holidays will be coordinated through the on-call Traffic Signal Technician, Level II or higher, during the aforementioned times without approval by the Contract Manager.

- c) Service calls after 4:30 PM on weekdays, during weekends, and holidays received from the general public and not classified as an emergency shall be documented and sent to the Contract Manager on the next business day.
- d) In the event the Contractor may anticipate that he will be unavailable for any period of time at the aforementioned telephone number, he shall so notify the Contract Manager. If the Contractor will be available at any other telephone number not on file with the County, the Contractor shall so notify the Contract Manager. It is intended that the Contractor shall, to the maximum extent practicable, take all reasonable steps to assure his availability for services.
- e) Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any worker who uses profane or abusive language either verbal or bodily, or who interferes with the work of a county or state inspector or disobeys the instructions of the Contract Manager shall be immediately and permanently discharged from work on this contract.

### **3.2 ADJUSTMENTS**

- a) The Contractor shall not change signal phasing and timing from approved settings except when directed by the Contract Manager or during emergency response to a malfunction. The Contractor is encouraged, however, to suggest phasing and timing changes, as needed, to correct problems or to increase efficiency.
- b) The Contractor shall make adjustments to loop detector sensitivity, video detection zones, and time clocks, as necessary for proper operation.
- c) Any changes made to settings shall be documented. A copy of the documentation should be left in the controller cabinet and scanned and emailed to the Contract Manager.

### **3.3 QUALIFICATIONS**

- a) The Contractor shall have a sufficient amount of prior satisfactory experience in the maintenance of all traffic signal components including, but not limited to closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall employ a minimum of three (3) persons certified "Traffic Signal, Level II", or higher. The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract. The Contractor shall employ a minimum of one (1) technician certified for video detection set-up and operation and shall provide a copy of the associated certificate to the Contract Manager prior to execution of the contract.

- c) Equipment testing such as conflict monitors and controllers shall be performed by a certified "Traffic Signal, Level III" bench technician.

### 3.4 OPERATIONS

- a) The Contractor, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by maintenance activity. If already damaged prior to arrival, the cost of such replacement may be charged to the County under the time and material rates. Therefore, the Contractor shall take before and after photos (2.1(f)) of damage and submit with invoice.
- b) All public land corners and monuments that are encountered shall be protected by the Contractor. Corners and monuments, which conflict with the work and are in danger of disturbance, shall be properly referenced by a Florida Registered Surveyor prior to the beginning of any work at the site. The Contractor shall assume all costs associated with the restoration of corners and monuments.
- c) The contractor shall locate (spot) signal and communication cable as requested by the Contract Manager, FDOT, utility companies, and other contractors.
- d) In the event of an emergency (i.e., hurricane, flood, etc.), costs associated with performing services shall be charged in accordance with hourly rates and parts/materials schedule.
- e) Gulf Power outages, during after hour calls:
  - Technician of record shall stay in contact with Gulf Power representative until power is stored.
  - Upon notification of power restored, respond within two (2) hours and verify that location is operating properly.
  - In case of power failure at coordinated systems the technician shall verify the following:
    - Communications transmitting/receiving
    - Operation of time of day plan
    - Controller Settings; time of day, day of week, daylight savings
    - Re-install timings if lost and save to eeprom
- f) Maintenance of overhead equipment, such as aerial mounted equipment, mast arms and span wires:
  - Aerial Mounted Equipment: clean signal lenses, signs, brackets, and reflectors, replace incandescent lamps, substandard hardware, defective lenses and reflectors; check gaskets for water infiltration and deterioration; check for head alignment, cracks or rust in hardware, hoods, wing nuts, hinges, wear on signal wire, mechanical hardware and condition of back plates.

- **Span Wire:** check condition of span and tether wires, clevis pins, clamps and hardware, remove excessive slack.
- **Mast Arms:** check clamps, hardware connection bolts for rust, and tightness; prime and spot paint as required.
- The basis for this maintenance will be conducted through a work order issued by the Contract Manager. Also, the Contract Manager shall approve the complete replacement of signal heads, mast arms and span wire. The cost of such replacement shall be charged to the County under the time and material rates.

g) Conflict monitors shall be bench tested, not field tested, by using a certified conflict monitor test fixture following manufacturer's recommended testing procedures.

### **3.5 REPORTS**

- a) The Contractor shall prepare an electronic maintenance record and an electronic invoice for each trouble call received. Format shall be specified and/or approved by the Contract Manager. Each maintenance record shall contain the following information:
- Location and signal identification number.
  - Service requested or trouble reported; name of person that made the request or report; date and time received.
  - Person that responded; date and time of arrival at the site; problem found; work completed; date and time work was completed.
  - Maintenance record number.
  - List of materials, parts, and equipment used.
  - List of man-hours by employee and classification.
  - Attach as documentation a copy of vendor invoices.
  - County-furnished parts and equipment used shall be noted as such.
  - Adjustments made to equipment in controller cabinet.
  - Serial numbers and dates of manufacture from equipment removed and new/refurbished equipment installed.
  - Photos of "before" and "after" at each location.
- b) Each maintenance record shall be completed in full and transmitted to the Contract Manager within three (3) business days of completion of work. Such record may also serve as the contractor's invoice for the work performed.
- c) Invoices submitted separately from a maintenance record shall be transmitted to the Contract Manager within (30) calendar days of completion of work, except for work completed in the last two weeks of each fiscal year (Sept. 16<sup>th</sup> thru Sept. 30). Invoices for work completed in this time frame shall be transmitted to the Contract Manager on or before October 7<sup>th</sup>. Invoices submitted inconsistent with the time limitations stated herein may not be approved for payment.

- d) Conflict monitor bench testing: a print-out of the original test results shall be given to the Contract Manager and a copy will remain with the unit tested.
- e) Contractor may request addendum for material pricing in the contract. Contract Manager will forward approved addendum requests to the Board of County Commissioners for approval of the contract modification.
- f) All documentation shall be submitted electronically.

### **3.6 RESPONSE MAINTENANCE**

#### **3.6.1 TASK PRIORITIES**

The Contractor shall arrive at the work site according to the schedule outlined below. The order of priorities during initial response is (1) make the area safe to work in; (2) make the site safe for the traveling public; and (3) identify the problem and make repairs. Repairs which involve the replacement of small electrical and/or electronic parts and equipment (e.g., lamps, LEDs, loop detector amplifiers, load switches) shall be completed during the time of initial response.

#### **3.6.2 RESPONSE TIMES**

- Trouble calls during weekday hours of 8:00 AM and 4:30 PM, excluding legal holidays: One (1) hour.
  - Trouble calls at all other times: Two (2) hours.
  - Location (spotting) of signal equipment: Two (2) business days.
- a) If the Contractor fails to respond within the times specified, the County may charge for non-performance as set forth at the end of Part 3 of this contract and may procure the work to be performed by another contractor and charge back to the Contractor the cost incurred plus an administrative fee of 10%.
  - b) Response time for after-hours service calls (4:31 PM to 7:59 AM) and weekends/holidays shall be reviewed and initiated by the "Traffic Signal, Level II" technician who shall be responsible for determining the proper response time. The following are typical applications for response times:

##### Two-Hour Response Time:

- Intersection completely out
- Cabinet/pole knockdown
- Dual signal indications out
- Left/right turn signal indications out
- Not cycling properly

##### Next Day Response:

- Single signal indication out on thru phases only

- Activating without demand
- c) Severe weather conditions (included but not limited to):
  - Heavy rain
  - High winds
  - Fog
  - Tornado warnings
  - Tropical storms
  - Hurricanes

Work shall commence as soon as conditions improve or warnings are lifted by National Weather Service.

- d) Conflict Monitor bench testing will be initiated only upon receipt of work orders issued by the Contract Manager.

### **3.7 REPAIR TIME**

- a) The Contractor shall complete work, which typically cannot be finalized during initial response according to the schedule outlined below.
  - Pole knockdown or damage: restore safe operation within 24 hours; order replacement pole within one (1) business day; install new pole within five (5) business days upon receipt.
  - Pedestrian pedestal knockdown: install new pedestal assembly within five (5) business days.
  - Sign knockdown or damage: advise the Contract Manager within one (1) business day; the County will furnish a new sign; install new sign within five (5) business days upon receipt.
  - Controller cabinet collision: replace cabinet with county stock or rental within eight (8) hours; order replacement equipment within one (1) business day; install new cabinet within five (5) business days upon receipt.
  - Controller, master, or conflict monitor failure: replace unit with spare within four (4) hours; order replacement unit or ship unit to manufacturer for repair within one (1) business day; install replacement unit within five (5) business days upon receipt.
  - Loop assembly failure: temporary splice if possible and install new loop assembly within five (5) business days. Test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
  - Signal assembly knockdown: install new signal assembly within 24 hours.

- Span wire knockdown or damage: notify law enforcement for traffic control; install new span wire within 24 hours.
  - Communication cable failure: If communication cable is found to be damaged, document findings and provide Contract Manager with a written repair estimate within five (5) business days. The Contract Manager will re-issue a part "B" work order for repairs.
  - Grounding failure or damage: install new grounding within five (5) business days. Test each new ground assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (RE: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
  - Conflict monitors shall be bench tested and re-installed within five (5) business days of work order issued by County .
  - All final repairs other than those listed above shall be completed within (30) calendar days after interim repairs have been performed.
- b) The Contract Manager may order service and minor design modifications (e.g., signal display adjustments, detector modifications and timing changes). The Contractor shall complete such service orders within ten (10) business days.
- c) If the Contractor fails to respond within the times specified, the County may charge penalties for non-performance as set forth in the Bid Sheet and may procure the work to be performed by another contractor and charge back to the Contractor the cost so incurred plus an administrative fee of 10%.

**CHARGES FOR NON-PERFORMANCE  
 (Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$250
Failure to Respond to Trouble Call Within Specified Time	\$500
Failure to Complete Repair Within Specified Time	\$500
Failure to Comply with FDOT Maintenance of Traffic Standards	\$500



Appendix "A"

**TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET**

Intersection: \_\_\_\_\_

**LOOP ASSEMBLY RESISTANCE**

	Loop Location/No.	Series Resistance	Insulation Resistance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**GROUND ROD RESISTANCE**

	Rod Location	Resistance
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

\_\_\_\_\_  
**SIGNATURE OF CONTRACTOR'S REPRESENTATIVE**  
 IMSA Level II - Certified Technician

\_\_\_\_\_  
**DATE**

## **CONSTRUCTION OF TRAFFIC SIGNALS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- e) *National Electric Code*, including latest edition.

#### **1.2 DESCRIPTION OF WORK**

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of Work Orders which will identify a specific scope and location.

### **PART 2 - PRODUCTS**

#### **2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT**

- a) The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities and things necessary to fully complete the work described in this specification.
- b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition.

#### **2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR**

Where the plans or Work Order includes installation of County-furnished equipment, the County will turn over such equipment to the Contractor when the construction progress allows or as designated in the plans or Work Order. The County will bear the costs of correcting any defects in the equipment stored prior to Contractor's start date that was found by the Contractor. The Contractor will maintain the equipment in proper operational condition after pick-up at no cost to

the County until either final acceptance or the equipment is returned to the County.

## **2.3 REMOVED PARTS AND EQUIPMENT**

- a) Equipment that is removed and deemed by the Contractor as suitable for reuse shall be delivered to the County as indicated on the construction plans or Work Order or placed into the Contractor's inventory of County-furnished equipment. Such equipment shall be labeled as County property with the location from which it was removed.
- b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- c) Parts and equipment that are removed, and are not suitable for reuse and without salvage value, shall be properly disposed by the Contractor at his expense.

## **PART 3 - EXECUTION**

### **3.1 QUALIFICATIONS**

- a) The Contractor shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level, or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

### **3.2 OPERATIONS**

- a) The Contractor, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by maintenance activity. If already damaged prior to arrival, the cost of such replacement may be charged to the County under the time and material rates. The Contractor shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work is performed.
- b) All public land corners and monuments encountered shall be protected by the Contractor. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.

- c) The Contractor shall assume all costs associated with restoration of corners and monuments.
- d) The Contractor shall coordinate and perform service transfers and adjustments with Gulf Power Company.
- e) The Contractor shall remove all surplus materials from the right-of-way within 24 hours.
- f) The Contractor warrants his workmanship for one (1) year following conditional acceptance of the work.
- g) The Contractor agrees to correct any defect in workmanship within 10 business days of receipt of notice from the Contract Manager.

### **3.3 REPORTS**

- a) The Contractor shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.
- b) The Contractor shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

### **3.4 COMPLETION TIME**

The Contractor shall complete work according to the schedule specified in the Work Order. Typically, completion time will be specified according to the representative schedule provided below.

- a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: complete within 60 days.
- b) Construct new multi-phase traffic signal: Order equipment from vendors within 10 business days from date of Work Order. Complete installation within 30 days upon receipt of all equipment from vendors.
- c) Install signal head and/or cable to create a left-turn phase: complete within 30 days.
- d) Install new controller assembly: Order equipment from vendor within 5 business days from date of Work Order. Complete installation within 30 days upon receipt from vendor.
- e) Install pedestrian detector station with or without signals: complete within 30 days.
- f) Install new loop assembly: complete within 10 business days.

**CHARGES FOR NON-PERFORMANCE  
(Per Occurrence):**

Failure to Transmit Maintenance Record Within Five (5) Business Days	\$250
Failure to Respond to Trouble Call Within Specified Time	\$500
Failure to Complete Repair Within Specified Time	\$500
Failure to Comply with FDOT Maintenance of Traffic Standards	\$500

**3.5 INSPECTION AND ACCEPTANCE OF WORK**

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the *FDOT Standard Specifications for Road and Bridge Construction*, latest edition, shall apply unless otherwise specified in the Work Order.

**BID FORM**  
Specification Number 12-13.049  
**SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: August 9, 2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Signal Response Maintenance and Construction 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: Ingram Signalization, Inc.

RESPONSE MAINTENANCE			
	Bid Rate	Est. Qty	Ext
Technician - IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR	55.00	1255	69025.00
Technician - IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM)/HR	65.00	80	5200.00
Technician - IMSA Level II (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	75.00	730	54750.00
Technician - IMSA Level III (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	80.00	40	3200.00
Technician Assistant (Mon-Fri, 8:00 AM-4:30 PM)/HR	30.00	1255	37650.00
Technician Assistant (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	40.00	40	1600.00
Office Assistant/HR	25.00	627	15675.00
Aerial Bucket Truck (Standard) /HR	20.00	1200	24000.00
Aerial Bucket Truck (Large)/HR	30.00	55	1650.00
Service Truck/HR	20.00	730	14600.00
Maintenance of Traffic (Message Board Rental)/DAY	15.00	10	150.00
Utility Coordination (Sunshine Spots)/PI	200.00	10	2000.00
Timing Implementation/PI	100.00	5	500.00
Timing Adjustment, Systems (Coordinated)/PI	150.00	5	750.00
Timing Adjustment, Intersections (Non-Coordinated)/PI	100.00	5	500.00
Bench Testing (Conflict Monitor)/EA	125.00	50	6250.00
Temporary Controller/Monitor Rental/DAY	25.00	25	625.00
Temporary Traffic Signal Operation, Generator Rental/HR	20.00	5	100.00
Temporary Traffic Signal Cabinet, During Knock-Down Rental/Day	10.00	5	50.00
	Subtotal		238275.00
<b>PARTS AND MATERIALS - FURNISH</b>			
Markup (%) - Material Acquisition	20 %	5,000	1000.00
	Subtotal		1000.00



	Bid Rate	Est. Qty	Ext
<b>620 - GROUNDING ELECTRODE:</b>			
10 ft. 5/8" Ground Rod/EA	40.00	100	4000.00
20 ft. 5/8" Ground Rod/AS	80.00	50	4000.00
	Subtotal		8000.00
<b>630 - CONDUIT - Schedule 40:</b>			
1/2" 10 ft. Section/EA	5.00	100	500.00
1" 10 ft. Section/EA	6.00	100	600.00
Conduit, 2" (Above Ground)/LF	3.00	200	600.00
Conduit, 2" (Underground)/LF	1.00	500	500.00
Conduit, 2" (Under Pavement/Jacked)/LF	3.00	500	1500.00
Conduit, 1" Clamp/EA	0.30	100	30.00
Conduit, 2" Clamp/EA	0.50	100	50.00
Coupling, 1/2"/EA	0.25	50	12.50
Coupling, 1"/EA	0.27	50	13.50
Coupling, 2"/EA	0.65	200	130.00
90 degree elbow, 1/2"/EA	1.00	100	100.00
90 degree elbow, 1"/EA	1.00	100	100.00
90 degree elbow, 2"/EA	1.25	100	125.00
	Subtotal		4261.00
<b>IMSA Signal Cable Color Code:</b>			
White/Black/Green/Red/Orange/Blue/LF			
16-Conductor/LF	2.67	250	667.50
12-Conductor/LF	2.00	250	500.00
9-Conductor/LF	1.15	250	287.50
7-Conductor/LF	1.55	500	775.00
	Subtotal		2230.00
<b>633 - INTERCONNECT CABLE:</b>			
Interconnect Cable/FSK Wire (Overhead) - 6-22-AL-F8/LF	2.50	1000	2500.00
Interconnect Cable/6-22-AL-F8/LF	2.50	1000	2500.00
Interconnect Cable/Fiber Optic (Underground)/LF	2.25	1000	2250.00
Buried Cable Warning Marker (Per Detail)/EA	40.00	1000	40000.00
	Subtotal		7250.00
	Bid Rate	Est. Qty	Ext.
<b>634 - SPAN WIRE:</b>			

Span Wire (One Wire/Perpendicular)/PI	250.00	1	250.00
Span Wire (One Wire/Diagonal)/PI	250.00	1	250.00
Span Wire (One Wire/Box)/PI	900.00	1	900.00
Span Wire (Two Wire/Perpendicular)/PI	300.00	1	300.00
Span Wire (Two Wire/Diagonal)/PI	300.00	1	300.00
Span Wire (Two Wire/Box)/PI	900.00	1	900.00
Adjustable Hanger/EA	51.00	25	1275.00
Disconnect Hanger/EA	200.00	25	5000.00
Extension Hanger/EA	39.00	25	975.00
Span Wire Hanger (2079-S) with SS Bushing (Single Cable Support)/EA	41.00	25	1025.00
Span Wire Clamp/EA	41.00	25	1025.00
Sign Bracket, Mast Arm Type (1-Way)/EA	159.00	5	795.00
Mast Arm Signal Bracket/EA	192.00	5	960.00
Sign Bracket/Span Wire Type (1-Way)/EA	125.00	5	625.00
Sign Bracket/Span Wire Type (2-Way)/EA	130.00	5	650.00
Eye Bolt/EA	6.00	25	150.00
All Thread/5/8"/LF	1.00	25	25.00
Span Wire Insulator/12"/EA	200.00	5	1000.00
Guy Anchor, 6"/EA	150.00	5	750.00
Guy Wire/1/4"/LF	1.00	100	100.00
Guy Wire/3/8"/LF	1.00	500	500.00
Span Wire Splice/1/4"/EA	15.00	25	375.00
Span Wire Splice/3/8"/EA	23.00	25	575.00
Guy Wire Vise/1/4"/EA	12.00	25	300.00
Guy Wire Vise/3/8"/EA	28.00	25	700.00
Slip fitter/4 1/2"/EA	45.00	25	1125.00
		Subtotal	20830.00
<b>635 - PULL BOX OR JUNCTION BOX:</b>			
Pull Box/EA	141.00	25	3525.00
Aerial Junction Box/EA	75.00	5	375.00
Mounted Junction Box/EA	100.00	20	2000.00
Fiber Optics/EA	700.00	10	7000.00
Special/EA	1125.00	1	1125.00
		Subtotal	14025.00
<b>639 - ELECTRICAL SERVICE:</b>			
Electrical Power Service/AS	215.00	1	215.00
Electrical Service Wire/LF	1.00	500	500.00
Electrical Service Disconnect/EA	150.00	1	150.00
		Subtotal	865.00



	Bid Rate	Est. Qty	Ext.
<b>641 - CONCRETE STRAIN POLE:</b>			
<b>Concrete Strain Pole N-IV:</b>			
20' - 26'/EA	1011.00	1	1011.00
28' - 34'/EA	1131.00	1	1131.00
36' - 42'/EA	2500.00	1	2500.00
42' - 50'/EA	2700.00	1	2700.00
<b>Concrete Strain Pole N-V:</b>			
20' - 26'/EA	1526.00	1	1526.00
28' - 34'/EA	1835.00	1	1835.00
36' - 42'/EA	2535.00	1	2535.00
42' - 50'/EA	3200.00	1	3200.00
<b>Concrete Strain Pole N-VI:</b>			
20' - 26'/EA	1670.00	1	1670.00
28' - 34'/EA	2020.00	1	2020.00
36' - 42'/EA	2795.00	1	2795.00
42' - 50'/EA	3560.00	1	3560.00
<b>Concrete Strain Pole N-VII:</b>			
20' - 26'/EA	1970.00	1	1970.00
28' - 34'/EA	2500.00	1	2500.00
36' - 42'/EA	3300.00	1	3300.00
42' - 50'/EA	3770.00	1	3770.00
<b>Concrete Strain Pole N-VIII:</b>			
20' - 26'/EA	2150.00	1	2150.00
28' - 34'/EA	2665.00	1	2665.00
36' - 42'/EA	3425.00	1	3425.00
42' - 50'/EA	3945.00	1	3945.00
	<b>Subtotal</b>		50208.00
<b>643 - WOOD POLE:</b>			
Class 5 Wood Strain Pole/35'/EA	500.00	1	500.00
Wood Strain Pole/6" Top x 16/.60 CCA SYP Pole (Treated)/EA	200.00	1	200.00
	<b>Subtotal</b>		700.00

	Bid Rate	Est. Qty.	Ext.
<b>650 - TRAFFIC SIGNAL:</b>			
Traffic Signal/12" (1 Section, 1 Way)/AS	125.00	10	1250.00
Traffic Signal/12" (2 Section, 1 Way)/AS	215.00	5	1075.00
Traffic Signal/12" (3 Section, 1 Way)/AS	225.00	25	5625.00
Traffic Signal/12" (4 Section, 1 Way)/AS	330.00	1	330.00
Traffic Signal/12" (5 Section, 1 Way)/AS	375.00	10	3750.00
Traffic Signal/12" (1 Section, 2 Way)/AS	338.00	1	338.00
Traffic Signal/12" (2 Section, 2 Way)/AS	575.00	1	575.00
Traffic Signal/12" (3 Section, 2 Way)/AS	795.00	10	7950.00
Traffic Signal/12" (4 Section, 2 Way)/AS	1025.00	1	1025.00
Traffic Signal/12" (5 Section, 2 Way)/AS	1260.00	1	1260.00
Signal Lens/12" Plastic/EA	15.00	1	15.00
Signal Lens/12" Glass/EA	15.00	1	15.00
Signal Lamp Reflector/12"/EA	30.00	1	30.00
Signal Visor/12"/EA	25.00	10	250.00
Signal Bracket (1W)/EA	100.00	10	1000.00
Signal Bracket (2W)/EA	225.00	10	2250.00
Signal Back Plate/1 Section/EA	77.00	10	770.00
Signal Back Plate/3 Section/EA	100.00	25	2500.00
Signal Back Plate/5 Section/EA	168.00	25	4200.00
		<b>Subtotal</b>	<b>34208.00</b>
<b>653 - PEDESTRIAN SIGNAL :</b>			
Pedestrian Signal (LED Countdown)/EA	395.00	25	9875.00
Pedestrian Signal Lens/EA	28.00	1	28.00
Pedestrian Signal Housing (Ped Can)/EA	165.00	10	1650.00
Aluminum Pedestal (Pedestrian Signal, Flashing Beacon)/EA	386.00	25	9650.00
Concrete Pedestal/Type II (Power Service)/EA	386.00	10	3860.00
	<b>Subtotal</b>		<b>25063.00</b>
<b>659 - 12" LED MODULE:</b>			
Green/EA	66.00	100	6600.00
Red/EA	60.00	25	1500.00
Yellow/EA	64.00	25	1600.00
Green Arrow/EA	66.00	15	990.00
Red Arrow/EA	60.00	15	900.00
Yellow Arrow/EA	63.00	15	945.00
Yellow (12v)/EA	88.00	15	1320.00
Signal Lamp (3M Optical)/EA	10.00	25	250.00

		Subtotal	14105.00
	Bid Rate	Est. Qty.	Ext.
<b>660 - LOOP ASSEMBLY AND DETECTOR:</b>			
Loop Assembly/Type A/6'x20'/EA	200.00	1	200.00
Loop Assembly/Type A/6' x 50'/EA	300.00	25	7500.00
Loop Assembly/Type B/6' x 6'/EA	200.00	25	5000.00
Loop Assembly/Type D/6'x50'/EA	300.00	1	300.00
Loop Assembly/Type E/4'x16'/EA	100.00	1	100.00
Loop Assembly/Type F/6'x20'/EA	300.00	1	300.00
Loop Assembly/Type F/6'x50'/EA	400.00	25	10000.00
Loop Assembly/Type G/(4) Type "B" 6'x6'/EA	400.00	1	400.00
Loop Detector/1 Channel/Relay Output/Shelf Mount/EA	140.00	10	1400.00
Loop Detector/1 Channel/Relay Output/Shelf Mount/Time Delay/EA	155.00	10	1550.00
Loop Detector/1 Channel/Solid State/Shelf Mount/EA	200.00	10	2000.00
Loop Detector/1 Channel/Solid State/Shelf Mount/Time Delay/EA	200.00	10	2000.00
Loop Detector/2 Channel/Solid State/Shelf Mount/EA	250.00	10	2500.00
Loop Detector/2 Channel/Solid State/Shelf Mount/Time Delay/EA	250.00	10	2500.00
Loop Detector/4 Channel/Solid State/Shelf Mount/EA	300.00	1	300.00
Loop Detector/4 Channel/Solid State/Shelf Mount/Time Delay/EA	300.00	1	300.00
Loop Detector/2 Channel/Solid State/Rack Mount/EA	200.00	10	2000.00
Loop Detector/2 Channel/Rack Mount/Time Delay/EA	200.00	10	2000.00
Loop Detector/4 Channel/Solid State/Rack Mount/EA	250.00	1	250.00
Loop Detector/4 Channel/Solid State/Rack Mount/Time Delay/EA	250.00	1	250.00
Surge Arrestor (Inductance Loop Amplifier)/EA	25.00	10	250.00
Home Run Cable (Replacement)/LF	2.00	500	1000.00
		Subtotal	42100.00
<b>660-4 - Vehicle Detection System-Video</b>			
Aldis, 360 degree 10" diameter x 9" Fisheye Camera / EA	3845.00	1	3845.00
Aldis, GRIDSMART Control Unit for TS1 and TS2 Traffic Control Cabinets/EA	13567.00	1	13567.00
16" LCD Monitor for Aldis System/EA	500.00	1	500.00
		Subtotal	17912.00
<b>665 - PEDESTRIAN DETECTOR (Pole Mounted Station):</b>			
Pedestrian Detector (Station with Post)/AS	200.00	1	200.00
Detector Sign (Pedestrian)/EA	22.00	50	1100.00
Push Button (Pedestrian Detector)/EA	60.00	50	3000.00

	Subtotal		4300.00
	Bid Rate	Est. Qty.	Ext.
<b>670 - FLASHING BEACON ASSEMBLY/COMPONENTS (Pole Mounted Cabinet):</b>			
School Beacon Assembly 120v RTC AP21 Complete Operational System/AS	3000.00	1	3000.00
Flashing Beacon Controller Assembly/AS	565.00	1	565.00
PB-5100 15' Aluminum Pole/EA	358.00	25	8950.00
PB-5306 Anchor Bolts/EA	10.00	100	1000.00
PB-5335 Square Aluminum Base with Aluminum Door/EA	160.00	25	4000.00
PB-5325 Collar Assembly for Square Base/EA	75.00	25	1875.00
SE-1100 4.5' OD Post Mounting Kit/EA	45.00	25	1125.00
SE-1002 Flasher Cabinet Assembly with Police Type One Lock/EA	505.00	5	2525.00
SE-0513 Tri-Stud Adapters/EA	35.00	25	875.00
SH-0206 U-Bolt Sign Assembly Kit/EA	30.00	25	750.00
	Subtotal		24665.00
<b>Flashing Beacon Controller Assembly/Solar Powered/Pole Mounted/Per Detail:</b>			
Carmanah R247 Series 24-Hour Flashing Warning Beacon/AS	3500.00	1	3500.00
Carmanah R820 Series Crosswalk Beacon/AS	3500.00	1	3500.00
Carmanah R829 Series/Sch Zone Bcn/w/Calendar-Based Software/AS	4200.00	1	4200.00
	Subtotal		11200.00
<b>School Time Clock:</b>			
Naztec Series 100/365 Day Programmable/EA	375.00	1	375.00
RTC AP21/365 Day Programmable/EA	452.00	10	4520.00
ELTEC/NTC-17E/365 Day Programmable/EA	452.00	1	452.00
AP22/Time Switch/EA	759.00	1	759.00
CPR2102Q/Pager Programmable Time Switch/EA	1285.00	1	1285.00
RTC, AP22/365 Day Programmable/EA	565.00	1	565.00
1520 Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	8200.00	1	8200.00
1820 Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	8200.00	1	8200.00
	Subtotal		24356.00
<b>Fuse:</b>			
Conflict Monitor/Fuse/1/2 Amp (Slo Blo)/EA	1.00	25	25.00
Conflict Monitor/Fuse/2 Amp/EA	1.00	25	25.00
Controller Fuse/3/4/ Amp/24 VDC/EA	1.00	25	25.00

Controller Fuse/1 1/4 Amp (Slo Blo)/EA	1.00	25	25.00
	Subtotal		100.00
	Bid Rate	Est. Qty.	Ext.
<b>Flashing Beacon Assembly/Components (Solar Powered/Pole Mounted)</b>			
<b>(Information Display Company):</b>			
18' Aluminum Pole/EA	562.00	1	562.00
55 Watt, Solar Power Panel Kit Complete for Speed Check Displays/EA	700.00	1	700.00
Solar Panel Racking/EA	200.00	1	200.00
Solar Pole-Mounted Battery Box/EA	300.00	1	300.00
School Flashing Beacon Assembly – Model 1520, 12v Solar Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS	7015.00	1	7015.00
School Flashing Beacon Assembly – Model 1820, 12v Solar Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS	7307.00	1	7307.00
	Subtotal		16084.00
<b>670-5-121 - EMERGENCY GENERATOR POWER HOOK-UP:</b>			
(Inc Pre-Assembled Harness/Gasket/Clamp/Splice/Per FDOT Dist 3 Spec)/AS	500.00	1	500.00
	Subtotal		500.00
<b>671 - TRAFFIC SIGNAL CONTROLLERS:</b>			
<b>Controller (Isolated):</b>			
Naztec/920/Nema/TS1/8 Phase/EA	2900.00	1	2900.00
Peek/LMD - 9200/NEMA/TS-1/8 Phase/EA	2500.00	1	2500.00
Peek/3000E/NEMA/TS-1/8 Phase/EA	5575.00	1	5575.00
<b>Controller Type (Interconnect 860 NM Fiber Optic, Closed Loop):</b>			
Peek 3000E NEMA/TS-1/8 Phase/EA	4950.00	1	4950.00
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA	7210.00	1	7210.00
<b>Controller Type (Interconnect FSK Wire, Closed Loop):</b>			
Peek 3000E NEMA/TS-1/8 Phase/EA	5450.00	1	5450.00
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA	7210.00	1	7210.00
<b>Refurbished Controller (Closed Loop):</b>			
Peek 3000E NEMA/8Phase/TS-1/Fiber Optic/EA	4925.00	1	4925.00
Peek 3000E NEMA/8Phase/TS-1/FSK/EA	4925.00	1	4925.00
Peek ATC-1000 Controller/EA	6770.00	1	6770.00
	Subtotal		52415.00

<b>676 - BASE MOUNTED CONTROLLER CABINET:</b>			
		1	
NEMA/SOP 10/8 Phase/TS-1 (2) Preemption Plans (Per FDOT District 3 Specifications)/EA	10754.00	1	10754.00
<b>676 - Cont.</b>	<b>Bid Rate</b>	<b>Est. Qty</b>	<b>Ext.</b>
NEMA/SOP 10/8 Phase/TS-1/Communications/Master (Per FDOT District 3 Specifications)/EA	11233.00	1	11233.00
NEMA/SOP 10/8 Phase/TS-1/Communications/Master/Video Detection (Per FDOT District 3 Specifications)/EA	11700.00	1	11700.00
	<b>Subtotal</b>		<b>33687.00</b>
<b>Peek Controller Cabinet:</b>			
NEMA/SOP 10/8 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	15000.00	1	15000.00
NEMA/4 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	11900.00	1	11900.00
	<b>Subtotal</b>		<b>26900.00</b>
<b>MISCELLANEOUS SIGNAL EQUIPMENT:</b>			
Peek Double Diamond NEMA/TS-1/CMU/EA	1265.00	1	1265.00
Conflict Monitor/Naztec/NM512/LCD/TS-1 (Used)/EA	400.00	1	400.00
Peek ELRA Conflict Monitor (Used)/EA	400.00	1	400.00
Loadswitch/EA	37.00	200	7400.00
Flash Transfer Relay/EA	62.00	25	1550.00
Surge Arrestor (Closed Loop Communication Line)/EA	100.00	1	100.00
Controller/Peek VideoTrak Plus/EA	5000.00	1	5000.00
Camera/Peek VPK351-B VideoTrak/EA	2500.00	1	2500.00
Video System/9" Blk & Wht Camera Monitor (Arm Electronics) or Equal/EA	325.00	1	325.00
Video System/Peek Uni Trak Detector Card (TS-1)/EA	4920.00	1	4920.00
Solar System/12V Sealed Battery (Back-Up)/EA	350.00	1	350.00
Power Supply/Peek NEMA PS 100/EA	500.00	1	500.00
Cabinet Fan/EA	30.00	10	300.00
Police Manual Control Button/EA	50.00	1	50.00
Phone Modem/2400 Baud Rate/EA	425.00	1	425.00
Phone Modem/56LK Baud Rate/EA	425.00	1	425.00
Pedestrian Isolator Board (Peek NEMA Cabinet)/EA	300.00	10	3000.00
1/4" Nail-In Anchor/EA	1.00	200	200.00
Blacktop Patch/EA	8.00	50	400.00
#12 Fork Terminals/EA	0.40	1000	400.00
Tie Wraps/EA	0.50	1000	500.00
#6 THHN Wire/LF	1.00	100	100.00
SEOW or "SO" 10-3, AWG Copper Cable/LF	1.00	500	500.00
Hand Hole Cover (Mast Arm)/EA	45.00	10	450.00
Foundation (Controller Cabinet)/EA	500.00	5	2500.00

Concrete Pad/EA	300.00	5	1500.00
24"x36" Concrete Base w/Ground Rod/EA	200.00	10	2000.00
Anchor Bolts/EA	10.00	100	1000.00
US Robotics, US5686G / 56K / V.92 Serial Controller Fax Modem/EA	425.00	10	4250.00
Peek IQ Connect, Model M3000 Translator/EA	1398.00	1	1398.00
Misc. Signal Equipment continued	Bid Rate	Est. Qty	Ext.
Iteris, Vantage Edge 2 processor module, Rack Mounted Video Card/EA	4918.00	1	4918.00
EDI, PS 200 Shelf/Power Supply/EA	445.00	5	2225.00
Coby Electronics Corp. 10" Portable Digital TFT/LCD Color TV/Monitor/EA	702.00	1	702.00
		Subtotal	51953.00
		TOTAL	767192.00

\* Estimated quantities are for cost comparison only

### CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

### SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Terms of Payment  
(Check one) Net 30 Days \_\_\_\_\_ 2% 10th Prox \_\_\_\_\_

County Permits/Fees required for this project:

Permit \_\_\_\_\_ Cost \_\_\_\_\_  
\_\_\_\_\_ None Known \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

Concrete Pad/EA	300.00	5	1500.00
24"x36" Concrete Base w/Ground Rod/EA	200.00	10	2000.00
Anchor Bolts/EA	10.00	100	1000.00
US Robotics, US5686G / 56K / V.92 Serial Controller Fax Modem/EA	425.00	10	4250.00
Peek IQ Connect, Model M3000 Translator/EA	1398.00	1	1398.00
<b>Misc. Signal Equipment continued</b>	<b>Bid Rate</b>	<b>Est. Qty</b>	<b>Ext.</b>
Iteris, Vantage Edge 2 processor module, Rack Mounted Video Card/EA	4918.00	1	4918.00
EDI, PS 200 Shelf/Power Supply/EA	445.00	5	2225.00
Coby Electronics Corp. 10" Portable Digital TFT/LCD Color TV/Monitor/EA	702.00	1	702.00
		<b>Subtotal</b>	51953.00
		<b>TOTAL</b>	767192.00

\* Estimated quantities are for cost comparison only

### CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 7/24/13 Addendum No.        Date         
Addendum No.        Date        Addendum No.        Date       

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority  
Document Number 1959

Occupational License No. 84219

Florida DBPR Contractor's License, Certification and/or  
Registration No. EC13004309

Type of Contractor's License, Certification and/or  
Registration Electrical

Expiration Date: 8/31/2014

Terms of Payment  
(Check one) Net 30 Days        2% 10th Prox       

County Permits/Fees required for this project:

Permit        Cost         
None Known

Bidder: Ingram Signalization, Inc.

By: William D. Wilson

Signature: [Signature]

Title: Vice-President

Address: 4522 North Davis Hwy.  
Pensacola, FL 32503

Person to contact concerning this bid:  
William D. Wilson

Phone/Toll Free/Fax # 850-433-8266

Fax 850-434-2816

E-Mail Address: dwilson@gulf.net

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.



**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**OFFICE OF PURCHASING**

213 PALAFOX PLACE, 2<sup>nd</sup> Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS  
*Purchasing Manager*



July 24, 2013

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Signal Response Maintenance and Construction PD#12-13.049

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification. This Addendum #1 provides for the following:

- **Pre-Solicitation Thursday, August 1, 2013 at 2:00p.m.**
- **Change Bid Opening Date: FROM: ~~3:15 p.m., CDT, Wednesday, July 24, 2013~~  
TO: 10:15 a.m., CDT, Friday, August 9, 2013**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received it. You may photo copy for your record.

Sincerely,

A handwritten signature in black ink, reading "Joe F. Pillitary".

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

3. Taking the following action concerning the reduction of the minimum sales price required for real properties, due to the Property Appraiser's 2013 Certified Roll Assessed Values:

A. Authorizing the sale of the following real properties to the bidder with the highest offer received at or above the reassessed minimum bid, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board;

(1) Property located at 2 Utah Court, Account Number 05-5883-000, Reference Number 15-2S-30-6200-580-010, (*which*) is now assessed at \$4,500; and

(2) Property located at 110 North Merritt Street, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008, (*which*) is now assessed at \$5,700; and

B. Authorizing the Chairman to sign all documents related to the sale.

4. Awarding an Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13.048, "Maintenance on Street and Navigation Lights," to Ingram Signalization, Inc., effective October 1, 2013, ending September 30, 2016, and approving annual expenditures up to \$150,000 (Funding: Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601 – \$50,000) (Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 – \$100,000).

**AGREEMENT RELATING TO  
MAINTENANCE OF STREET AND NAVIGATION LIGHTS PD12-13.048**

This Agreement is made and entered into this 5th day of September, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-087919, and whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503.

**WITNESSETH:**

**WHEREAS**, the County issued an Invitation to Bid relating to preventative and response maintenance of street and navigation lights throughout Escambia County (PD 12-13.048); and

**WHEREAS**, Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of pest and rodent control services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years commencing on October 1, 2013, and ending on September 30, 2016.
3. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Maintenance of Street and Navigation Lights, Specification No. P.D. 12-13.048, 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. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Bid Form, dated August 9, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
5. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees 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.
6. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.



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

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) 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.

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



Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Ingram Signalization, Inc.  
Attention: William Wilson  
4522 North Davis Highway  
Pensacola, Florida 32503

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.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full



force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. 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.

**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 and through its Chairman, authorized to execute same by Board action on the 5<sup>th</sup> day of September, 2013, and Ingram Signalization, Inc., signing by and through its Vice President, duly authorized to execute same.

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 8/12/13

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court



COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Gene M. Valentino, Chairman

Date: 09-16-2013

BCC Approved: 09-05-2013

CONTRACTOR:  
INGRAM SIGNALIZATION, INC.

By: [Signature]  
William D. Wilson, Vice President

ATTEST:  
By: [Signature]  
Corporate Secretary



Date: September 12, 2013

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
MAINTENANCE OF STREET AND NAVIGATION LIGHTS  
SPECIFICATION PD 12-13.048**

• **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE
- BID FORMS WITH ORIGINAL SIGNATURE
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA  
OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S),  
CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

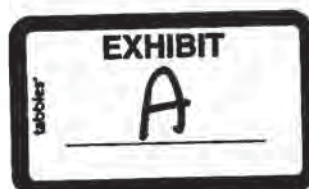
**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

CERTIFICATE OF INSURANCE  
PAYMENT AND PERFORMANCE BONDS

**HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY. DO NOT RETURN WITH YOUR BID**





**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**MAINTENANCE OF STREET AND NAVIGATION LIGHTS**

**SPECIFICATION NUMBER PD 12-13.048**

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, July 24, 2013

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

Gene Valentino, Chairman  
Lumon May, Vice Chairman  
Wilson B. Robertson  
Grover Robinson, IV  
Steven Barry

**Procurement Assistance:**

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807  
Email: [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)  
Website: [www.myescambia.com](http://www.myescambia.com)

**Technical Assistance:**

Ken Canady, Project Manager  
Contract Manager  
Traffic and Transportation Operations  
3363 West Park Place  
Pensacola, FL 32505  
Tel: (850) 595-3639  
Fax: (850) 595-3405

**SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**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.



**MAINTENANCE OF STREET AND NAVIGATION LIGHTS  
PD 12-13.048**

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Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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**SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***  
**SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**

**Joe Pillitary, CPPB, CPPB**  
**Purchasing Coordinator**

Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850)595-4878 Fax No: (850) 595-4807

**Invitation to Bid**

**MAINTENANCE OF STREET AND  
NAVIGATION LIGHTS**

**SOLICITATION NUMBER:**  
**PD 12-13.048**

**SOLICITATION**

MAILING DATE: Monday, July 8, 2013

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 24, 2013 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

BID BOND ATTACHED \$ \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

**CONTRACTOR**

Name and Title of Signer (Type or Print)

Name of Contractor

By \_\_\_\_\_  
Signature of Person Authorized to Sign Date

ATTEST \_\_\_\_\_  
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST \_\_\_\_\_  
Witness Date

ATTEST \_\_\_\_\_  
Witness Date

**ESCAMBIA COUNTY FLORIDA**

Name and Title of Signer (Type or Print)

By \_\_\_\_\_  
County Administrator Date

WITNESS \_\_\_\_\_  
Date

WITNESS \_\_\_\_\_  
Date

Awarded Date \_\_\_\_\_

Effective Date \_\_\_\_\_



**BID FORM**  
**Specification Number PD12-13.048**  
**MAINTENANCE OF STREET AND NAVIGATION LIGHTS**

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Maintenance of Street and Navigation Lights** 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: \_\_\_\_\_

Company Name

GENERAL RATES			
	Bid Rate	Bid Qty	Ext
Technician – IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR		400	
Technician – IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM) /HR		25	
Technician – IMSA Level II (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR		240	
Technician – IMSA Level III (Mon-Fri/4:31 PM-7:49 AM/ Sat/Sun/ Holiday)/HR		15	
Technician Assistant (Mon-Fri/8:00 AM-4:30 PM)/HR		400	
Technician Assistant (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR		15	
Office Assistant/HR		200	
Aerial Bucket Truck (Standard)/HR		400	
Aerial Bucket Truck (Large)/HR		20	
Service Truck/ HR		240	
Maintenance of Traffic (Message Board Rental)/DA Y		10	
Utility Coordination (Sunshine Spots)/PI		5	
Subtotal			

**PARTS AND MATERIALS**

**FIXTURE:**

Cobrahead, 250W, 240V/EA		50	
Cobrahead, 400W, 480V/EA		50	
Cobrahead, 250W, 120V/EA		50	
Cobrahead, 250W, 480V/EA		50	
Cobrahead, 400W, 240V/EA		50	
Halophane, 150W, 480V/EA		50	
Subtotal			

**LAMP:**

High Pressure Sodium, 250W /EA		50	
High Pressure Sodium, 400W/EA		50	
Metal Halide, 70W /EA		50	
Metal Halide, 150W/EA		50	
Metal Halide, 175W/EA		50	
Subtotal			

BALLAST:	Bid Rate	Bid Qty	Ext
High Pressure Sodium, 120V, 250W/EA		50	
High Pressure Sodium, 120V, 400W/EA		50	
High Pressure Sodium, 240V, 250W/EA		50	
High Pressure Sodium, 240V, 400W/EA		50	
High Pressure Sodium, 480V, 250W/EA		50	
High Pressure Sodium, 480V, 400W/EA		50	

Metal Halide, 240V, 70W/EA		50	
Subtotal			

BALLAST:			
Metal Halide, 240V, 150W/EA		50	
Metal Halide, 240V, 175W/EA		50	
Metal Halide, 480V, 70W/EA		50	
Metal Halide, 480V, 150W/EA		50	
Metal Halide, 480V, 175W/EA		50	
Subtotal			

PHOTO CELL:			
Pedestal, 120V – EA		25	
Pedestal, 480V – EA		25	
Twist Lock, 120V – EA		25	
Twist Lock, 480V – EA		25	
Subtotal			

NAVIGATION LIGHTS AND MATERIALS:			
Lantern, Red, LED – EA		10	
Lantern, Green, LED – EA		10	
Tide Gauge Light , White, 35W – EA		4	
Channel Marker Light – EA		4	
Fuse, 10 AMP – EA		50	
Surge Arrestor – EA		50	
Fuse Holder – EA		25	
Boot – EA		50	
12/2 SO Cable/LF		200	
10/2 SO Cable/LF		200	
Subtotal			

MARKUP (%) - Material Acquisition for materials not listed above: 

%	\$2500	
---	--------	--

**TOTAL**

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(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF BID IS BY CORPORATION**

Escambia County Competency Board

- ☐ Building Contractor, State Certified
- ☐ Building Contractor, State Registered
- ☐ Building Contractor
- ☐ Building Contractor, Escambia Co. Only
- ☐ Demolition Contractor
- ☐ Electrical, State Certified
- ☐ Electrical, State Registered
- ☐ Electrical, Escambia County Contract Only
- ☐ General Contractor, State Certified
- ☐ General Contractor, State Registered
- ☐ General Contractor
- ☐ Lawn Sprinkler & Irrigation
- ☐ Marine Contractor
- ☐ Mechanical Contractor, State Certified
- ☐ Mechanical Contractor, State Registered
- ☐ Mechanical Contractor
- ☐ Mechanical, Escambia County Contract Only
- ☐ Roofing, Unlimited, State Registered
- ☐ Roofing, Unlimited, State Certified
- ☐ Roofing, Limited
- ☐ Roofing, Unlimited
- ☐ Sign Electrical Contractor, State Registered
- ☐ Sign Electrical Contractor, State Certified
- ☐ Steam Gen. Boiler/And Piping
- ☐ Tower/Antenna
- ☐ Underground Utility/Excavation State Registered
- ☐ Underground Utility/Excavation State Certified
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- License # \_\_\_\_\_

Florida DBPR Contractor's License

- ☐ Building Contractor, State Certified
- ☐ Building Contractor, State Registered
- ☐ Building Contractor
- ☐ Building Contractor, Escambia Co. Only
- ☐ Demolition Contractor
- ☐ Electrical, State Certified
- ☐ Electrical, State Registered
- ☐ Electrical, Escambia County Contract Only
- ☐ General Contractor, State Certified
- ☐ General Contractor, State Registered
- ☐ General Contractor
- ☐ Lawn Sprinkler & Irrigation
- ☐ Marine Contractor
- ☐ Mechanical Contractor, State Certified
- ☐ Mechanical Contractor, State Registered
- ☐ Mechanical Contractor
- ☐ Mechanical, Escambia County Contract Only
- ☐ Roofing, Unlimited, State Registered
- ☐ Roofing, Unlimited, State Certified
- ☐ Roofing, Limited
- ☐ Roofing, Unlimited
- ☐ Sign Electrical Contractor, State Registered
- ☐ Sign Electrical Contractor, State Certified
- ☐ Steam Gen. Boiler/And Piping
- ☐ Tower/Antenna
- ☐ Underground Utility/Excavation State Registered
- ☐ Underground Utility/Excavation State Certified
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

Bid Form Continued  
PD 12-13.048  
Maintenance of Street and Navigation Lights

License # \_\_\_\_\_

Name Under Which License is Recorded

\_\_\_\_\_  
Print or Type

I certify that:

I have examined the plans and specifications

State of Florida Department of State Certificate of  
Authority Document Number

Occupational License No. \_\_\_\_\_

Terms of Payment (Check one)

☐ Net 30 Days \_\_\_\_ ☐ 2% 10th Prox \_\_\_\_  
☐ Other \_\_\_\_

County Permits/Fees required for this  
project:

<u>Permit</u>	<u>Cost</u>
None Known	_____
_____	_____
_____	_____

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

I hold the necessary license to perform the  
work indicated in the plans and specifications  
My license is current and meets all of the  
requirements of the Escambia Competency  
Board

\_\_\_\_\_  
Original Signature

Person to contact concerning this bid:

\_\_\_\_\_  
Phone # \_\_\_\_\_

Toll Free # \_\_\_\_\_

Fax # \_\_\_\_\_

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Hundred Dollars (\$500.00)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
by \_\_\_\_\_  
(print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

Name of Business \_\_\_\_\_

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**



**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

END

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(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**



**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 12-13.048, "Maintenance of Street and Navigation Lights",  
Name of Submitting Firm, Time and Date due.  
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must  
mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.



### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **SCOPE OF WORK SUMMARY**

The scope of work under this contract involves the preventive and response maintenance of street and navigation lights throughout Escambia County. A list of the lights to be maintained is presented in Section 10 of the Specifications. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

#### **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$500.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

#### **3. Procurement Questions**

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, Telephone (850) 595-4878, Fax (850) 595-4807. Technical questions may be directed to Ken Canady, Project Manager, Telephone (850) 595-3639, Fax (850) 595-3405.

#### **4. Bid**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

#### **5. Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.



6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

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:

Transportation and Traffic Operations  
Attention: Ken Canady, Project Manager  
3363 West Park Place  
Pensacola, FL 32505

8. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of acceptance by Escambia County, or as specified herein.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

9. **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.

10. **Award**

Award shall be made on an "all-or-none total" basis.

11. **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.

12. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

13. **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.)

14. **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.

**Insurance Requirements**

15. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.



The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, 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 nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal

certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807
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.



## Index of Documents

### **Standard Construction Contract Documents**

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at [www.myscambia.com/departments/purchasing](http://www.myscambia.com/departments/purchasing), must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

### **Agreement Declaration (Revised as indicated by asterisk)**

- Section 1      \*B. N/A sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5      \*A. Substantially Complete in N/A calendar days  
                  Fully Complete and ready for Final Inspection in N/A calendar days  
                  \*B. Liquidated Damages at N/A for each calendar day
- Section 6
- Section 7      \*A. Traffic and Transportation Operations  
                  3363 W. Park Place  
                  Pensacola, FL 32505  
                  Attn: Ken Canady, Project Manager
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

### **Exhibits (Revised as indicated by asterisk)**

- A.      General Terms and Conditions  
                  \*4.4 Two (2) copies of each Application for Payment
- B      Form of Performance and Payment Bond
- C      Insurance and Safety Requirements

## **MAINTENANCE OF STREET AND NAVIGATION LIGHTS**

### **1. DEFINITIONS AND IDENTIFICATIONS:**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which allow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

#### **1.1 ADMINISTRATOR**

Whenever the term ADMINISTRATOR is used herein, it is intended to mean the County Administrator of the Escambia County Government, his deputy, or his designee. The ADMINISTRATOR is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the ADMINISTRATOR or his designee.

#### **1.2 BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

#### **1.3 CONTRACTOR**

The CONTRACTOR selected to perform the services pursuant to this Agreement.

#### **1.4 COUNTY**

Escambia County, a body corporate and political subdivision of the State of Florida.

#### **1.5 PROGRAM DIRECTOR**

The PROGRAM DIRECTOR of the Transportation and Traffic Operations Division, or designee.

#### **1.6 MAINTENANCE**

Work involving inspection, adjustment, repair, and replacement of street lights, navigation lights and vertical clearance gauge lights.

#### **1.7 STREET LIGHT**

An electric power-operated device by which the surface of streets, roads, and bridges are lighted. Appurtenances such as poles, luminaries, conduit, and photoelectric cells are considered to be part of street lights for purpose of this contract.

#### **1.8 NAVIGATION LIGHT**

Electric power-operated devices by which marine traffic is warned and guided. Appurtenances such as stanchions, conduit, and photoelectric cells are considered part of a navigation light for the purpose of this contract.

#### **1.9 VERTICAL CLEARANCE GAUGE LIGHT**

An electric powered spotlight that illuminates a vertical clearance gauge for marine vessels proceeding under a bridge. Appurtenances such as support arms, conduit, and photo-electric cells are considered part of a vertical clearance gauge light for the purpose of this contract.

### **2. SCOPE OF WORK:**

The scope of work under this contract involves the preventive and response maintenance of street and



navigation lights throughout Escambia County. A list of the lights to be maintained is presented in Section 10. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

### **3. CONTRACTOR:**

#### **3.1 The CONTRACTOR hereby agrees or warrants in order carrying out this SCOPE OF WORK:**

**3.1.1** To furnish all transportation, plant, labor, materials, signs, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the work contemplated by this contract as required by, and in strict accordance with, the applicable plans, specifications and addenda prepared by the PROGRAM DIRECTOR and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this contract, and shall perform all other obligations imposed by the contract. The COUNTY will not be responsible for furnishing any equipment or material to the CONTRACTOR. However, the COUNTY may choose to furnish specific parts and equipment to the CONTRACTOR. If parts and/or equipment are furnished, the CONTRACTOR may be required to sign a receipt for the equipment and safeguard the equipment until it is installed.

**3.1.2** To provide 24-hour service for the repair of navigation lights. After hours servicing of navigation lights will be coordinated with the Escambia County Sheriffs' Office and Escambia County Road Department. The CONTRACTOR will provide and maintain a telephone number where he, or his designee, can be reached on a 24-hour basis during the term of this contract. In the event CONTRACTOR may anticipate in advance that he will be unavailable for any period of time, at such number, he shall so notify the PROGRAM DIRECTOR. If CONTRACTOR will be available at any other number not on file with the COUNTY, CONTRACTOR shall so notify PROGRAM DIRECTOR, it being the intent of the parties that CONTRACTOR shall, to the extent practicable, take all reasonable steps to assure his availability for services on an emergency basis.

**3.1.3** That CONTRACTOR has a sufficient amount of prior satisfactory electrical experience to perform all of the work specified in this contract.

**3.1.4** That persons installing, operating and maintaining such equipment be fully trained and qualified and that the CONTRACTOR shall have all work performed under the direct supervision of an electrician licensed by Escambia County or the State of Florida.

**3.1.5** That workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any worker who uses profane or abusive language either verbal or bodily, or who interferes with the work of a county or state inspector or disobeys the instructions of the PROGRAM DIRECTOR shall be immediately and permanently discharged from work on this contract.

**3.1.6** To keep, in stock, a sufficient number of spare luminaries, navigation beacons lenses, lamps, etc., to permit uninterrupted operation of street and navigation lights. It is important that parts and equipment be on hand or readily available to the CONTRACTOR to comply with the performance standards and to adequately insure the public safety.

**3.1.7** To store, safeguard and maintain a written inventory of spare equipment, which is owned by the COUNTY. Spare equipment includes items such as luminaries and navigation beacons. The PROGRAM DIRECTOR may retrieve any County-owned equipment from the CONTRACTOR at any time during normal business hours. The PROGRAM DIRECTOR may request a copy of the current inventory list from the CONTRACTOR at any time and the CONTRACTOR shall produce the list within two working days. At the end of the contract, the PROGRAM DIRECTOR may 1) retrieve County-owned equipment from the CONTRACTOR or, 2) abandon any such equipment with the CONTRACTOR.

**3.1.8** To comply with Florida Department of Transportation (FDOT) work site safety and maintenance of traffic standards. Reference documents include:



- a) FDOT, Standard Specifications for Road and Bridge Construction, Section 10 (latest edition).
- b) United States Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1e-1989), Part VI (latest edition).
- c) Where excavations occur in sidewalks or other pedestrian ways, the CONTRACTOR shall provide a safe and orderly pedestrian passage over or around the excavation area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations nor cause the pedestrians to walk upon unsuitable or hazardous surfaces.
- d) At the end of each day's work and at all other times when construction operations are suspended, all equipment, materials, and other obstructions shall be removed from that portion of the right-of-way normally open to traffic.
- e) The CONTRACTOR shall assume all costs associated with the purchase or lease of materials and equipment needed to comply with safety standards, including arrow displays.

**3.1.9** To coordinate and perform transfers and adjustments of electric service with Gulf Power Company. The COUNTY shall pay fees charged by Gulf Power.

**3.1.10** To replace, at the Contractor's expense, sidewalk slabs, driveway slabs, and any other items, if they are damaged by maintenance activity. If damaged prior to arrival on-site, the cost of such replacement, if approved by County, may be charged to the County under time and material rates. Contractor shall have a digital camera with date stamp and flash to document the state of the site prior to work being performed and after work is performed. These photos shall be electronically submitted with the invoice.

**3.1.11** The CONTRACTOR shall protect all public land corners and monuments, which may be encountered during maintenance. Corners and monuments in conflict with work and in danger of being destroyed, damaged, or covered shall be properly referenced by a Florida Registered Land Surveyor prior to beginning work at that site. The CONTRACTOR shall retain the Land Surveyor to reference and restore, upon completion of the work, all such corners and monuments. The CONTRACTOR shall assume all costs associated with the restoration of such corners and monuments.

**3.2 BASE RATE SERVICES shall include the following:**

**3.2.1 PREVENTIVE MAINTENANCE SERVICES**

The CONTRACTOR shall establish and perform a monthly/bi-monthly (once every 2 months) preventive maintenance schedule for all items included in Sections 9 and 10. Monthly service shall be performed for each navigation and vertical clearance gauge light, and a bi-monthly preventive maintenance service for the streetlights on the Bob Sikes Bridge. CONTRACTOR shall develop a preventive maintenance checklist, which includes, at a minimum, all of the issues and items listed in Sections 9 and 10. The maintenance schedule related to all items on the Bob Sikes Bridge shall be coordinated with the Bob Sikes Toll Facility Program Manager.

The checklist shall be approved by the PROGRAM DIRECTOR. An electrician, employed by the CONTRACTOR, shall complete a checklist for each light during each monthly/bi-monthly preventive maintenance service. The electrician who performs the service shall sign the checklist certifying that all specified work was completed. The checklist shall be forwarded electronically to the PROGRAM DIRECTOR with each monthly invoice. Toll fees associated with this work shall be incorporated in the base rate.

**3.2.2 LOCATE LIGHTING EQUIPMENT**

The CONTRACTOR shall locate (spot) lights and appurtenances whenever reasonably requested by the PROGRAM DIRECTOR, utility companies, other CONTRACTORS, and the FDOT.

**3.2.3 ADJUSTMENTS AND MINOR REPAIRS**

The CONTRACTOR shall perform the adjustments and minor repairs listed below as part of the Base Rate Services, if they are performed during preventive maintenance



services.

- a) Adjustments to sensors.
- b) All inspections, repairs, replacements, and adjustments, which use equipment/parts with a unit value of less than ten dollars (\$10.00).

**3.3 REPAIR RATES SERVICES shall include the following:**

**3.3.1 Service Calls**

Responses to service calls and subsequent repairs, which may be necessary, shall be charged according to the Contractor's Rate Schedule. Parts and materials shall be charged only if repairs include material and parts with a value of at least ten dollars (\$10.00). Toll fees associated with this work shall be incorporated in the service truck rate.

**3.3.2 VANDALISM, STORM DAMAGE, AND VEHICLE COLLISIONS**

The CONTRACTOR shall repair all damage to lights as a result of vandalism, storm damage, and vehicle collisions. Such repairs shall be considered service calls and shall be charged according to the hourly rates and part/materials rate schedule.

**3.4 TERM**

The term of this agreement shall be for a period of three (3) years commencing on October 1, 2013, and ending on September 30, 2016.

**4. COMPENSATION AND METHOD OF PAYMENT:**

COUNTY agrees to pay CONTRACTOR as compensation for its services under the terms of this Agreement, a fee to be computed as described below. The fee for maintenance services to be performed by the CONTRACTOR including all costs, expenses and fees, is to be paid as follows:

**4.1 RATE SCHEDULE**

The rate schedule as used herein shall mean the unit prices shown on the Rate Schedule.

**4.2 METHOD OF PAYMENT**

The CONTRACTOR shall be paid monthly. The CONTRACTOR shall submit an electronic invoice covering all work performed during the preceding month to the PROGRAM DIRECTOR for approval. All charges shall be clearly itemized and placed into one of two categories preventive maintenance or service calls.

- 4.2.1** Preventive maintenance and repairs conducted under Section 3.2 shall be charged according to the set monthly unit prices shown in the Rate Schedule.
- 4.2.2** Service calls shall be charged according to the hourly and parts/materials rates shown on the Rate Schedule.
- 4.2.3** All invoices must be submitted for payment on or before October 7th of each year for the previous fiscal year ending September 30th.

**5. DOCUMENTATION:**

The CONTRACTOR shall produce the documentation described below in an electronic format. Invoices will not be approved for payment unless accompanied by these reports.

- 5.1** The monthly preventive maintenance invoice shall be accompanied by the preventive maintenance checklist and responses to correspondence from the PROGRAM DIRECTOR.
- 5.2** Service call invoices shall be accompanied by the following documentation:
  - 5.2.1** Work orders showing all labor and truck hours and/or truck trips expended, and Parts and materials used.
  - 5.2.2** Vendor invoices showing parts, materials, and/or equipment charged.
  - 5.2.3** All equipment, which is furnished by the COUNTY and installed by the CONTRACTOR, shall be identified as "County-furnished" on the work order for work.

5.3 Payment will be made to CONTRACTOR at:

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## **6. RECORDS AND PERFORMANCE STANDARDS:**

### **6.1 RECORDS**

6.1.1 Maintenance and inventory records created by the CONTRACTOR shall become joint property of the COUNTY. CONTRACTOR shall furnish an electronic copy of all records requested to and by the PROGRAM DIRECTOR.

6.1.2 Maintenance Records: The CONTRACTOR shall keep neat, accurate and up-to-date records of all work performed under this contract. Maintenance records shall include, but not be limited to, the following information:

- a) Location and light identification number;
- b) Type of malfunction reported, person making notification, person responding to notification, and problem found;
- c) Dates and times of notification, arrival at the site, and completion of repairs;
- d) How problem was repaired, materials used, equipment used, and hours per employee expended;
- e) Work order number.

### **6.2 PERFORMANCE STANDARDS:**

#### **6.2.1 RESPONSE TIMES**

The CONTRACTOR agrees to have a repairman at the site of the work to be performed, according to the schedule below, after the receipt of notice of an issue. If the CONTRACTOR is already performing maintenance work on another light covered by this contract, then the CONTRACTOR shall respond immediately upon completion of the work in progress. If the CONTRACTOR fails to respond within the times specified in the schedule, then and in that event, in addition to the charges for non-performance set forth on the schedule, the COUNTY may procure the work to be performed by another licensed electrical contractor and charge back to the CONTRACTOR the cost so incurred plus 10%.

#### **6.2.2 RESPONSE TIME SCHEDULE**

##### **a) NAVIGATION LIGHTS**

The CONTRACTOR agrees to have a repairman at the site of the work to be performed within 90 minutes, regardless of the hour, after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or service call of a malfunction or dark light.

##### **b) VERTICAL CLEARANCE GAUGE LIGHTS**

The CONTRACTOR agrees to have a repairman at the site of the work to be performed within 90 minutes, regardless of the hour, after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or service call of a malfunction or dark light.

##### **c) STREETLIGHTS**

The CONTRACTOR agrees to have a repairman at the site of the work to be performed within forty-eight (48) hours after receipt of notice from the PROGRAM DIRECTOR or a service call of a malfunction or dark light.

##### **d) EMERGENCY**



When the PROGRAM DIRECTOR determines that an emergency or dangerous situation exists, the CONTRACTOR shall respond within 30 minutes of notification, regardless of the hour.

**e) RESPONSE**

When location (spotting) of lighting equipment is requested, the CONTRACTOR shall respond within forty-eight (48) hours.

**6.2.3 REPAIR TIMES**

The CONTRACTOR agrees to complete repairs, according to the schedule below, unless the PROGRAM DIRECTOR grants an extension of time:

Problem	Emergency (1)	Final (2)
Pole knockdown	90 minutes	30 days
Lamp out (navigation light)	90 minutes	24 hours
Lamp out (vertical clearance gauge light)	90 minutes	24 hours
Lamp out (street light)	N/A	48 hours

(1) Emergency repairs - restore proper and safe operation or in case of major repairs needed - make area safe and schedule necessary repairs.

(2) Final repairs - restore to plan specifications.

**CHARGES FOR NON-PERFORMANCE (Per Occurrence):**

Failure to Transmit Maintenance Record Within Five (5) Business Days	\$250
Failure to Respond to Trouble Call Within Specified Time	\$500
Failure to Complete Repair Within Specified Time	\$500
Failure to Comply with FDOT Maintenance of Traffic Standards	\$500

**6.2.4 REFERENCE DOCUMENTS**

All materials and signal equipment furnished by the CONTRACTOR in performance of the work shall conform to the applicable requirements established by the following publications:

- a) Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
- b) Florida Department of Transportation, Design Standards, latest edition.
- c) National Electric Code, including latest revisions.

**6.2.5 CERTIFICATION AND APPROVAL OF NEW EQUIPMENT**

The CONTRACTOR shall, if requested, certify that equipment meets the minimum specifications established by the FDOT prior to its use under this contract. Unless otherwise specified, all equipment and materials shall be new and of first quality.

Tideland Signal Corporation Model No. ML-155 navigation beacons shall be used unless the PROGRAM DIRECTOR specifies other equipment.

**6.2.6 PULL BOXES**

Where a pull box is cut into asphalt or concrete, the CONTRACTOR shall fill any gap around the pull box with the same type of material, which surrounds the pull box. This work is to minimize erosion and to eliminate gaps from which a pedestrian and/or bicyclist may trip.

**6.2.7 NEW GROUNDING**

The CONTRACTOR shall test each ground rod and rod assembly in accordance with FDOT standards.

**6.2.8 REMOVAL OF EQUIPMENT**

- (a) Equipment that is removed and deemed by the CONTRACTOR as suitable for reuse shall be delivered to the County as indicated on the construction plans or work order. Such equipment shall be labeled as County property with the location from which it is removed.
- (b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Highway 297A, Cantonment.
- (c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the Contractor at his expense.

## **7. MISCELLANEOUS:**

### **7.1 TERMINATION**

This Agreement may be terminated by either party for cause or upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the CONTRACTOR shall be paid its compensation for services performed up to the termination date. All COUNTY furnished software, parts and equipment, and reports prepared by CONTRACTOR shall become the property of COUNTY and shall be delivered by CONTRACTOR to COUNTY. All maintenance records in custody of CONTRACTOR shall be delivered to COUNTY.

### **7.2 SUBCONTRACTORS**

In the event the CONTRACTOR during the course of the Work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must secure the prior written approval of the PROGRAM DIRECTOR.

### **7.3 ASSIGNMENT**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the COUNTY. However, the Agreement shall run to the Escambia County Government and its successors.

### **7.4 REPRESENTATIVE OF CONTRACTOR**

CONTRACTOR shall inform the ADMINISTRATOR AND PROGRAM DIRECTOR in writing of the CONTRACTOR representative to whom matters involving the conduct of the Project shall be addressed.

### **7.5 ATTORNEY'S FEES**

Should litigation or arbitration occur between the parties relating to enforcement or interpretation of this Agreement, the other party shall pay reasonable costs and attorney fees incurred by the prevailing party.

### **7.6 ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. 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.

### **7.7 WARRANTY**

The CONTRACTOR warrants his workmanship for one (1) year following installation of new materials and equipment. CONTRACTOR also agrees to correct any defect in workmanship within the repair time standards established in Article 6, paragraph 6.2 of this contract.



## **7.8 NOTICES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States Postal Service, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to-wit:

### **For Escambia County:**

Program Director  
Escambia County  
Transportation and Traffic Operations Division  
3363 West Park Place  
Pensacola, Florida 32505

### **For CONTRACTOR:**

## **8. APPLICABLE LAWS AND REGULATIONS:**

- 8.1** The CONTRACTOR shall conform to all applicable State, Federal and local laws, ordinances and regulations, including but not limited to the following:
  - 8.1.1** Florida Workers' Compensation Statute 440, as amended.
  - 8.1.2** Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards.
  - 8.1.3** Occupational Safety and Health Act, 29 CFR 1926, Construction Industry Standards, particularly with respect to Hazard Communications Standards and Trenching and Shoring Standards.
  - 8.1.4** Florida Administrative Code, Rules 3 8F and 3 8I.
  - 8.1.5** Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 102 (2000).
- 8.2** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.
- 8.3** The failure of the COUNTY to enforce at any time or 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.
- 8.4** 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.

## **9. DETAIL OF PREVENTIVE MAINTENANCE SERVICES:**

### **9.1 NAVIGATION LIGHTS (MONTHLY INSPECTIONS AND SERVICES)**

#### **9.1.1 LAMPS AND LENSES**

Visually check for cleanliness, lamp outages, and broken lenses. Replace or clean as necessary.

#### **9.1.2 PHOTO-ELECTRIC CELLS**

Visually and manually check for condition and operation. Adjust or repair as necessary.

#### **9.1.3 LIGHTS**

Inspect housing, brackets, hangers, and wiring. Repair and clean as necessary.

#### **9.1.4 ELECTRIC SERVICE**

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels,

cabinets, and locks. Repair as necessary.

## **9.2 VERTICAL CLEARANCE GAUGE LIGHTS (MONTHLY INSPECTIONS AND SERVICES)**

### **9.2.1 LAMPS AND LENSES**

Visually check for cleanliness, lamp outages, and broken lenses. Replace or clean as necessary.

### **9.2.2 PHOTO-ELECTRIC CELLS**

Visually and manually check for condition and operation. Adjust or repair as necessary.

### **9.2.3 LIGHTS**

Inspect housing, brackets, hangers, and wiring. Repair and clean as necessary.

### **9.2.4 ELECTRIC SERVICE**

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks. Repair as necessary.

## **9.3 STREET LIGHTS (BI-MONTHLY INSPECTIONS AND SERVICES)**

### **9.3.1 LUMINARIES**

Visually check for breakage and lamp outages. Replace or repair as necessary.

### **9.3.2 PHOTO-ELECTRIC CELLS**

Visually and manually check for condition and operation. Adjust or repair as necessary.

### **9.3.3 POLES AND ARMS**

Inspect for rigidity and verticality. Inspect foundation, grounding, and base plates.

### **9.3.4 ELECTRIC SERVICE**

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks. Repair as necessary.

## **10. LIST OF STREET AND NAVIGATIONAL LIGHTS TO MAINTAIN:**

### **10.1 STREET LIGHTS**

Barrancas Ave./Bayou Chico Bridge/  
From City Limits to West End – 27  
Bob Sikes Bridge – 40  
Creighton Rd./Hilburn Rd. – 3  
Creighton Rd./Plantation Rd. – 4  
Davis Hwy./Airport Blvd. – 4  
Davis Hwy./I-10 Interchange  
Between Bloodworth Ln. and Northcross Ln. – 26  
Hwy. 29/Airport Blvd. – 4  
Hwy. 29/Brent Ln./Beverly Pkwy. – 4  
Hwy. 29/Burgess Rd. – 2  
Hwy. 29/Diamond Dairy Rd. – 2  
Hwy. 29/Industrial Blvd. – 3  
Hwy. 29/Pinestead Rd. – 2  
Hwy. 29/Stumpfield Rd./Marcus Pointe Blvd. – 3  
Hwy. 29/W St. – 3

Lillian Hwy./From LaPaz St. to San Sebastian Cr. - 5  
Navy Blvd./Bayou Chico Bridge - 4  
Nine Mile Rd./Guidy Ln. - 3  
Olive Rd/Cody Ln - 2  
Palafox Hwy./Airport Blvd. - 4

University Pkwy. - 186

**10.2 NAVIGATIONAL LIGHTS**

Bob Sikes Bridge - 12

**10.3 VERTICAL CLEARANCE LIGHTS**

Bob Sikes Bridge - 2

**10.4 OVERHEAD SIGN LIGHTING**

Davis Hwy - 41



**BID FORM**  
**Specification Number PD12-13.048**  
**MAINTENANCE OF STREET AND NAVIGATION LIGHTS**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: August 9, 2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Maintenance of Street and Navigation Lights 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: Ingram Signalization, Inc.  
Company Name

GENERAL RATES			
	Bid Rate	Bid Qty	Ext
Technician – IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR	50.00	400	20000.00
Technician – IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM)/HR	65.00	25	1625.00
Technician – IMSA Level II (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	75.00	240	18000.00
Technician – IMSA Level III (Mon-Fri/4:31 PM-7:49 AM/ Sat/Sun/ Holiday)/HR	100.00	15	1500.00
Technician Assistant (Mon-Fri/8:00 AM-4:30 PM)/HR	30.00	400	12000.00
Technician Assistant (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	45.00	15	675.00
Office Assistant/HR	30.00	200	6000.00
Aerial Bucket Truck (Standard)/HR	20.00	400	8000.00
Aerial Bucket Truck (Large)/HR	50.00	20	1000.00
Service Truck/ HR	20.00	240	4800.00
Maintenance of Traffic (Message Board Rental)/DAY	20.00	10	200.00
Utility Coordination (Sunshine Spots)/PI	200.00	5	1000.00
Subtotal			74800.00

**PARTS AND MATERIALS**

**FIXTURE:**

Cobrahead, 250W, 240V/EA	400.00	50	20000.00
Cobrahead, 400W, 480V/EA	445.00	50	22250.00
Cobrahead, 250W, 120V/EA	400.00	50	20000.00
Cobrahead, 250W, 480V/EA	400.00	50	20000.00
Cobrahead, 400W, 240V/EA	445.00	50	22250.00
Halophane, 150W, 480V/EA	1675.00	50	83750.00
Subtotal			188250.00

**LAMP:**

High Pressure Sodium, 250W /EA	17.50	50	875.00
High Pressure Sodium, 400W/EA	19.00	50	950.00
Metal Halide, 70W /EA	23.00	50	1150.00
Metal Halide, 150W/EA	26.00	50	1300.00
Metal Halide, 175W/EA	26.00	50	1300.00
Subtotal			5575.00





**BALLAST:**

	Bid Rate	Bid Qty	Ext
High Pressure Sodium, 120V, 250W/EA	102.00	50	5100.00
High Pressure Sodium, 120V, 400W/EA	121.00	50	6050.00
High Pressure Sodium, 240V, 250W/EA	102.00	50	5100.00
High Pressure Sodium, 240V, 400W/EA	121.00	50	6050.00
High Pressure Sodium, 480V, 250W/EA	102.00	50	5100.00
High Pressure Sodium, 480V, 400W/EA	121.00	50	6050.00

Metal Halide, 240V, 70W/EA	75.00	50	3750.00
Subtotal			37200.00

**BALLAST:**

Metal Halide, 240V, 150W/EA	82.00	50	4100.00
Metal Halide, 240V, 175W/EA	93.00	50	4650.00
Metal Halide, 480V, 70W/EA	75.00	50	3750.00
Metal Halide, 480V, 150W/EA	82.00	50	4100.00
Metal Halide, 480V, 175W/EA	93.00	50	4650.00
Subtotal			21250.00

**PHOTO CELL:**

Pedestal, 120V - EA	15.00	25	375.00
Pedestal, 480V - EA	26.00	25	650.00
Twist Lock, 120V - EA	19.00	25	475.00
Twist Lock, 480V - EA	23.00	25	575.00
Subtotal			2075.00

**NAVIGATION LIGHTS AND MATERIALS:**

Lantern, Red, LED - EA	1170.00	10	11700.00
Lantern, Green, LED - EA	1170.00	10	11700.00
Tide Gauge Light, White, 35W - EA	1539.00	4	6156.00
Channel Marker Light - EA	2822.00	4	11288.00
Fuse, 10 AMP - EA	8.00	50	400.00
Surge Arrestor - EA	50.00	50	2500.00
Fuse Holder - EA	11.00	25	275.00
Boot - EA	3.00	50	150.00
12/2 SO Cable/LF	1.50	200	300.00
10/2 SO Cable/LF	2.00	200	400.00
Subtotal			44872.00

MARKUP (%) - Material Acquisition for materials not listed above:

20 %	\$2500	500.00
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**TOTAL** 374522.00

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 7/24/13 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF BID IS BY CORPORATION**

**Escambia County Competency Board**

- ☐ Building Contractor, State Certified
  - ☐ Building Contractor, State Registered
  - ☐ Building Contractor
  - ☐ Building Contractor, Escambia Co. Only
  - ☐ Demolition Contractor
  - ☐ Electrical, State Certified
  - ☐ Electrical, State Registered
  - ☐ Electrical, Escambia County Contract Only
  - ☐ General Contractor, State Certified
  - ☐ General Contractor, State Registered
  - ☐ General Contractor
  - ☐ Lawn Sprinkler & Irrigation
  - ☐ Marine Contractor
  - ☐ Mechanical Contractor, State Certified
  - ☐ Mechanical Contractor, State Registered
  - ☐ Mechanical Contractor
  - ☐ Mechanical, Escambia County Contract Only
  - ☐ Roofing, Unlimited, State Registered
  - ☐ Roofing, Unlimited, State Certified
  - ☐ Roofing, Limited
  - ☐ Roofing, Unlimited
  - ☐ Sign Electrical Contractor, State Registered
  - ☐ Sign Electrical Contractor, State Certified
  - ☐ Steam Gen. Boiler/And Piping
  - ☐ Tower/Antenna
  - ☐ Underground Utility/Excavation State Registered
  - ☐ Underground Utility/Excavation State Certified
  - ☐ Other \_\_\_\_\_
  - ☐ Other \_\_\_\_\_
  - ☐ Other \_\_\_\_\_
  - ☐ Other \_\_\_\_\_
- License # \_\_\_\_\_

**Florida DBPR Contractor's License**

- ☐ Building Contractor, State Certified
- ☐ Building Contractor, State Registered
- ☐ Building Contractor
- ☐ Building Contractor, Escambia Co. Only
- ☐ Demolition Contractor
- ☒ Electrical, State Certified
- ☐ Electrical, State Registered
- ☐ Electrical, Escambia County Contract Only
- ☐ General Contractor, State Certified
- ☐ General Contractor, State Registered
- ☐ General Contractor
- ☐ Lawn Sprinkler & Irrigation
- ☐ Marine Contractor
- ☐ Mechanical Contractor, State Certified
- ☐ Mechanical Contractor, State Registered
- ☐ Mechanical Contractor
- ☐ Mechanical, Escambia County Contract Only
- ☐ Roofing, Unlimited, State Registered
- ☐ Roofing, Unlimited, State Certified
- ☐ Roofing, Limited
- ☐ Roofing, Unlimited
- ☐ Sign Electrical Contractor, State Registered
- ☐ Sign Electrical Contractor, State Certified
- ☐ Steam Gen. Boiler/And Piping
- ☐ Tower/Antenna
- ☐ Underground Utility/Excavation State Registered
- ☐ Underground Utility/Excavation State Certified
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_



Bid Form Continued

PD 12-13.048

**Maintenance of Street and Navigation Lights**

License # EC13004309

Name Under Which License is Recorded

William D. Wilson

Print or Type

I certify that:

I have examined the plans and specifications

I hold the necessary license to perform the work indicated in the plans and specifications. My license is current and meets all of the requirements of the Escambia Competency Board.

[Signature]  
Original Signature

State of Florida Department of State Certificate of Authority Document Number

Occupational License No 84219

Terms of Payment (Check one)

☐ Net 30 Days ☐ 2% 10th Prox ☐ Other

County Permits/Fees required for this project:

Permit	Cost
None Known	

Proposer: Ingram Signalization, Inc.

By: William D. Wilson

Signature: [Signature]

Title: Vice-President

Address: 4522 North Davis Hwy

Pensacola, FL 32503

Person to contact concerning this bid:  
William D. Wilson

Phone # 850-433-8266

Toll Free # \_\_\_\_\_

Fax # 850-434-2816

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of Five Hundred Dollars (\$500.00) is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County, Florida  
(print name of the public entity)  
by William D. Wilson, Vice President  
(print individual's name and title)  
for Ingram Signalization, Inc.  
(print name of entity submitting sworn statement)

whose business address is

4522 North Davis Hwy  
Pensacola, FL 32503

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
59-0879719

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this 9<sup>th</sup> day of August, 20 2013

Personally known ☒

OR produced identification ☐

(Type of identification)

Notary Public - State of Florida

My commission expires 5-12-14

Andrew Faragher  
(Printed typed or stamped commissioned name of notary public)

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**OFFICE OF PURCHASING**

213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850)595-4980  
(SUNCOM) 695-4980  
TELEFAX (850)595-4805  
<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS  
*Purchasing Manager*



July 24, 2013

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Maintenance on Street and Navigation Lights PD#12-13.048

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification. This Addendum #1 provides for the following:

- **Pre-Solicitation Thursday, August 1, 2013 at 2:00p.m.**
- **Change Bid Opening Date: FROM: 3:00 p.m., CDT, Wednesday, July 24, 2013  
TO: 10:00 a.m., CDT, Friday, August 9, 2013**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received it. You may photo copy for your record.

Sincerely,

  
Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10897

County Administrator's Report 10. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2016

Issue: Conservation of Roadside Native Wildflowers

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning Conservation of Roadside Native Wildflowers -  
Commissioner Steven Barry, District 5

That the Board adopt the Resolution committing to the conservation of roadside native wildflowers in partnership with the Florida Department of Transportation and adjoining property owners.

### **BACKGROUND:**

Many naturally beautiful species of native wildflowers, including Coreopsis, the State wildflower, as depicted upon the State Wildflower license tag, are already prominently displayed along Escambia County's State and County roadways. Increasing the visibility of native wildflowers in Escambia County is consistent with the vision of the Comprehensive Plan and goals of many individuals, businesses and community-based organizations. The presence of native wildflowers is essential to the fitness of native pollinator species necessary for productive and profitable farms and forests.

### **BUDGETARY IMPACT:**

N/A

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

The Resolution has been approved as to form and legal sufficiency by Bobbie Ellis Wiggins, Assistant County Attorney.

### **PERSONNEL:**

N/A

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

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution

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**RESOLUTION R2016-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA COMMITTING TO THE CONSERVATION OF ROADSIDE NATIVE WILDFLOWERS IN PARTNERSHIP WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ADJOINING PROPERTY OWNERS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the natural beauty of native wildflowers in Escambia County can be enjoyed by everyone; can attract guests, and benefit commerce, environmental health, and public well-being; and

**WHEREAS**, enjoyment of native wildflowers is an occasion for all County and community leaders to unite for the benefit of everyone; and

**WHEREAS**, many naturally beautiful species of native wildflowers, including *Coreopsis*, the state wildflower, as depicted upon the State Wildflower license tag, are already prominently displayed along Escambia county's state and county roadways; and

**WHEREAS**, increasing the visibility of native wildflowers in Escambia County is consistent with the vision of the Comprehensive Plan and goals of many individuals, businesses and community-based organizations; and

**WHEREAS**, the presence of native wildflowers is essential to the fitness of native pollinator species necessary for productive and profitable farms and forests; and

**WHEREAS**, in the spring of 1513, Juan Ponce de Leon named this beautiful place *La Florida*, Land of Flowers, because of the wealth of native wildflowers; and

**WHEREAS**, it is desirable and attainable to experience the beauty of many more native wildflowers by reducing the frequency and extent of roadside mowing.

**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 of Escambia County, Florida, do hereby commit and encourage others to commit to the conservation of roadside native wildflowers on state and county roadways, and do hereby instruct County staff to partner with the Florida Department of Transportation and adjoining property owners to plan and implement roadside management

practices that will increase the visibility and enjoyment of Florida native wildflowers.

**ADOPTED** this \_\_\_\_ day of September, 2016.

Approved as to form and legal  
sufficiency.

By/Title: B. Ellison IV AKA

Date: 09.24.16

BOARD OF COUNTY  
COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_

Deputy Clerk

(SEAL)



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-10157**

**County Administrator's Report 10. 15.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/01/2016

**Issue:** Approve the Establishment of a Committee for the Selection of the Design/Build Entity for the New County Correctional Facility

**From:** David Wheeler, Department Director

**Organization:** Facilities Management

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Establishment of a Committee for the Selection of the Design/Build Entity for the New County Correctional Facility - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve the establishment of a committee to participate in the selection of the Design/Build (DB) Entity for the design and construction of the new County Correctional Facility. This selection committee will be attending numerous meetings throughout the process, evaluating written information, attending interviews, scoring DB Entities utilizing objective criteria, and ranking and recommending DB Entities to the Board of County Commissioners.

Recommended composition of the 8-member selection committee:

County Administration - 2 Representatives  
Corrections Department - 2 Representatives  
Facilities Management Department - 1 Representative  
Public Works Department – 1 Representative  
Sheriff's Office – 1 Representative  
Court Administration - 1 Representative

### **BACKGROUND:**

Escambia County requires the assistance of a committee of professionals willing to participate in the selection of the Design/Build (DB) Entity for the New County Correctional Facility. These professionals will be required to attend a number of meetings throughout the process, evaluate written information submitted by the proposed DB entities, attend interviews of potential DB entities, and score the proposed DB entities utilizing an objective criteria established by the committee.

Role of the Design Criteria Professional (DCP)

Escambia County has contracted with the DLR Group to serve as the DCP for the project. The DCP will prepare a package of information to be provided to the prospective DB Entities. This package of information defines the physical requirements for the project including construction standards, schedule, and space requirements by department. In this role, the DCP will participate as advisors to the Selection Committee and to the overall selection process. The DCP will not participate in the scoring or ranking of the Design/Build Entities or be a voting member of the Selection Committee.

#### The Selection Process:

The method for the selection of the Design/Build entity is expected to be a two-phase process. The first phase in the process is referred to as the Request for Qualifications (RFQ). In this phase, the prospective DB entities will submit qualifications for evaluation by the selection committee. There may be oral presentations made by the prospective DB entities as well. The selection committee will evaluate and determine a "shortlist" of DB entities that is allowed to proceed to the next phase. Typically, the shortlist will contain no more than three (3) DB entities.

In the second phase of the process, typically referred to as the Request for Proposal (RFP) phase, the shortlisted DB entities will be provided the Design Criteria Package prepared by the DCP. Contained within this package of information will be construction quality standards, design drawings, site information, engineering system narratives, and other physical requirement information. The DB entities will then prepare documents and a formal response to the requirements for the project including an estimated cost for the work. While total construction cost will be a significant factor, the objective of the selection process is to identify the DB Entity/Proposal that represents the best value to the County. The Selection Committee will then evaluate the information provided by the DB entities and score the proposals. Once the scoring is completed, the selection committee will prepare a ranking and recommendation for the selected DB entity. The Board of County Commissioners will be presented with the recommendation from the selection committee and will vote to take action on the recommendation.

#### Selection Committee Responsibilities:

- Attend designated monthly meetings
- Assist the DCP and County Office of Purchasing with the creation of relevant evaluation criteria
- Review drafts of RFQ and RFP information provided by the County
- Provide an unbiased review of information provided by the DB proposers at both the RFQ & RFP Stages
- Participate in the evaluation of oral presentations by DB proposers at RFQ & RFP Stages
- Rank Order & Shortlist a maximum of 3 (three) DB Entities at the RFQ Stage to receive the RFP
- Rank Order and make recommendation to the BOCC for final selection of a DB entity

Anticipated Timeline: (Note: DB Entities Selection Timeline may be compressed after further discussions with County Administration, Purchasing and the BOCC)

Sept. 1, 2016 – Tentative Approval of the Establishment of a Selection Committee

Sept. 8, 2016 – Selection Committee Kick-off meeting and appointment of Chairman

Oct. 12, 2016 - Final Review Meeting Draft RFQ

Oct. 19, 2016 – Tentative BOCC workshop for RFQ review

Oct. 31, 2016 – Issue the RFQ

December 12-30, 2016 – Review DB entities response to RFQ

Jan. 6, 2017 – Interview DB entities

Jan. 13, 2017 – Publish Short-list of DB entities

March 13, 2017 – Issue RFP to short-listed entities

July 3-28, 2017 – Evaluation of RFP response

August 4, 2017 – Interview DB entities (if required)

August 14, 2017 – Ranking of DB entities announced

September, 2017 – BOCC approval and contract award

Recommended representation on the Selection Committee:

2 – County Administration Representatives

2 – Corrections Department Representatives

1 – Facilities Management Department Representative

1 – Public Works Department Representative

1 - Sheriff's Office Representative

1 – Court Administration Representative

8 total participants

Advisors:

Technical Advisor, DLR Group

Process Advisor, Office of Purchasing

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A



*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10797**

**County Administrator's Report 10. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Supplemental Budget Amendment #235 - Museum on Main Street Grant (MoMS)

**From:** Stephan Hall, Budget Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #235 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #235, Library Fund (113), in the amount of \$1,258, to recognize additional Grant proceeds from the Florida Humanities Council, and to appropriate these funds for the Museum on Main Street Grant (MoMS).

#### **BACKGROUND:**

On January 8, 2015, the BCC approved the Museum on Main Street Grant (MoMS) for \$6,000. West Florida Public Library has received \$7,258 from the Florida Humanities Council for this grant. This budget amendment recognizing the difference of \$1,258. This grant provides small communities access to the Smithsonian Institution traveling exhibits. The exhibit the library hosted was The Way We Worked.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 113 by \$1,258.

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

N/A

#### **PERSONNEL:**

N/A

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

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

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

N/A

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**Attachments**

SBA# 235

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2016-\_\_\_\_\_

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County and the West Florida Public Library System has received additional grant proceeds from the Florida Humanities Council for the Museum on Main Street Grant (MoMS), and these funds must now be appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Library Fund	113		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Florida Humanities Council Contribution	113	366009	1,258
(Museum on Main Street Grant)			
<b>Total</b>			<b>\$1,258</b>
<b>Appropriations Title</b>	<b>Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Promotional Activities	113/110507	54801	1,258
<b>Total</b>			<b>\$1,258</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#235



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-10819

County Administrator's Report 10. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2016

Issue: Supplemental Budget Amendment #242 - Sheriff's Auction of Older Vehicles

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #242 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #242, Local Option Sales Tax III, (LOST) Fund (352), in the amount of \$10,830, to recognize proceeds from the auction/sale of older, high-mileage vehicles from the Sheriff's Office that were purchased with LOST, and to appropriate these funds back into the Sheriff's LOST allocation for future vehicle/equipment purchases.

[Funding: Fund 352, LOST Project 08SH0018]

### **BACKGROUND:**

The Sheriff's Office has sold/auctioned off 4 vehicles originally purchases with LOST totaling \$10,830. The proceeds from the auction of the older or high mileage vehicles will be placed back into the Sheriff's LOST allocation for future vehicle or equipment purchases.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 352 by \$10,830.

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

N/A

### **PERSONNEL:**

N/A

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

Board policy requires increases and decreases in revenue to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#242

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2016-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Sheriff has received vehicle auction proceeds from the sale of older, high mileage vehicles in the Sheriff's vehicle fleet. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Local Option Sales Tax III Fund	352		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Sale of Equipment	352	364002	\$10,830
<b>Total</b>			<b>\$10,830</b>
<b>Appropriations Title</b>	<b>Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Machinery & Equipment	352/540115	56401/08SH0018	\$10,830
<b>Total</b>			<b>\$10,830</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#242





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10828**

**County Administrator's Report 10. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Supplemental Budget Amendment #245 - Road Prison Manhunt Field Trials

**From:** Amy Lovoy, Assistant County Administrator

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #245 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #245, Escambia Restricted Fund (101), in the amount of \$4,500, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses.

#### **BACKGROUND:**

The Road Prison will be receiving reimbursements for the Southeastern States Manhunt Field Trials. They expect 30 teams to participate and will pay \$150 per event. These funds must now be recognized and appropriated to cover additional operational activities associated with this event. These funds will be placed into the Escambia County Restricted Fund (101).

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 101 by \$4,500.

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

N/A

#### **PERSONNEL:**

N/A

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

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

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

N/A

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**Attachments**

SBA# 245

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Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2016-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County will receive reimbursements for the Southeastern States Manhunt Field Trials. The Road Prison expects 30 teams to participate and each team will be paying \$150 per event to join in the trials. These funds must now be recognized and appropriated to cover additional operational activities associated with the event.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Escambia Restricted Fund	101		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Road Prison Fundraisers	101	366401	4,500
<b>Total</b>			<b>\$4,500</b>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Operating Supplies	101/290208	55201	4,500
<b>Total</b>			<b>\$4,500</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment  
# 245



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10847

County Administrator's Report 10. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2016

Issue: Supplemental Budget Amendment #246 - Insurance Proceeds from Damage to County Property

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #246 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #246, Transportation Trust Fund (175), in the amount of \$11,089, to recognize insurance proceeds received for damage to traffic equipment at various locations throughout the County, and to appropriate these funds into the Traffic Operations Cost Center from where repair costs were expended.

#### **BACKGROUND:**

Escambia County received insurance reimbursements totaling \$11,089 for damage to traffic equipment at various locations throughout the County. Repairs were done by the Traffic Operations division, so the proceeds are reimbursing that cost center.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 175 by \$11,089.

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

N/A

#### **PERSONNEL:**

N/A

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

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

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

N/A

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### **Attachments**

SBA#246

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Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2016-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County received insurance reimbursements for damage to County property, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Transportation Trust Fund	175		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Insurance Proceeds - Traffic Ops	175	369008	\$11,089
<b>Total</b>			<b>\$11,089</b>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Repair and Maintenance - Traffic Ops	175/211201	54601	\$11,089
<b>Total</b>			<b>\$11,089</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#246



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10855

County Administrator's Report 10. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2016

Issue: Supplemental Budget Amendment #248 - LAP Agreement for Design of Sidewalks Along North "W" Street

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #248 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #248, Local Option Sales Tax III, (LOST) Fund (352), in the amount of \$40,000, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program (LAP) Agreement, and to appropriate these funds for the design of sidewalks along North "W" Street (CR 453) from Navy Boulevard (SR 30) to Buddy's Lane.

#### **BACKGROUND:**

On August 18, 2016, the Board approved an LAP between the Florida Department of Transportation and Escambia County, Florida, for the design of sidewalks along North "W" Street (CR 453) from Navy Boulevard (SR 30) to Buddy's Lane. Project costs will be reimbursed in the amount of \$40,000, which is the amount being appropriated with this amendment.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 352 by \$40,000.

#### **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:**

N/A

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**Attachments**

SBA#248

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2016-**

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**WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.**

**WHEREAS, Escambia County will receive funds from a State of Florida Department of Transportation Local Agency Program Agreement for the design of sidewalks along North "W" Street (CR 453) from Navy Boulevard (SR 30) to Buddy's Lane, and these funds must be recognized and appropriated.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:**

Local Options Sales Tax III	352		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
LAP-North "W" Street Sidewalks	352	new	\$40,000
<b>Total</b>			<b>\$40,000</b>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Improvements Other than Buildings	352/210122 (new)	56301/16EN3683(new)	\$40,000
<b>Total</b>			<b>\$40,000</b>

**NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.**

**ATTEST:**  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
**Deputy Clerk**

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
**Adopted**

\_\_\_\_\_  
**OMB Approved**

**Supplemental Budget Amendment  
#248**

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10856

County Administrator's Report 10. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2016

Issue: Supplemental Budget Amendment #249 - Sheriff's Off-Duty Officer, Insurance, and Miscellaneous Reimbursements/Fees

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #249 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #249, General Fund (001), in the amount of \$55,772, to recognize the Sheriff's off-duty officer, insurance, and miscellaneous reimbursements/ fees, and to appropriate these funds to offset operating expenses in the Sheriff's Budget associated with these programmatic costs.

#### **BACKGROUND:**

The Sheriff's Department has received off-duty officer, insurance, and miscellaneous reimbursements/fees associated with providing law enforcement in Escambia County.

SBA#249 appropriates these funds back into the Sheriff's FY15/16 Budget to offset the programmatic costs to his budget.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 001 by \$55,772.

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

N/A

#### **PERSONNEL:**

N/A

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

Board policy requires increases and decreases in revenue to be approved by the Board.

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

N/A

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**Attachments**

SBA#249

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
**R2016-**\_\_\_\_\_

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance, and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

General Fund	1		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Miscellaneous Sheriff Fees	1	369939	46,092
Firing Range	1	347532	0
Investigative Costs	1	341525	517
Insurance Proceeds	1	369008	9,163
<b>Total</b>			<b>\$55,772</b>
<b>Appropriations Title</b>	<b>Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Operating Expenses	001/540101	59703	55,772
<b>Total</b>			<b>\$55,772</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#249



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10857**

**County Administrator's Report 10. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Change Order 1 to Purchase Order #160261 to Diamond Drugs, Inc

**From:** Chip Simmons, Assistant County Administrator

**Organization:** Corrections

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning a Change Order in Excess of \$50,000 to Diamond Drugs, Inc. - Chip W. Simmons, Assistant County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order #1, in excess of \$50,000, adding funding to provide for inmate-related pharmaceuticals:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$255,000
Vendor:	Diamond Drugs, Inc.
Purchase Order:	160261
Change Order:	1
Original Award Amount:	\$1,050,000
Cumulative Amount of Change Orders Through This Change Order:	\$255,000
New Purchase Order Total:	\$1,305,000

[Funding Source: Fund 001, General Fund, Cost Center 290402, Object Code 55201]

### **BACKGROUND:**

The Escambia County Jail has experienced an increase in their average daily population over the course of the last several months. This unanticipated increase in the inmate population has led to an increase in the monthly pharmaceutical expenditure. During fiscal year 2015 the average number of monthly prescriptions filled was 2,267. The Escambia County Jail is currently averaging 2,466 prescriptions per month. Due to the increase in inmate population which resulted in the rise of monthly prescriptions, the additional funding is necessary to continue to pay the vendor through the end of fiscal year 2016.

**BUDGETARY IMPACT:**

Funding will be available in General Fund 001, Inmate Medical Cost Center 290402; Object Code 55201.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

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**Attachments**

PO160261

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**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

PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

041283 FAX: 724-349-2604  
 DIAMOND DRUGS INC  
 DBA DIAMOND PHARMACY SERVICES  
 645 KOLTER DRIVE  
 INDIANA PA 15701-3570

ESCAMBIA COUNTY JAIL  
 MAIN JAIL  
 2935 NORTH "L" STREET  
 PENSACOLA, FLORIDA 32501  
 ATTN: WHITNEY LUCAS 850-417-4479

ORDER DATE: 10/09/15		BUYER: PAUL NOBLES		REQ. NO.: 16000235	REQ. DATE: 10/02/15
TERMS: NET 30 DAYS		F.O.B.:		DESC.: BCC APPROVED 9/24/15	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PURCHASE ORDER TO PROVIDE FOR INMATE PHARMACEUTICALS AS APPROVED BY BCC 09/24/2015	1050000.0000	1,050,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,050,000.00
01	290402 55201	1,050,000.00		TOTAL \$	1,050,000.00

**APPROVED BY**

Original Purchase Order



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10843**

**County Administrator's Report 10. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Recommendation Concerning a Change Order to Altec Industries, Inc.

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Altec Industries, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute Change Order #2 to Altec Industries, Inc., for the continued purchase of necessary labor, repair, and proprietary parts for aerial lift equipment (bucket trucks):

Department:	Public Works Road Department
Division:	Fleet
Type:	Addition
Amount:	\$4,000
Vendor:	Altec Industries, Inc.
Purchase Order (PO) #:	160762
Change Order (CO) #:	2
Cost Center for CO:	210405
Original PO Amount:	\$26,000
Cumulative Amount of Change Orders:	\$27,500
New PO Total:	\$53,500

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 54601]

### **BACKGROUND:**

In November 2015, Purchase Order #160172 was issued to Altec Industries, Inc., to include labor, repair and replacement of proprietary parts for aerial lift equipment. Change Order #1 was for expenses related to repair and testing of the Road Department's fleet of aerial lift equipment. This recommended Change Order (#2) will increase funds in an amount estimated to be needed for the remainder of the current

fiscal year. These additional funds are needed in response to more than expected repairs of the lift apparatus on these units.

**BUDGETARY IMPACT:**

Funding is available in Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 54601.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of The Escambia County Florida Code of Ordinances, 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.

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**Attachments**

Original P.O.160762

P.O. 160762-1

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**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

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[ PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843 ]

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[ 011605 FAX: 205-449-4774 ]  
 ALTEC INDUSTRIES INC  
 210 INVERNESS CENTER DRIVE  
 BIRMINGHAM AL 35242 ]

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[ ROAD DEPARTMENT  
 601 HIGHWAY 297A  
 CANTONMENT FL 32533 ]  
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O  
[ ATTN: TERRY GRAY ]

ORDER DATE: 11/19/15		BUYER: LESTER BOYD		REQ. NO.: 16000852		REQ. DATE: 11/20/15	
TERMS: NET 30 DAYS		F.O.B.:		DESC.:			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
01	1.00	LOT	INSIDE DELIVERY PRE PAY & ADD OPEN END BLANKET PURCHASE ORDER FOR PARTS, LABOR, SUPPLIES, MISC. REPAIRS & REPLACEMENT PROPRIETARY PARTS FOR THE PERIOD OF 11/18/15 THRU 9/30/16		26000.0000	26,000.00	
					PAGE TOTAL \$		26,000.00
					TOTAL \$		26,000.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE			
01	210405	54601	26,000.00				

**APPROVED BY**




**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

**PURCHASE ORDER NO. 160762-1**  
**CHANGE DATE: 03/31/16**

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PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

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011605 FAX: 205-449-4774  
ALTEC INDUSTRIES INC  
210 INVERNESS CENTER DRIVE  
BIRMINGHAM AL 35242

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ROAD DEPARTMENT  
601 HIGHWAY 297A  
CANTONMENT FL 32533  
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ATTN: TERRY GRAY

ORDER DATE: 11/19/15		BUYER: ANGELA HOLBROOK		REQ. NO.: 16000852	REQ. DATE: 11/18/15
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	OPEN END BLANKET PURCHASE ORDER FOR PARTS, LABOR, SUPPLIES, MISC. REPAIRS & REPLACEMENT PROPRIETARY PARTS FOR THE PERIOD OF 11/18/15 THRU 9/30/16	23500.0000	23,500.00
				PAGE TOTAL \$	23,500.00
				TOTAL \$	23,500.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	210405	54601	23,500.00		

**APPROVED BY**


PURCHASE ORDER NO. 160762

**BOARD OF COUNTY COMMISSIONERS**

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V E N D O R 011605 FAX: 205-449-4774  
ALTEC INDUSTRIES INC  
210 INVERNESS CENTER DRIVE  
BIRMINGHAM AL 35242

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ROAD DEPARTMENT  
601 HIGHWAY 297A  
CANTONMENT FL 32533  
  
ATTN: TERRY GRAY

ORDER DATE: 11/19/15		BUYER: LESTER BOYD		REQ. NO.: 16000852		REQ. DATE: 11/20/15	
TERMS: NET 30 DAYS			F.O.B.:		DESC:		
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
01	1.00	LOT	INSIDE DELIVERY PRE PAY & ADD OPEN END BLANKET PURCHASE ORDER FOR PARTS, LABOR, SUPPLIES, MISC. REPAIRS & REPLACEMENT PROPRIETARY PARTS FOR THE PERIOD OF 11/18/15 THRU 9/30/16		26000.0000	26,000.00	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 26,000.00		
01	210405	54601	26,000.00		TOTAL \$ 26,000.00		

TAX ID 55 2013525011C 3  
FED ID 59 6000-598

APPROVED BY

### Original Purchase Order



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10837**

**County Administrator's Report 10. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Recommendation Concerning the Purchase of One Agriculture 100HP Tractor for the Public Works Pensacola Beach Division, VE 15-16.020

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

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Purchase of One Agriculture Tractor for the Public Works Department Pensacola Beach Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Beard Equipment Company, in the amount \$53,584.19, for one 100 HP agriculture tractor for the Public Works Department, Pensacola Beach Division, according to the specifications of VE 15-16.020.

The Purchasing Department posted the request on the Escambia County website for 30 days, beginning July 18, 2016. One additional responsive quote was received from Coastal Machinery Company, Inc.

[Funding: Fund 001, General Fund, Cost Center 211401, Object Code 56401]

#### **BACKGROUND:**

This agriculture tractor, upon purchase, will replace a model in the current fleet; the current unit will be auctioned as surplus. This new unit will facilitate the continuation of the beach maintenance program presently in operation on Santa Rosa Island. The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning July 18, 2016, and the most responsive quote was obtained from Beard Equipment Company, Pensacola.

#### **BUDGETARY IMPACT:**

Funds are available in Fund 001, General Fund, Cost Center 211401, Object Code 56401

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



N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the county's website for 30 days. One additional, less-responsive quote was received.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Office of Purchasing will be requested to issue a Purchase Order.

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**Attachments**

VE 15-16.020

Beard Equip. Submittal

Coastal Machinery Submittal

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Board of County Commissioners • Escambia County, Florida

Claudia Simmons,, Manager  
Office of Purchasing

**The Public Works, Pensacola Beach Division of Escambia County, Florida desires to purchase:**

**Quantity:** One (1) ea.

**Base Description:**

**Year:** 2016 - or current model year

**Model:** AGRICULTURE TRACTOR 100HP 4WD WITH CAB AND AIR CONDITIONING

**Color:** MFG. STANDARD

**Equipment:** See Specification page(s)

**Warranty:** See Specification page(s)

**Options required:**

See specifications page(s)

**Delivery Required (from order date):**

90-120 days

**Maximum Budgeted Purchase Amount:**

\$ 55,081 Total

VE 15-16.020 Public Works Pensacola Beach Division Purchase #3  
Agriculture Tractor

# VE 15-16.020 Public Works Pensacola Beach Division Purchase #3

## Agriculture Tractor

### TECHNICAL SPECIFICATIONS FOR AGRICULTURE TRACTOR 100HP 4WD WITH CAB AND A/C

#### **ENGINE:**

- 100 (74.6 kW) 97/68/EC Engine Horsepower @ 2400RPM
- 85 (62.5 kW) PTO Horsepower @ 2400 RPM\*
- 4 Cylinder Turbocharged
- EPA Final Tier 4 Emissions Compliant
- High Pressure Common Rail
- Oil Cooler
- Dry Type Air Cleaner w/Safety Element
- Underhood Muffler with Vertical Exhaust Stack (see options)
- Water Separator
- Hand and Foot Throttle
- Key Engine Shut Off
- Fan Finger Guard
- Fuel Cooler
- Fuel Tank Capacity 30 U.S. Gallon (113.6 L)
- DEF Tank Capacity 2.5 U.S. Gallon (9.5 L)

#### **TRANSMISSION:**

- 12F/12R Reverser type Transmission
- Electrohydraulic (EH) Directional Reverser
- Integrated Park Position
- Differential Lock
- Neutral Start Safety Switch
- Wet Traction Clutch

#### **FRONT AXLE AND TIRES:**

- Mechanical Front Wheel Drive (4 Wheel Drive) Front Axle
- Electro-hydraulic MFWD Engagement
- Planetary Final Drives
- 8-Position Steel Front Wheels
- Tires- Two 12.4-24 In. 8PR R1

#### **REAR AXLE AND TIRES:**

- Flanged Rear Axle
- Planetary Final Drives
- 8-Position Steel Rear Wheels
- with Two 18.4-30 In. 8PR R1

#### **STEERING AND BRAKES:**

- Hydrostatic Power Steering
- Hydraulic Wet Disk Brakes
- Self-Equalizing and
- Self-Adjusting

# VE 15-16.020 Public Works Pensacola Beach Division Purchase

## #3 Agriculture Tractor

### **HYDRAULICS:**

- Open Center Hydraulic System
- Tandem Gear Pump 22.5 GPM
- (85.1 LPM) Maximum Total Flow
- Steering Pump 6.6 GPM (24.9 LPM)
- Implement Pump 15.9 GPM (60.1 LPM)
- Hydraulic Oil Cooler
- Dual Rear SCV Control Valve
- 

### **POWER TAKE-OFF SHAFT:**

- Independent 540 RPM /540E
- Rear PTO Shaft
- Electro-hydraulic PTO engagement @ 2400 Rated Engine RPM
- Economy PTO setting for 540 PTO RPM @ 1716 Engine RPM
- Wet PTO Clutch
- Operator Presence Safety
- Warning - PTO
- Safety Start Switch
- Flip Up PTO Shield

### **ROCKSHAFT, HITCH AND DRAWBAR:**

- Telescopic Draft Links with Category II Balls
- Adjustable Sway Chains
- Adjustable Straight Drawbar
- Top Link Draft Sensing

### **INSTRUMENTATION:**

- LCD Instrument Cluster
- Electric Fuel Gauge
- Electric DEF Gauge
- Tachometer
- Hour Meter
- Oil Pressure Indicator Light
- Coolant Temperature Gauge
- Alternator Indicator Light
- Air Restriction Indicator Light
- Turn Signal Indicator Light
- High Beam Indicator Light
- PTO Engagement Indicator Light
- MFWD Engagement Indicator Light

# VE 15-16.020 Public Works Pensacola Beach Division Purchase

## #3 Agriculture Tractor

### ELECTRICAL:

- 12-Volt Electrical System
- One Battery - 950 CCA with 180 Minute Reserve Capacity
- 7-Pin ASAE Outlet Socket
- 90 Amp Alternator

### MISCELLANEOUS:

- SMV Emblem
- Tilt-Up Hood
- Side-Mounted Toolbox

### FACTORY OPTIONS:

- Standard Cab to include:
  - *Left Side Door*
  - *Air Conditioning*
  - *Cup Holders*
  - *Radio/CD Ready (Antenna Cable, Two Speakers, and Wiring Harness)*
  - *Front Windshield Wiper*
  - *120 Amp Alternator*
  - *Two Front Halogen Headlights*
  - *Six Turn/Warning Lights*
  - *Two Rear Work Lights*
  - *Two Front Work Lights*
- Deluxe Cornerpost Exhaust
- Dual Stackable Mid Valves with Joystick Control
- Auxiliary Work Light Kit (2 Lights)
- Floodlamp/Work Lights, LED, (4 Lights)
- Kit, Rear View Mirror Mounting Kit
- Mirror, Telescopic, LH, Manually Adjustable
- Mirror, Telescopic, RH, Manually Adjustable

### WARRANTY:

- Warranty 36 Month / 4500 Hour Comprehensive full machine

Posting Date	Monday, July 18, 2016
Due Date for Offers	Tuesday, August 16, 2016
Depart.	Public Works, Pensacola Beach Division
Fleet Maint.	Terry Gray, Fleet Maintenance

## VE 15-16.020 Public Works Pensacola Beach Division Purchase #3 Agriculture Tractor

Offers for the sale of vehicle or equipment meeting the specifications for VE 15-16.020 Public Works Pensacola Beach Division Purchase #3 – Agriculture Tractor as listed will be accepted until **5:00 pm on Tuesday, August 16, 2016**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

### **Instructions to Offerors**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room  
11.101, Matt Langley Bell, III Bldg.,  
213 Palafox Place, Pensacola, Florida 32502

**And clearly marked with the Specification Number VE 15-16.020 Public Works Pensacola Beach Division Purchase #3 - Agriculture Tractor and the name of the offerer.**

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2<sup>nd</sup> Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502



Board of County Commissioners • Escambia County, Florida

Claudia Simmons,, Manager  
Office of Purchasing

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Color: MFG. STANDARD

Equipment: See Specification page(s)

Warranty: See Specification page(s)

**Options required:**

See specifications page(s)

Beard Equipment  
\$53,584.19

**Delivery Required (from order date):**

90-120 days

**Maximum Budgeted Purchase Amount:**

\$ 55,081 Total

VE 15-16.020 Public Works Pensacola Beach Division Purchase #3  
Agriculture Tractor



# VE 15-16.020 Public Works Pensacola Beach Division Purchase #3 Agriculture Tractor

## TECHNICAL SPECIFICATIONS FOR AGRICULTURE TRACTOR 100HP 4WD WITH CAB AND A/C

### ENGINE:

- 100 (74.6 kW) 97/68/EC Engine Horsepower @ 2400RPM
- 85 (62.5 kW) PTO Horsepower @ 2400 RPM\*
- 4 Cylinder Turbocharged
- EPA Final Tier 4 Emissions Compliant
- High Pressure Common Rail
- Oil Cooler
- Dry Type Air Cleaner w/Safety Element
- Underhood Muffler with Vertical Exhaust Stack (see options)
- Water Separator
- Hand and Foot Throttle
- Key Engine Shut Off
- Fan Finger Guard
- Fuel Cooler
- Fuel Tank Capacity 30 U.S. Gallon (113.6 L)
- DEF Tank Capacity 2.5 U.S. Gallon (9.5 L)

### TRANSMISSION:

- 12F/12R Reverser type Transmission
- Electrohydraulic (EH) Directional Reverser
- Integrated Park Position
- Differential Lock
- Neutral Start Safety Switch
- Wet Traction Clutch

### FRONT AXLE AND TIRES:

- Mechanical Front Wheel Drive (4 Wheel Drive) Front Axle
- Electro-hydraulic MFWD Engagement
- Planetary Final Drives
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- Tires- Two 12.4-24 In. 8PR R1

### REAR AXLE AND TIRES:

- Flanged Rear Axle
- Planetary Final Drives
- 8-Position Steel Rear Wheels
- with Two 18.4-30 In. 8PR R1

### STEERING AND BRAKES:

- Hydrostatic Power Steering
- Hydraulic Wet Disk Brakes
- Self-Equalizing and
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## HYDRAULICS:

- Open Center Hydraulic System
- Tandem Gear Pump 22.5 GPM
- (85.1 LPM) Maximum Total Flow
- Steering Pump 6.6 GPM (24.9 LPM)
- Implement Pump 15.9 GPM (60.1 LPM)
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- Dual Rear SCV Control Valve
- 

## POWER TAKE-OFF SHAFT:

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- Warning - PTO
- Safety Start Switch
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## ROCKSHAFT, HITCH AND DRAWBAR:

- Telescopic Draft Links with Category II Balls
- Adjustable Sway Chains
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## INSTRUMENTATION:

- LCD Instrument Cluster
- Electric Fuel Gauge
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- Tachometer
- Hour Meter
- Oil Pressure Indicator Light
- Coolant Temperature Gauge
- Alternator Indicator Light
- Air Restriction Indicator Light
- Turn Signal Indicator Light
- High Beam Indicator Light
- PTO Engagement Indicator Light
- MFWD Engagement Indicator Light

# VE 15-16.020 Public Works Pensacola Beach Division Purchase #3 Agriculture Tractor

## ELECTRICAL:

- 12-Volt Electrical System
- One Battery - 950 CCA with 180 Minute Reserve Capacity
- 7-Pin ASAE Outlet Socket
- 90 Amp Alternator

## MISCELLANEOUS:

- SMV Emblem
- Tilt-Up Hood
- Side-Mounted Toolbox

## FACTORY OPTIONS:

- Standard Cab to include:
  - *Left Side Door*
  - *Air Conditioning*
  - *Cup Holders*
  - *Radio/CD Ready (Antenna Cable, Two Speakers, and Wiring Harness)*
  - *Front Windshield Wiper*
  - *120 Amp Alternator*
  - *Two Front Halogen Headlights*
  - *Six Turn/Warning Lights*
  - *Two Rear Work Lights*
  - *Two Front Work Lights*
- Deluxe Cornerpost Exhaust
- Dual Stackable Mid Valves with Joystick Control
- Auxiliary Work Light Kit (2 Lights)
- Floodlamp/Work Lights, LED, (4 Lights)
- Kit, Rear View Mirror Mounting Kit
- Mirror, Telescopic, LH, Manually Adjustable
- Mirror, Telescopic, RH, Manually Adjustable

## WARRANTY:

- Warranty 36 Month / 4500 Hour Comprehensive full machine

Posting Date	Monday, July 18, 2016
Due Date for Offers	Tuesday, August 16, 2016
Depart.	Public Works, Pensacola Beach Division
Fleet Maint.	Terry Gray, Fleet Maintenance

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Office of Purchasing 213 Palafox Place, 2<sup>nd</sup> Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502



JOHN DEERE

### Quote Summary

**Prepared For:**

Escambia County Board Of County Commissioners  
FL

**Prepared By:**

Nick Smith  
BEARD EQUIPMENT COMPANY  
3195 W Nine Mile Rd  
Pensacola, FL 325349444  
Phone: 850-476-0277  
nsmith@beardequipment.com

VE 15-16.020  
Public Works Pensacola Beach Division  
Purchase #3 Agriculture Tractor

Quote Id: 13745142  
Created On: 21 July 2016  
Last Modified On: 21 July 2016  
Expiration Date: 31 August 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5100E Utility Tractor (85 PTO hp)	\$ 66,419.50	\$ 53,584.19 X	1 =	\$ 53,584.19

Equipment Total \$ 53,584.19

**Quote Summary**

Equipment Total \$ 53,584.19  
SubTotal \$ 53,584.19  
Total \$ 53,584.19  
Balance Due \$ 53,584.19

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

**JOHN DEERE**

# Selling Equipment

Quote Id: 13745142

JOHN DEERE 5100E Utility Tractor (85 PTO hp)		
Hours:		Suggested List
Stock Number:		\$ 66,419.50
Code	Description	Qty
697BLV	5100E Utility Tractor (85 PTO hp)	1
Standard Options - Per Unit		
0409	English Operators Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E	1
2050	Standard Cab	1
2110	Mechanical Suspension Seat	1
3025	Deluxe Cornerpost Exhaust	1
3320	Dual Stackable Rear SCV's with Lever Control	1
3420	Dual Stackable Mid Valves with Joystick Control	1
5911	18.4 - 30 In. 8PR R1 Bias	1
6040	MFWD (4 Wheel Drive)	1
6701	12.4 - 24 In. 8PR R1 Bias	1
Dealer Attachments		
LVB25720	Auxiliary Work Light Kit (2 Lights)	1
BSJ10163	Floodlamp/Work Lights, LED, (4 Lights)	1
RE244177	Kit, Rear View Mirror Mounting Kit	1
AL80126	Mirror, Telescopic, LH, Manually Adjustable	1
AL80127	Mirror, Telescopic, RH, Manually Adjustable	1
ExWarr	ohn Deere Powerguard Warranty 36 Month / 4500 Hour Comprehensive	1

<b>Manufacturer</b>	John Deere
<b>Model</b>	5100E
<b>Official Test</b>	
Nebraska Test number	Not available at this time
<b>Engine</b>	
Manufacturer	John Deere PowerTech 4045
Engine family	EJDXL04.5211
Aspiration	Turbocharged
Cylinders/Displacement, cu. in. (L)	4 / 276 cu in. 4 / 4.5 L
Cylinder Liners	Wet sleeved
Fuel tank capacity, US Gal. (L) (Open; Cab)	---
Standard	25 ; 30 U.S. gal. 94.6 ; 113.6 L
Optional	---
Underhood muffler	Yes
<b>Performance</b>	
Advertised PTO hp (kW) @ Rated rpm	85 @ 2400 per SAE hp 63.4 @ 2400 per SAE kW
Official PTO hp (kW) @ Rated rpm	---
@ Standard PTO @ Eng rpm	---
Maximum @ Eng rpm	---
Advertised Engine hp (kW) @ Rated speed	100 @ 2400 per ISO 97/68/EC hp 74.6 @ 2400 per ISO 97/68/EC kW
Max Unballast Drwbr hp (kW) @ Eng rpm	---
Maximum Torque (PTO) @ rpm, lb-ft (Nm)	---
Max Torque Rise (80% rtd spd) @ Eng rpm	20.3% @ 1900 RPM (80% rated speed) 27.1% @ 1600 RPM (peak torque)
Maximum Torque Rise % (PTO) @ Eng rpm	---
<b>Fuel Use, U.S. gal./hr &amp; hp hr/gal. at:</b>	
PTO @ Rated Eng rpm	---
Standard PTO Speed @ Eng speed	---
Maximum PTO Power @ Eng rpm	---
Maximum Engine Power @ Eng rpm	---
Max Unballasted Drawbar Power @ Eng rpm	---
75% Load, Full Engine rpm (Unballasted)	---
75% Load @ Reduced rpm (Unballasted)	---



<b>Transmission</b>	
Std. Transmission; Forward/Reverse	12F/12R PowrReverser
Opt. Transmission; Forward/Reverse	---
Reverser	Yes
On-the-Go Shifting (Yes/No/Partial)	Partial
Clutch; Wet/Dry	Wet
Creeper	Not available at this time
<b>Power Take-Off (PTO)</b>	
Standard	540/540E
Optional	---
PTO Speeds @ Engine rpm	540E @ 1716
PTO Actuation	Electrohydraulic
<b>Hydraulics</b>	
Type	Open center
Pump Rated Output, GPM (L/min.)	---
Standard	22.5 gpm 85.1 L/min
Optional	---
Rated Flow @ One SCV, GPM (L/min.)	15.9 gpm 60.1 L/min
Max Output @ SCV Couplers, GPM (L/min.)	---
Maximum Operating Pressure, psi (kPa)	2900 psi 20,000 kPa
Maximum Hydraulic Power, hp (kW)	26.9 (for a single SCV) hp 20.1 (for a single SCV) kW
Hitch Draft Control Load Sense Type	Mechanical
Remote Control Valves Available	Rear - Less, Dual Standard, or Triple Deluxe; Mid - Less, Dual Standard, or Triple Standard (field installed)
Hitch Category (SAE Designation)	Category 2
Hitch Lift Cap. lb (kg) @24 in. Bhnd Lift Pt.	---
OECD	---
Standard	3213 lb 1457 kg
Optional	---
Hitch Lift Cap. lb (kg) @24 in. Bhnd Lift Pt. (SAE)	---
Standard	---
Optional	---
Hitch Lift Cap. lb (kg) @24 in. Bhnd Lift Pt. (ASAE)	---
Standard	---

Optional	---
Sensing type	Top link
Joystick SCV control	Optional
<b>Final Drive</b>	
Type	Inboard planetary
Differential controls	Mechanical (pedal)
Availability	---
Front	No
Front & Rear	No
Engage On-the-Go Rear Differential Lock	Yes
Axle Type	Flanged
Brakes, Type and Control	Hydraulic wet disc
<b>Operator Station</b>	
Rollover Protective Structure, OOS	---
Rigid - Foldable - Telescopic	Foldable, 2-post
Platform - Flat/Straddle	Straddle
Gearshift Location - Console/Floor	Floor
Cab	---
Doors	1; left-hand door standard, right-hand door optional.
Platform - Flat/Straddle	Flat
dB(A) Rating	77
Seat Suspension System	Mechanical
<b>2WD Dimensions</b>	
Wheelbase, in. (mm)	---
Front Tread Range, in. (mm)	---
Rear Tread Range, in. (mm)	---
Minimum Rear Tread Setting, in. (mm)	---
Front Axle Clearance, in. (mm)	---
Turning Radius w/Brakes, ft (m)	---
Turning Radius w/o Brakes, ft (m)	---
Unballasted Operating Weight, lb (kg)	---
Approx. Ship Wgt, lb (kg) Open; Cab	---
<b>MFWD Dimensions</b>	
Wheelbase, in. (mm)	90.6 in. 2300 mm
Front Tread Range, in. (mm)	52.8 - 75.0 in. 1340 - 1904 mm
Front Axle Clearance, in. (mm)	15.2 in. 386 mm
Turning Radius w/Brakes, ft (m)	11.6 ft

Turning Radius w/ Brakes, ft (m)	3.54 m
Turning Radius w/o Brakes, ft (m)	14.3 ft 4.36 m
Limited Slip Differential	Yes
Unballasted Operating Weight, lb (kg)	7,055; 7,937 lb 3200; 3600 kg
Approx. Ship Wgt, lb (kg) Open; Cab	7,055; 7,937 lb 3200; 3600 kg
<b>4WD Dimensions</b>	
Wheelbase, in. (mm)	---
Wheel Tread, Min. to Max. in. (mm)	---
Turning Radius w/o Brakes, ft (m)	---
Nebraska Test Unballasted w/Duals, lb (kg)	---
Unballasted Weight, lb (kg)	---
<b>Standard Tires</b>	
2WD	---
Front	---
Rear	---
MFWD	---
Front	12.4-24 ; R1
Rear	18.4-30 ; R1
4WD	---
Track widths	---
<b>Miscellaneous</b>	
Country of Manufacture	Augusta, GA (USA)
Ballasting Restrictions, lb (kg)	11,725 lb 5,325 kg
*Notes	Updated 04/08/2013

Specifications are based on published information at the time of publication. Specifications are subject to change without notice.

Prices are subject to change without notice. Prices are in dollars and only applicable to products sold in the United States. In all cases, current published price lists and incentive program bulletins will take precedence. All trademarked terms, including John Deere, the leaping deer symbol and the colors green and yellow used herein are the property of Deere & Company, unless otherwise noted.

**QUOTATION**

**COASTAL MACHINERY COMPANY**

Construction Equipment  
6701 Mobile Highway  
Pensacola, Florida 32526  
850-944-2002  
Fax 850-944-7251

Escambia County, Dept. of Public Works  
601 Hwy 297A  
Cantonment, FL 32533  
Attn: Mr. Terry Grey

937-2123  
937-2129 fax

DATE	PO# 161093	INQUIRY DATE
8/16/2016		
F.O.B.	TERMS	DELIVERY TIME

Thank you for your inquiry. We are pleased to quote as follows:

	Amount
1-New Kubota M5-111 Agriculture Tractor 100HP 4WD with Cab and Air Conditioning	\$ 54,640.15

Options included in price not standard on Base Unit:

130amp Alternator, Tool Box, Radio/CD, Telescopic Mirrors, LED Lights, 2nd Rear Remote, Loader Valve

Warranty: 36 Month / 4500 Hour Full Machine Warranty

Availability: 60-90 days

It has been a pleasure to prepare this quotation. May we process your order soon?

Chris Dixon  
Very Truly Yours,  
COASTAL MACHINERY CO., INC.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10842**

**County Administrator's Report 10. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Recommendation Concerning a Change Order to Tractor & Equipment Co., Inc.

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Tractor & Equipment Co., Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute Change Order #3 to Tractor & Equipment Co., Inc., for the continued purchase of necessary labor, repair, and proprietary parts for heavy equipment:

Department:	Public Works Road Department
Division:	Fleet
Type:	Addition
Amount:	\$11,000
Vendor:	Tractor & Equipment Co., Inc.
Purchase Order (PO) #:	160120
Change Order (CO) #:	3
Cost Center for CO:	210405
Original PO Amount:	\$25,000
Cumulative Amount of Change Orders:	\$45,000
New PO Total:	\$70,000

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 54601]

#### **BACKGROUND:**

In October 2015, Purchase Order #160120 was issued to Tractor and Equipment Co., Inc., to include labor, repair and replacement of proprietary parts for heavy equipment. Change Orders #1 and #2 were to increase funds for the continued repair and purchase of parts for proprietary equipment. This recommended Change Order (#3) will increase funds in an amount estimated to facilitate repairs through the remainder of the fiscal year. The additional funds are needed in response to more than expected repairs of wheeled and track excavating equipment utilizing ground engagement/cutting tools in road maintenance, drainage, and right-of-way operations.

**BUDGETARY IMPACT:**

Funding is available in Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 54601.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of The Escambia County Florida Code of Ordinances, 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.

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**Attachments**

Original P.O.160120

P.O. 160120-1

P.O. 160120-2

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**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


PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

202301 FAX: 850-505-0551  
 TRACTOR & EQUIPMENT CO, INC  
 9036 PINE FOREST ROAD  
 PENSACOLA FL 32534

ROAD DEPARTMENT  
 601 HIGHWAY 297A  
 CANTONMENT FL 32533  
 ATTN: TERRY GRAY

ORDER DATE: 10/05/15		BUYER: EDDIE WEHMEIER		REQ. NO.: 16000038	REQ. DATE: 10/06/15
TERMS: NET 30 DAYS		F.O.B.: PP & ADD		DESC.:	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00 LOT		INSIDE DELIVERY PRE PAY & ADD OPEN END BLANKET PURCHASE ORDER FOR PARTS, LABOR AND SUPPLIES MINOR MISC. REPAIR & REPLACEMENT PROPRIETARY PARTS FOR THE PERIOD OF 10/1/15 THRU 9/30/16	25000.0000	25,000.00
				PAGE TOTAL \$	25,000.00
				TOTAL \$	25,000.00
01	210405	54601	25,000.00		

APPROVED BY





PURCHASE ORDER NO. 160120-1

CHANGE DATE: 03/31/16

## 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

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CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

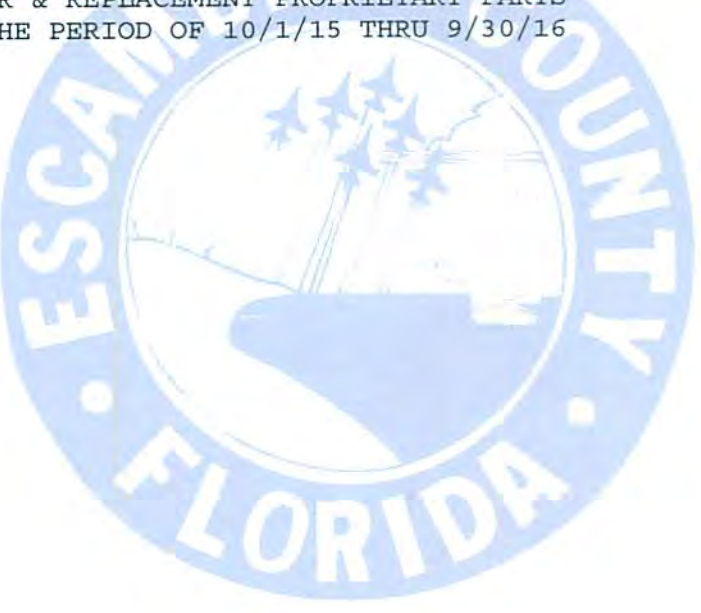
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202301 FAX: 850-505-0551  
TRACTOR & EQUIPMENT CO, INC  
9036 PINE FOREST ROAD  
PENSACOLA FL 32534

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ROAD DEPARTMENT  
601 HIGHWAY 297A  
CANTONMENT FL 32533

ATTN: TERRY GRAY

ORDER DATE: 10/05/15		BUYER: ANGELA HOLBROOK		REQ. NO.: 16000038	REQ. DATE: 10/01/15
TERMS: NET 30 DAYS		F.O.B.: PP & ADD		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	OPEN END BLANKET PURCHASE ORDER FOR PARTS, LABOR AND SUPPLIES MINOR MISC. REPAIR & REPLACEMENT PROPRIETARY PARTS FOR THE PERIOD OF 10/1/15 THRU 9/30/16	22000.0000	22,000.00
					
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$
01	210405	54601	22,000.00		22,000.00
					TOTAL \$
					22,000.00

APPROVED BY



## BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

VENDOR: 202301 FAX: 850-505-0551  
TRACTOR & EQUIPMENT CO, INC  
9036 PINE FOREST ROAD  
PENSACOLA FL 32534

SHIP TO: ROAD DEPARTMENT  
601 HIGHWAY 297A  
CANTONMENT FL 32533  
ATTN: TERRY GRAY

ORDER DATE: 10/05/15		BUYER: EDDIE WEHMEIER		REQ. NO.: 16000038	REQ. DATE: 10/06/15
TERMS: NET 30 DAYS		F.O.B.: PP & ADD		DESC.:	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	INSIDE DELIVERY PRE PAY & ADD OPEN END BLANKET PURCHASE ORDER FOR PARTS, LABOR AND SUPPLIES MINOR MISC. REPAIR & REPLACEMENT PROPRIETARY PARTS FOR THE PERIOD OF 10/1/15 THRU 9/30/16	25000.0000	25,000.00
				PAGE TOTAL \$	25,000.00
				TOTAL \$	25,000.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	210405	54601	25,000.00		

APPROVED BY

Original Purchase Order

**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

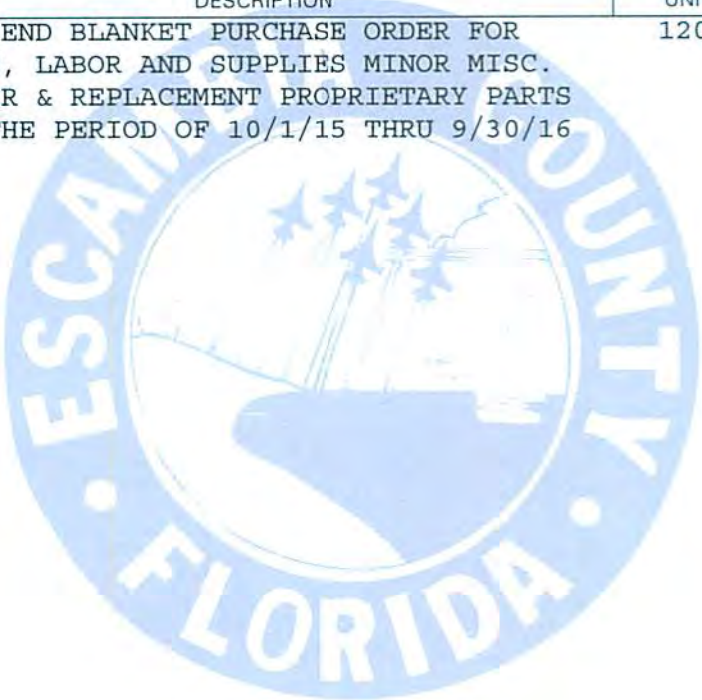
**PURCHASE ORDER NO. 160120-2****CHANGE DATE: 06/23/16**

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[ PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843 ]

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[ 202301 FAX: 850-505-0551 ]  
TRACTOR & EQUIPMENT CO, INC  
9036 PINE FOREST ROAD  
PENSACOLA FL 32534 ]

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[ ROAD DEPARTMENT  
601 HIGHWAY 297A  
CANTONMENT FL 32533 ]

T  
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[ ATTN: TERRY GRAY ]

ORDER DATE: 10/05/15		BUYER: ANGELA HOLBROOK		REQ. NO.: 16000038	REQ. DATE: 10/01/15
TERMS: NET 30 DAYS		F.O.B.: PP & ADD		DESC.: CHANGE ORDER - 2	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	OPEN END BLANKET PURCHASE ORDER FOR PARTS, LABOR AND SUPPLIES MINOR MISC. REPAIR & REPLACEMENT PROPRIETARY PARTS FOR THE PERIOD OF 10/1/15 THRU 9/30/16	12000.0000	12,000.00
					
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$
01	210405	54601	12,000.00		12,000.00
					<b>TOTAL \$ 12,000.00</b>

**APPROVED BY**

Original Purchase Order



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10832

County Administrator's Report 10. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2016

Issue: Renewal of Gasoline and Diesel Fuel Contract PD 13-14.083

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

Organization: Public Works

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Renewal Option for the Gasoline and Diesel Fuel Contract - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to approve the renewal option for the Gasoline and Diesel Fuel Contract, PD 13-14.083, awarded to Cougar Oil, Inc., d/b/a Southern Energy Company. Renewal would extend the services of this Contract until September 30, 2017.

[Funding: Fund 501, Internal Service Fund, Cost Center 210407, Object Code 55201]

### **BACKGROUND:**

Escambia County has enjoyed the benefits of Contract PD 13-14.083 since its inception in September 2014. The awarded vendor has honored and performed to Contract specifications, ensuring timely deliveries of diesel and unleaded gasoline fuels to all county-managed storage/depot facilities at the agreed pricing. The original Contract term allowed renewal options for two 12-month periods; this approval would exercise the last available renewal option on this Contract.

### **BUDGETARY IMPACT:**

Funds are available from Fund 501, Internal Service Fund, Cost Center 210407, Object Code 55201.

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

N/A

### **PERSONNEL:**

N/A

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

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue Contract renewal and Purchase Order upon approval.

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**Attachments**

Contract PD 13-14.083

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**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

**OFFICE OF PURCHASING**

213 PALAFOX PLACE, 2<sup>nd</sup> Floor – Pensacola, FL 32502

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS

*Purchasing Manager*

**CERTIFICATION OF CONTRACT**

**TITLE: Gasoline and Diesel Fuel**

**CONTRACT NO.: PD 13-14.083**

**AWARD DATE: September 25, 2014**

**EFFECTIVE DATE: October 1, 2014**

**AWARD: Award for a twelve month period with the option for two (2) twelve (12) month extensions**

**STATUS: (Chronological notations of the key events related to dates of effectiveness, renewals and extensions, etc.)**

**CONTRACTOR(S): Cougar Oil**

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator, Phone: (850) 595-4878; Fax: (850) 595-4805; e-mail: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com)**

- A. AUTHORITY - Upon affirmative action taken by the Board of County Commissioners on **(Date)**, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. EFFECT - This contract was entered into to provide economies in the purchase of **Commodity** as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. CONTRACTOR PERFORMANCE - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. VENDOR PERFORMANCE EVALUATION FORM - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

## SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

### SUBMIT OFFERS TO:

JOE PILLITARY, CPPB, CPPO

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4807

Invitation to Bid

GASOLINE AND DIESEL FUEL

SOLICITATION NUMBER: PD 13-14.083

### SOLICITATION

MAILING DATE: Monday, August 25, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Thursday, September 11, 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 County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

63-0596053

TERMS OF PAYMENT:

30 days

DELIVERY DATE WILL BE 1 DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:

BID BOND ATTACHED N/A

VENDOR NAME:

Cougar Oil

ADDRESS:

3861 N. Palafox St.

CITY, ST. & ZIP:

Pensacola, FL 32505

PHONE NO.:

(850) 433-8557

TOLL FREE NO.:

(800) 239-6451

FAX NO.:

(850) 438-8313

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

Rex Jones Secretary  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

R. Jones  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.**

### AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By

Signature of Person Authorized to Sign

Date

ATTEST

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST

Witness

Date

ATTEST

Witness

Date

#### ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By

County Administrator

Date

WITNESS

Date

WITNESS

Date

Awarded Date

Effective Date



**BID FORM**  
**Specification Number PD 13-14.083**  
**Gasoline and Diesel Fuel**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 9-2-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Gasoline and Diesel Fuel" 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:

DESCRIPTION	MARK-UP TO SUPPLIER'S PRICE					
	Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport
<b>TRANSPORT DELIVERY</b>						
Gasoline, Unleaded, 89 Octane	<u>.0309</u>	<u>.0409</u>	<u>NA</u>	<u>.0839</u>	<u>.0409</u>	<u>.0409</u>
Gasoline, Unleaded, 92 Octane	<u>.0309</u>	<u>.0409</u>	<u>NA</u>	<u>.0839</u>	<u>.0409</u>	<u>.0409</u>
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	<u>.0319</u>	<u>.0419</u>	<u>NA</u>	<u>.0849</u>	<u>.0419</u>	<u>.0419</u>
#2-D Ultra Low Sulfur Diesel Fuel	<u>.0319</u>	<u>.0419</u>	<u>NA</u>	<u>.0849</u>	<u>.0419</u>	<u>.0419</u>
Gasoline, Unleaded, 87 Octane	<u>.0309</u>	<u>.0409</u>	<u>NA</u>	<u>.0839</u>	<u>.0409</u>	<u>.0409</u>
<b>TANK WAGON DELIVERY</b>						
Gasoline, Unleaded, 87 Octane	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>
Gasoline, Unleaded, 89 Octane	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>
Gasoline, Unleaded, 92 Octane	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>
#2-D Ultra Low Sulfur Diesel Fuel	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>

**List of terminals and the available suppliers for each terminal:**

Terminal: <u>Pensacola</u>	Suppliers: <u>Motiva, Flint Hills, BP, Marathon</u> <u>and Truman Arnold Motiva</u>
Terminal: <u>Mobile</u>	Suppliers: <u>Motiva, BP, Marathon and Truman Arnold Motiva</u>
Terminal: <u>Montgomery</u>	Suppliers: <u>Flint Hills, Motiva, Valero, Placid, BP,</u> <u>Marathon + PURE</u>
Terminal: <u>Niceville</u>	Suppliers: <u>Citgo Unbranded</u>
Terminal: <u>Freeport</u>	Suppliers: <u>Murphy and PURE</u>
Terminal: _____	Suppliers: _____

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. <u>1</u>	Date <u>9-8-14</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>9-10-14</u>	Addendum No. _____	Date _____

**BID FORM**  
**Specification Number PD 13-14.083**  
**Gasoline and Diesel Fuel**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 9-2-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Gasoline and Diesel Fuel" 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:

DESCRIPTION	MARK-UP TO SUPPLIER'S PRICE					
	Pensacola	Mobile	Atmore	Montgomery	Niceville	Freeport
<b>TRANSPORT DELIVERY</b>						
Gasoline, Unleaded, 89 Octane	<u>.0309</u>	<u>.0409</u>	<u>NA</u>	<u>.0839</u>	<u>.0409</u>	<u>.0409</u>
Gasoline, Unleaded, 92 Octane	<u>.0309</u>	<u>.0409</u>	<u>NA</u>	<u>.0839</u>	<u>.0409</u>	<u>.0409</u>
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	<u>.0319</u>	<u>.0419</u>	<u>NA</u>	<u>.0849</u>	<u>.0419</u>	<u>.0419</u>
#2-D Ultra Low Sulfur Diesel Fuel	<u>.0319</u>	<u>.0419</u>	<u>NA</u>	<u>.0849</u>	<u>.0419</u>	<u>.0419</u>
Gasoline, Unleaded, 87 Octane	<u>.0309</u>	<u>.0409</u>	<u>NA</u>	<u>.0839</u>	<u>.0409</u>	<u>.0409</u>
<b>TANK WAGON DELIVERY</b>						
Gasoline, Unleaded, 87 Octane	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>
Gasoline, Unleaded, 89 Octane	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>
Gasoline, Unleaded, 92 Octane	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>
#2-D Ultra Low Sulfur Diesel Fuel, Red Dye	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>
#2-D Ultra Low Sulfur Diesel Fuel	<u>.14</u>	<u>.15</u>	<u>NA</u>	<u>.25</u>	<u>.15</u>	<u>.15</u>

**List of terminals and the available suppliers for each terminal:**

Terminal: <u>Pensacola</u>	Suppliers: <u>Motiva, Flint Hills, BP, Marathon</u> <u>and Truena Arnold Motiva</u>
Terminal: <u>Mobile</u>	Suppliers: <u>Motiva, BP, Marathon and</u> <u>Truena Arnold Motiva</u>
Terminal: <u>Montgomery</u>	Suppliers: <u>Flint Hills, Motiva, Valero, Placid, BP,</u> <u>Marathon and PURE</u>
Terminal: <u>Niceville</u>	Suppliers: <u>Citgo Unblended</u>
Terminal: <u>Freeport</u>	Suppliers: <u>Murphy and PURE</u>
Terminal: _____	Suppliers: _____

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. <u>1</u>	Date <u>9-8-14</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF PURCHASING

213 PALAFON PLACE, 2<sup>nd</sup> Floor

P.O. BOX 1591

PENSACOLA, FL 32501-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.myscambiacountypurchasing.org>

CLAUDIA SIMMONS  
*Purchasing Manager*



September 5, 2014

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: 13-14.083, Gasoline and Diesel Fuel

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for clarification:

Please remove and replace page 24 with corrected page 24 attached.

In response to questions regarding Escambia County, Florida fuel bid:

For questions 1, 4, 5, 7, 9, 10, 13, 14, & 16, please review current bid awarded at:

[www.myscambiacountypurchasing.org/files/contracts/2012/nov/certification%20contract%200.pdf](http://www.myscambiacountypurchasing.org/files/contracts/2012/nov/certification%20contract%200.pdf)

- 1) What are your current payment terms for this contract? SEE ATTACHMENT
- 2) Do you currently receive a prompt payment discount? NO.
- 3) What is your current prompt payment discount? NO.
- 4) Since OPIS is copyrighted does the County want the awarded vendor to provide a subscription to OPIS?
- 5) Does the County want to be priced "cost plus" or off the OPIS low for Pensacola? 1) The diesel invoice that was provided can be tracked back to OPIS low for 8/28/2014 and tie out to the taxes and differential provided by Cougar Oil. However, I was not able to tie out the gasoline invoice. Can you please explain where the gasoline cost originated from. Is it based on a supplier's invoice or OPIS low for 8/28/2014? If priced off suppliers invoice, can you please provide a copy?  
I am still unclear as to how the County will be priced. Question number five from question below. I would like to know if the County will pay based on a supplier's invoice that is submitted or if the County will select the lowest poster in OPIS and add my differential to that number to determine pricing.
- 6) Does the County currently receive gas without ethanol? NO.
- 7) Who is your current supplier?
- 8) Please provide a current gas and diesel invoice with corresponding bill of lading. ATTACHED
- 9) Please provide tabs from your most recent fuel bid.
- 10) Please provide the pricing page from the winning vendor's bid.
- 11) Please provide a copy of the OPIS that you are currently using to price fuel today. ATTACHED
- 12) If this information requires an open records request please provide that information.
- 13) Should taxes be included in my differential?
- 14) The pricing page shows multiple supply points listed. does the County want a differential to each supply point or all tied to Pensacola?
- 15) Will the County accept an alternate proposal off the OPIS Average for Pensacola? NO.

Addendum 1

13-14.083

16) Please provide tank information for gas and diesel at each site.

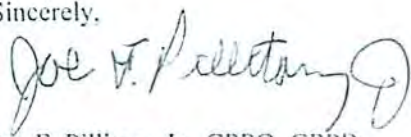
- 1 Century Facility, tank size 5,400 gl gasoline aboveground; tank size 2,000 gl diesel aboveground.
- 2 Road Dept Cantonment, tank size 20,000 gl gasoline underground; tank size 12,000 gl diesel underground; tank size 12,000 gl diesel underground.
- 3 Road Dept McDavid, tank size 12,000 gl diesel aboveground.
- 4 Sheriff Big Lagoon, tank size 5,400 gl gasoline underground; tank size 3,600 gl diesel underground.
- 5 Sheriff Leonard St, tank size 20,000 gl gasoline underground.
- 6 Transit, tank size 20,000 gl gasoline underground; tank size 12,000 gl diesel underground; tank size 12,000 gl diesel underground.
- 7 Solid Waste, tank size 6,000 gl gasoline underground; tank size 14,000 gl diesel underground.
- 8 Emergency Preparedness, tank size 12,000 gl diesel underground.
- 9 Public Safety, tank size 20,000 gl diesel underground.
- 10 Fleet Maint, tank size 20,000 gl gasoline underground; tank size 20,000 gl diesel underground.

There is no access afterhours unless requested by County. Specific delivery time will be requested for each load. Normal delivery hours are from 6:30 A.M. to 2:00 P.M.

- 17) How many tank wagon loads are delivered per year? VARIOUS.
- 18) Will the County split loads to different sites to make a transport load? YES.
- 19) Will the County split loads of gas and diesel to the same site to make a transport load? YES.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Joe F. Pillitary, Jr., CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk

Attachments

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.mvescambia.com/departments/purchasing>

CLAUDIA SIMMONS  
Purchasing Manager



September 10, 2014

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: 13-14.083, Gasoline and Diesel Fuel

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for clarification:

In response to questions regarding Escambia County, Florida fuel bid:

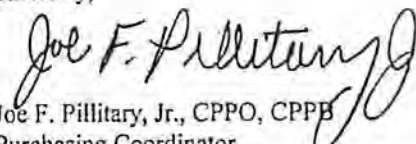
Q. I am still unclear as to how the County will be priced. Question number five from question below, I would like to know if the County will pay based on a supplier's invoice that is submitted or if the County will select the lowest poster in OPIS and add my differential to that number to determine pricing.

A. Pricing will be as stated in the BID. The County pays the amount invoiced from the specific terminal location and OPIS supplier cost from that specific terminal location where the fuel load originated, plus vendor's markup and Florida State applicable taxes.

In others words, like the BID your company previously submitted in 2011.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

  
Joe F. Pillitary, Jr., CPPO, CPPB  
Purchasing Coordinator

SIGNED: 

COMPANY: Cougar Oil

JP/lk

Addendum 2  
13-14.083

**EXHIBIT A****SCOPE OF WORK/SERVICE****Gasoline and Diesel Fuel**

**Contract Effective: October 1, 2013 until September 30, 2014**  
**(With two one-year options to renew)**

The contractor shall provide on each weekday, by noon (Central Time), a copy of the daily OPIS PAD 1 Report for the Pensacola, Florida Terminal to the County Fuels Manager, all labor, equipment and transportation of Fuels from Terminal of embarkation to all specified delivery sites within twenty-four (24) hours; under emergency declaration delivery will be as needed by the County. The County shall provide assistance at Delivery Sites to ensure access to tanks and sign for all fuel received.

For the purpose of this Bid, deliveries shall be divided into Tank Wagon and Transport Delivery, with the following Specifications being applicable. **Ethanol Products are Unacceptable, Unless required for Pensacola area.** All transport vehicles shall be equipped with a transfer pump delivery system (Incase pump-off is required).

The mark-up on the fuel being delivered will be tied to the type of vehicle requested by the County to deliver the fuel (tank wagon or transport wagon). **The County will pay the actual supplier price, plus mark-up, from the lowest available supplier.**

Transport deliveries will be a minimum 3,500 gallon loads.

**Unleaded Gasoline**  
**Tank Wagon**

- A. Gasoline, unleaded, antiknock (octane) index minimum 87 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.
- B. Gasoline, unleaded, antiknock (octane) index minimum 89 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.
- C. Gasoline, unleaded, antiknock (octane) index minimum 92 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

PENSACOLA, FL

2014-09-02 10:00:13 EDT

\*\*OPTS CONTRACT BENCHMARK FILE\*\*  
\*\*OPTS GROSS CLEAN PRICES\*\*

9.0 RVP

	Terms	Unit	Move	Mid	Move	Pre	Move	Date	Time
Shell	b 1-10	--	--	316.82	+ 3.55	--	--	08/29	10:00
Shell	u 1-10	--	--	316.25	+ 2.20	--	--	08/29	10:00
LOW RACK	--	--	--	316.25	--	--	--	--	--
HIGH RACK	--	--	--	316.82	--	--	--	--	--
RACK AVG	--	--	--	316.54	--	--	--	--	--
BRD LOW RACK	--	--	--	316.82	--	--	--	--	--
BRD HIGH RACK	--	--	--	316.82	--	--	--	--	--
BRD RACK AVG	--	--	--	316.82	--	--	--	--	--
USD LOW RACK	--	--	--	316.25	--	--	--	--	--
USD HIGH RACK	--	--	--	316.25	--	--	--	--	--
USD RACK AVG	--	--	--	316.25	--	--	--	--	--
CONT AVG-09/02	--	--	--	316.54	--	--	--	--	--
CONT LOW-09/02	--	--	--	316.25	--	--	--	--	--
CONT HIGH-09/02	--	--	--	316.82	--	--	--	--	--

PENSACOLA, FL

2014-09-02 10:00:13 EDT

\*\*OPTS CONTRACT BENCHMARK FILE\*\*  
\*\*OPTS GROSS CCR ETHANOL(10%) PRICES\*\*

9.0 RVP

	Terms	Unit	Move	Mid	Move	Pre	Move	Date	Time
Flint Hills	u 1-10	267.20	+ 3.40	281.20	+ 3.40	304.20	+ 3.40	08/29	10:00
Shell	u 1-10	268.15	+ 3.20	270.10	+ 3.20	308.10	+ 3.20	08/29	10:00
Marathon	b 1-10	271.41	+ 3.93	283.71	+ 3.93	306.28	+ 3.93	08/29	10:00
Citgo	b 1-10	271.45	+ 3.70	282.65	+ 3.70	306.35	+ 3.70	08/29	10:00
MFC2	b 1-10	271.62	+ 3.14	284.37	+ 3.13	308.90	+ 3.13	08/29	10:00
BP	b 1-10	271.73	+ 3.53	284.73	+ 3.53	310.33	+ 3.53	08/29	10:00
Shell	b 1-10	271.99	+ 3.54	282.60	+ 3.54	311.38	+ 3.53	08/29	10:00
LOW RACK	--	267.20	--	279.10	--	304.20	--	--	--
HIGH RACK	--	271.99	--	284.73	--	311.38	--	--	--
RACK AVG	--	270.51	--	282.62	--	308.35	--	--	--
BRD LOW RACK	--	271.41	--	282.60	--	306.35	--	--	--
BRD HIGH RACK	--	271.99	--	284.73	--	311.38	--	--	--
BRD RACK AVG	--	271.64	--	283.61	--	308.23	--	--	--
USD LOW RACK	--	267.20	--	279.10	--	304.20	--	--	--
USD HIGH RACK	--	268.15	--	281.20	--	308.10	--	--	--
USD RACK AVG	--	267.60	--	280.15	--	306.18	--	--	--
CONT AVG-09/02	--	270.51	--	282.63	--	308.35	--	--	--
CONT LOW-09/02	--	267.20	--	279.10	--	304.20	--	--	--
CONT HIGH-09/02	--	271.99	--	284.73	--	311.38	--	--	--

PENSACOLA, FL

329.05

LOW RETAIL

335.97

AVG RETAIL

275.46

LOW RETAIL EX-TAX

281.51

AVG RETAIL EX-TAX

PENSACOLA, FL

2014-09-02 10:00:13 EDT

\*\*OPTS CONTRACT BENCHMARK FILE\*\*  
\*\*OPTS GROSS ULTRA LOW SULFUR DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Shell	u 1-10	288.39	- 1.25	--	--	--	--	08/29	10:00
Flint Hills	u 1-10	289.18	+ .35	--	--	--	--	08/29	10:00
Shell	b 1-10	291.30	- 1.27	--	--	--	--	08/29	10:00
Marathon	b 1-10	293.64	+ .16	--	--	--	--	08/29	10:00
BP	b 1-10	294.35	+ .58	--	--	--	--	08/29	10:00
Citgo	b 1-10	294.77	+ .70	--	--	--	--	08/29	10:00
LOW RACK	--	288.39	--	--	--	--	--	--	--
HIGH RACK	--	294.77	--	--	--	--	--	--	--
RACK AVG	--	291.82	--	--	--	--	--	--	--
BRD LOW RACK	--	291.30	--	--	--	--	--	--	--
BRD HIGH RACK	--	294.77	--	--	--	--	--	--	--
BRD RACK AVG	--	293.48	--	--	--	--	--	--	--
USD LOW RACK	--	288.39	--	--	--	--	--	--	--
USD HIGH RACK	--	289.18	--	--	--	--	--	--	--
USD RACK AVG	--	288.77	--	--	--	--	--	--	--
CONT AVG-09/02	--	291.82	--	--	--	--	--	--	--
CONT LOW-09/02	--	288.39	--	--	--	--	--	--	--
CONT HIGH-09/02	--	294.77	--	--	--	--	--	--	--

PENSACOLA, FL

2014-09-02 10:00:13 EDT

\*\*OPTS CONTRACT BENCHMARK FILE\*\*  
\*\*OPTS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Shell	u 1-10	289.39	- 1.25	--	--	--	--	08/29	10:00
Marathon	b 1-10	294.14	+ .15	--	--	--	--	08/29	10:00
LOW RACK	--	289.39	--	--	--	--	--	--	--
HIGH RACK	--	294.14	--	--	--	--	--	--	--
RACK AVG	--	291.77	--	--	--	--	--	--	--
BRD LOW RACK	--	294.14	--	--	--	--	--	--	--
BRD HIGH RACK	--	294.14	--	--	--	--	--	--	--
BRD RACK AVG	--	294.14	--	--	--	--	--	--	--
USD LOW RACK	--	289.39	--	--	--	--	--	--	--
USD HIGH RACK	--	289.39	--	--	--	--	--	--	--
USD RACK AVG	--	289.39	--	--	--	--	--	--	--
CONT AVG-09/02	--	291.77	--	--	--	--	--	--	--
CONT LOW-09/02	--	289.39	--	--	--	--	--	--	--
CONT HIGH-09/02	--	294.14	--	--	--	--	--	--	--



**Cougar Oil, Inc. dba Southern Energy  
Company**PO Box 17838  
PENSACOLA, FL 32522-7838  
(850) 433-8557

ACCOUNT NO.	INVOICE NO.	DATE
ESC250	040114	08/28/2014

BOL DOCID: 029202  
BOL NO.: 152891  
PO NO.: 140274 #253ESC CLERK OF THE CIRCUIT COURT  
ACCOUNTS PAYABLE  
221 PALAFOX PLACE/SUITE 140  
PENSACOLA, FL 32502

AMOUNT DUE	7,514.80
------------	----------

TERMS: Net - 30 days

DUE DATE: 09/27/2014

TaxID: 63-0696053

Page 1 of 1

QUANTITY	DESCRIPTION	UNIT PRICE	NET AMOUNT
<b>ECET</b> 2,484	REGULAR 87 - E10		
	PROD	2.672163	6,584.21
	FED TAX	0.002715	6.69
	STATE TAX	0.302959	748.49
	LOCAL TAX	0.072001	177.41
2,484	REGULAR 87 - E10	3.049837	7,514.80
E	Sub Total ECET:		7,514.80

For EMERGENCY assistance call CHENTREC 1-800-424-9300 24 Hours Per Day, 7 Days Per Week

\*\*\* TOTAL AMOUNT DUE: 7,514.80

THANK YOU

Cougar Oil, Inc. dba Southern Energy  
Company  
PO Box 17838  
PENSACOLA, FL 32522-7838  
(850) 433-8557

ACCOUNT NO.	INVOICE NO.	DATE
ESC280	040116	09/28/2014

ESC CLERK OF THE CIRCUIT COURT  
ACCOUNTS PAYABLE  
221 PALAFOX PLACE/SUITE 140  
PENSACOLA, FL 32502

BOL DOCID: 028203  
BOL NO.: 152891  
PO NO.: 140274 #263

AMOUNT DUE	1,758.41
------------	----------

TERMS: Net - 30 days

DUE DATE: 09/27/2014

TaxID: 63-0596053

Page 1 of 1

QUANTITY	DESCRIPTION	UNIT PRICE	NET AMOUNT
<b>ECET</b>			
592	DIESEL NO 2 - DYED - ULTRA LOW	2.943284	1,742.43
	PROD	0.002806	1.72
	FED TAX	0.020709	12.28
	STATE TAX		
502	DIESEL NO 2 - DYED - ULTRA LOW	2.985907	1,758.41
	Sub Total ECET:		1,758.41

DYED DIESEL FUEL, NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE OFF HIGHWAY/NOT LEGAL FOR MOTOR  
VEHICLE USE.  
For EMERGENCY assistance call CHEMTREC 1-800-434-0300 24 Hours Per Day, 7 Days Per Week

\*\*\* TOTAL AMOUNT DUE: 1,758.41

THANK YOU

TransMontaigne Partners L.P.  
Pensacola #: 000139  
511 S CLUBBS ST  
PENSACOLA, FL 32502  
BILL OF LADING

Order Number:  
Order Date: 08/28/14  
Folio Number: 08/020  
Input Serial Number: 8883

ROL Number: 015285:  
Load Start: 08/28/14 07:07  
Load End: 08/28/14 07:12  
Order Type: Rack  
Loadspot Number: 02

Stockholder/Customer  
Type:  
0072032  
MOTIVA ENTERPRISES  
0072033  
MOTIVA

Account/Consignee  
Account #: 1000006  
MOTIVA UNBRANDED

RECEIVED BY  
TR07780 COUGAR III.  
SCAC #: COUG  
Tractor #:  
Trailer #: 171

Retail or Petrox #  
F03  
Terminal: EPA # 0412981911  
Destination EPA #

County:  
Consignee # 0049897  
COUGAR OIL (FL)  
VARICUS, FL

DRIVER  
Signature:  
0072033 MICHAEL CRABTREE

## DELIVERY INSTRUCTIONS:

This is to certify that the herein named materials are properly classified, described, packaged, sorted, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

BOL COMMENTS:

ABOVE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL

\*\*\*\*\* EMERGENCY CONTACT: CHEMTREC (800) 424-9300 CCH2618 \*\*\*\*\*

PRODUCT DESCRIPTION	GROSS	NET	TEMP	GRAV	CT	RVP	TANK	MESSAGE NUMBER(S)
00C702 87 RES/ETH INSE:	2500	2464	81.1	58.7	07.00			

H2D NSB: UN1203, GASOLINE, 3, PG 11, 1 Cargo Tank,  
UL4343 42 DSL DYES(15PPH)H/L

SEE ERG GUIDE 128  
39.0 30.00

1502, 1536, 1815, 1825, 1505, 1509

H2D NSB: NA1993, DIESEL FUEL, 3, PG 111, 1 Cargo Tank,  
TOTAL 3100 3056

SEE ERG GUIDE 128

1556, 1798, 2201

MSG # MESSAGE

1502

GASOLINE MEETS ALL APPLICABLE TIER 2 MOTOR VEHICLE EMISSION SULFUR STANDARDS REGULATED UNDER 40 CFR PARTS 80, 85, AND 94

1536

CONVENTIONAL GAS MEETS RVP SPECS FOR STATE WHERE LOADED - THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA, OTHERS MAY BE PRESENT.

1915

NATIONAL DETERGENT ADDITIVIZED GASOLINE

1825

NO RIMS TRANSFERRED

1505

NOBBS MEETS 9.0 RVP STANDARD, NOT FOR SALE IN 7.0 OR 7.8 RVP AREA.

15090

E10: CONTAINS BETWEEN 9 AND 10 VOL ETHANOL. THE RVP DOES NOT EXCEED 10.0 PSI (THE 1.0 PSI RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 7 AND 10 VOL % ETHANOL.

LOT	COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
	02	22	UL4343	42 DSL DYES(15PPH)H/L	600	592	86.7	39.0
	05	26	00C702	87 RES/ETH INSE:	2500	2464	81.1	58.7

(CONTINUED ON NEXT PAGE)

SUBJECT TO CORRECTION OF CLERICAL ERROR

CUSTOMER SIGNATURE

253

CUSTOMER TANKS  
NO CUSTOMER TANKS ON FILE



400 North Tampa Street, Suite 2200, Tampa, FL 33602 \* 813.223.3911 Phone \* 813.221.1857 Fax \* lykesinsurance.com

September 2, 2014

Cougar Oil, Inc.  
P. O. Box 1800  
Selma, AL 36702

Re: *Escambia County – Insurance Requirements*

Gentlemen:

Please accept this letter as confirmation that the insurance for Cougar Oil, Inc. complies with the contract requirements outlined by Escambia County.

Should they be awarded the bid, we will be able to evidence the coverage in an actual Certificate of Insurance.

Any questions please let us know.

Kind regards,

A handwritten signature in black ink that reads 'Debra J. Coad'.

Debra J. Coad, CPIA  
Sr. Account Executive

/djc



# CERTIFICATE OF LIABILITY INSURANCE

COUGA-1

OP ID: DC

DATE (MM/DD/YYYY)

09/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Lykes Insurance, Inc.  
400 N. Tampa St., Suite 2200  
Tampa, FL 33602  
Mike D. Johnson E093634

Phone: 813-223-3911

Fax: 813-221-1857

CONTACT NAME: Debbie Coad, CPIA

PHONE (A/C, No, Ext): 813-470-5032

FAX (A/C, No): 813-470-5021

E-MAIL ADDRESS: dcoad@lykesinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : HDI-Gerling America Ins. Co.

41343

INSURER B : Arch Specialty Insurance Co.

21199

INSURER C : Int'l Ins Co. of Hannover Limit

INSURER D :

INSURER E :

INSURER F :

INSURED  
Cougar Oil, Inc.  
P. O. Box 1800  
Selma, AL 36702

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADCL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		EGGCD000061813	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Emp Ben. \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EAGCD000061813	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EEGCD000061813	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	EWGCD000061812	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Umbrella		00EXT0020000911	10/01/2013	10/01/2014	Limit 6,000,000
C	Property Policy		CPR12E0329-01	10/01/2013	10/01/2014	Blanket 21,613,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CO'S ARE A BY THE MOST RECENTLY PUBLISHED EDITION OF A.M. BEST RATING GUIDE  
CERTIFICAT EHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY. MCS 90 IS INCLUDED ON THE BUSINESS AUTO. BROADENED POLLUTION COVERAGE IS PROVIDED PER THE CONDITIONS OF CA 99 48. THE COMMERCIAL UMBRELLA IS A FOLLOWING FORM.  
GASOLINE AND DIESEL.

**CERTIFICATE HOLDER****CANCELLATION**

ESCAMBIA COUNTY  
OFFICE OF PURCHASING  
ATTN CYNTHIA SMITH  
PO BOX 1591  
PENSACOLA, FL 32597

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number 847322

Occupational License No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Terms of Payment

(Check one) Net 30 Days ☒ 2% 10th Prox \_\_\_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_\_\_ No ☒.

Will your company accept Escambia County Direct  
Payment Vouchers? Yes ☒ No \_\_\_\_\_.

County Permits/Fees required for this project:

Permit	Cost
<u>None</u>	_____
_____	_____
_____	_____
_____	_____

Bidder: Cougar Oil

By: Rex Jones

Signature: R. Jones

Title: Secretary

Address: 3861 N. Palatka St.  
Pensacola, FL 32505

Person to contact concerning this bid:

Rex Jones

Phone/Toll Free/Fax # 850-433-8557

334-410-2346

E-Mail Address: rjones@cougaroil.com

Home Page Address: \_\_\_\_\_

Person to contact for emergency service:

Rex Jones

Phone/Cell/Pager #: 334-410-2346

\_\_\_\_\_

Person to contact for disaster service:

Vick Myrick

Home Address: \_\_\_\_\_

Home Phone/Cell/Pager #: 850-393-4419

\_\_\_\_\_

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia Co. Fl.  
(print name of the public entity)  
by Rex Jones Secretary  
(print individual's name and title)  
for Cougar Oil  
(print name of entity submitting sworn statement)

whose business address is

3861 N. Palafox St. Pensacola, Fl. 32505

and (if applicable) its Federal Employer Identification Number (FEIN) is:

63-0596053

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*Rh Jones*  
(signature)

Sworn to and subscribed before me this 2 day of Sept., 2014

Personally known ✓

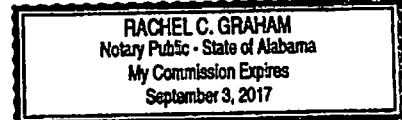
OR produced identification \_\_\_\_\_

Notary Public - State of Alabama

My commission expires 9/3/2017

\_\_\_\_\_  
(Type of identification)

(Printed typed or stamped commissioned name of notary public)



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
Cougar Dil does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

       As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

  
Offeror's Signature

9-2-14  
Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

**If not a Florida Corporation,**

In what state was it created: Alabama  
Name as spelled in that State: Cougar Oil, Inc.

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business  
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: 847322

Does it use a registered fictitious name: Yes or No

**Names of Officers:**

President: <u>J. Larry Jones</u>	Secretary: <u>Rex M. Jones</u>
Vice President: <u>William Leon Jones Jr.</u>	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation (As used in Florida):**

Cougar Oil, Inc.  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: 1800  
City, State Zip: Selma, AL 36702  
Street Address: 1411 Water Ave  
City, State, Zip: Selma, AL 36701

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 63-0596053  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Rex Jones  
Telephone Number: 850-433-8557 Facsimile Number: 850-438-8313

Name of individual who will sign the instrument on behalf of the company:  
Rex Jones

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:  
Secretary

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

# *State of Florida*

## *Department of State*

I certify from the records of this office that COUGAR OIL, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on October 27, 1980.

The document number of this corporation is 847322.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 25, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fifth day of April, 2014*



*Ken DeFries*  
**Secretary of State**

Authentication ID: CC3853658557

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**BUSINESS TAX RECEIPT**  
**ESCAMBIA COUNTY, FL**

**JANET HOLLEY, CFC**

*Tax Collector*

2013 - 2014

**THIS BUSINESS TAX RECEIPT EXPIRES**  
September 30, 2014

THE ISSUANCE OF THIS RECEIPT  
DOES NOT ENSURE COMPLETENESS

**HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN  
THE BUSINESS, PROFESSION, OR OCCUPATION OF**

PAID-9100440.0001-0001 150 08/06/2013 26.25

TRADING-WHOLESALE PETRO  
3861 NORTH PALAFOX

SOUTHERN ENERGY CO

P O BOX 17838  
PENSACOLA FL 32522-7838

ACCT NO	160908	08/06/2013	053104	TOTAL
				26.25

This business tax receipt is in addition to and not a lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: COUGAR OIL INC JONES J L PRES

# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

## SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

### SUBMIT OFFERS TO:

JOE PILLITARY, CPPB, CPPO

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4807

Invitation to Bid

GASOLINE AND DIESEL FUEL

SOLICITATION NUMBER: PD 13-14.083

### SOLICITATION

MAILING DATE: Monday, August 25, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Thursday, September 11, 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 County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

63-0596053

TERMS OF PAYMENT:

30 days

DELIVERY DATE WILL BE 1 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Cougar Oil

ADDRESS: 3861 N. Palafox St

CITY, ST. & ZIP: Pensacola, FL 32505

PHONE NO.: (850) 433-8557

TOLL FREE NO.: (800) 239-6451

FAX NO.: (850) 438-8313

REASON FOR NO OFFER:

BID BOND ATTACHED N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

Rex Jones Secretary  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Rex Jones  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.**

### AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By \_\_\_\_\_  
Signature of Person Authorized to Sign Date

ATTEST \_\_\_\_\_  
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST \_\_\_\_\_  
Witness Date

ATTEST \_\_\_\_\_  
Witness Date

#### ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By \_\_\_\_\_  
County Administrator Date

WITNESS \_\_\_\_\_  
Date

WITNESS \_\_\_\_\_  
Date

Awarded Date \_\_\_\_\_

Effective Date \_\_\_\_\_





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10831**

**County Administrator's Report 10. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Reallocation of Capital Improvement Program Funds

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling \$136,213, as follows:

FROM:

Description	District	Amount	Description
Fairchild Drive	4	\$66,855	The original budget (\$200K) was established to include purchase of a pond parcel; however, the property owner was not willing to sell at the appraisal value. Staff pursued a positive outfall option on the I-10 widening project, which eliminated the need for the Fairchild pond site. The remaining funds on this project will be used to improve drainage; project estimate \$100K.
Fairway Drive	2	\$32,921	Project complete
Seaglades	2	\$31,163	This project was canceled based on the Cost/Benefit Analysis
69th Avenue North	2	\$5,274	Project complete

TO:

Description	District	Amount	Description
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Johnson Avenue	4	\$66,855	County share of FDOT Local Agency Program Agreement. This project consists of repairing failures along a storm pipe route on Gulf Beach Highway between Ponte Verde Road and Longwood Drive that occurred during the April 2014 flood event. This project is ready for construction to begin.
Gulf Beach Highway	2	\$69,358	County share of FDOT Local Agency Program Agreement. This project consists of repairing the storm pipe system along East Johnson Avenue from Hitchcock Road to 600' east of Forge Lane that was damaged during the April 2014 flood event. This project is ready for construction to begin.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107]

**BACKGROUND:**

Escambia County Public Works staff requests the Board's approval to transfer \$136,213 from the various projects to the projects described below:

Description	District	Amount	Description of Project
Johnson Avenue	4	\$66,855	County share of FDOT Local Agency Program Agreement. This project consists of repairing failures along a storm pipe route on Gulf Beach Highway between Ponte Verde Road and Longwood Drive that occurred during the April 2014 flood event. This project is ready for construction begin.
Gulf Beach Highway	2	\$69,358	County share of FDOT Local Agency Program Agreement. This project consists of repairing the storm pipe system along East Johnson Avenue from Hitchcock Road to 600' east of Forge Lane that was damaged during the April 2014 flood event. This project is ready for construction to begin.

**BUDGETARY IMPACT:**

No budgetary impact occurs. Funding is currently available in Fund 352, "Local Option Sales Tax III", Account 210107.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10812**

**County Administrator's Report 10. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Change Order for Charles Neely Corp DBA PR Chemical and Paper Supply for Public Works Department - Pensacola Beach

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

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning a Change Order for Charles Neely Corporation, DBA PR Chemical and Paper Supply, for Cleaning Supplies and Paper Products for the Public Works Department, Pensacola Beach Division - 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 Charles Neely Corporation, DBA PR Chemical and Paper Supply, for cleaning supplies and paper products for the Public Works Department - Pensacola Beach Division:

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	\$15,000
Vendor:	Charles Neely Corporation DBA PR Chemical and Paper Supply
Project Name:	Cleaning Supplies and Paper Products
Contract:	PD 13-14.046
PO No.:	160286
CO No.:	2
Original Award Amount:	\$45,000
Cumulative Amount of Change Orders through this CO:	\$19,500
New Contract Total:	\$64,500

[Funding Source: Fund 001, General Fund, Cost Center 211401, Object Code 55201]

**BACKGROUND:**

Meeting in regular session on June 3, 2014, the Board awarded a three-year contract, PD 13-14.046, Laundry and Cleaning Supplies and Inmate Goods Contract, and approved the Agreement for Laundry and Cleaning Supplies, PD 13-14.046, with options for 12-month extensions, for a term not to exceed 66 months, to the following vendors: Charles Neely Corporation-PR Chemical and Paper Supply, Supreme Paper Supplies, Bobbie Graves Supply Company, Inc., and Bob Barker Company, Inc.

The Public Works Department - Pensacola Beach utilizes this contract to purchase cleaning supplies and paper products for Pensacola Beach. A Purchase Order was issued on October 12, 2015, for \$45,000, and a change order issued on June 28, 2016 for \$4,500.

This Change Order, #2, for \$15,000, increases the Purchase Order to an amount over \$50,000, which requires Board approval.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 001 "General Fund", Cost Center 211401, Object Code 55201.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Agreement 13-14.046

Original PO 160286

Change Order 1

Board Action 060314

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**AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES**  
**PD 13-14.046**

**THIS AGREEMENT** is made this 3<sup>rd</sup> day of June, 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 Charles Neely Corporation-PR Chemical & Paper Supply (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3374698 and whose principal address is 3435 North Dr. Martin Luther King Jr. Drive, Pensacola, FL, 32503.

**WITNESSETH:**

**WHEREAS**, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods 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 supplies; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence 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. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, 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. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 15, 2014, provided as part of the Contractor's Proposal, 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. Price Adjustments. 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. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and 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. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. 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 County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct



in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) 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. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation,

other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: PR Chemical & Paper Supply  
Attention: Shawn Snyder  
3435 North MLK Jr. Drive  
Pensacola, Florida 32503

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. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. 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 Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. 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.

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

Approved as to form and legal  
sufficiency.

By/Title: Attual ACH  
Date: 5/5/14

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk  
(SEAL)



ATTEST:

By: Daun R. Clay  
Corporate Secretary  
(SEAL)

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Lumon J. May, Chairman

Date: 6/12/2014

BCC Approved: June 3, 2014

CONTRACTOR:  
P.R. CHEMICAL & PAPER- CHARLES  
NEELY CORPORATION

By: [Signature]

Title: President

Date: 6-9-14



ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA  
OCCUPATIONAL LICENSE

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO BID**

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY. DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT**

**SPECIFICATION NUMBER PD 13-14.046**

**BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Lumon May, Chairman  
Steven L. Barry, Vice Chairman  
Wilson B. Robertson  
Grover Robinson, IV  
Gene M. Valentino**

**From:  
Claudia Simmons, CPPO  
Purchasing Manager**

**Procurement Assistance  
Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing  
Matt Langley Bell, III Building  
213 Palafox Place, 2<sup>nd</sup> Floor,  
Pensacola, FL 32502  
Tel: (850) 595-4944  
Fax: (850) 595-4805**

**Technical Assistance  
Whitney C. Lucas  
Escambia County Corrections Accountant  
Community Corrections Bureau  
2251 N. Palafox St  
Pensacola, FL 32501  
Tel: (850) 595-3114  
Fax: (850) 595-3510**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**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.**

## **SCOPE OF WORK SUMMARY**

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

**Central Stores/Stockroom:** The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

**Volume:** Estimated total dollar volume for this contract is \$100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

**Brand Name or Equal:** Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.



# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM**

### **SUBMIT OFFERS TO:**

Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, 2nd Floor, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA  
Invitation to Bid

Laundry and Cleaning Supplies  
and Inmate Goods Contract

SOLICITATION NUMBER:  
PD 13-14.046

### **SOLICITATION**

MAILING DATE: Monday, April 7, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 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 County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3574698

TERMS OF PAYMENT:

Net 20

DELIVERY DATE WILL BE 1 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME:

PR Chemical + Paper

ADDRESS:

3435 N. Dr. MLK Jr Dr

CITY, ST. & ZIP:

Pensacola, FL 32503

PHONE NO.:

(850) 432-0432

TOLL FREE NO.:

800 239-4777

FAX NO.:

(850) 434-1931

REASON FOR NO OFFER:

BID BOND ATTACHED \$

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all contracts of action it may now or hereafter acquire under the Anti-Crime laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or required by Escambia County Florida. As the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

SHAWN SWYDER  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Shawn Swyder  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

\*\* Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

### **AWARD**

Upon verification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### **CONTRACTOR**

Name and Title of Signer (Type or Print)

Name of Contractor

By

Signature of Person Authorized to Sign

Date

ATTEST:

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

ATTEST:

Witness

Date

#### **ESCAMBIA COUNTY FLORIDA**

Name and Title of Signer (Type or Print)

By

County Administrator

Date

WITNESS

Date

WITNESS

Date

Awarded Date

Effective Date

EXHIBIT

B



**BID FORM**  
**Specification Number PD 13-14.046**  
**LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 4-15-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Laundry and Cleaning Supplies, and Inmate Goods 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:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	\$
small-xlarge Mens Orange BoxersBoxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	\$
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case	\$
Orange Tube Socks One Size Fits All	DZ	\$
White Sheets poly/cotton blend 66"X104"	DZ	\$
EVA Khaki Clogs (12 pair/Case)	Case	\$
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	\$
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	\$ 28.30
Toothpaste .85 oz Nautremint (144 pieces/Case)	Case	\$
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	\$
Pillowcase, cotton white 42X34	DZ	\$
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	\$
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	\$
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	\$
Mattress, Polyester 25X75X4 bagged	Each	\$
Boardwalk Brand toilet paper 2ply (1000/Case)	Case	\$ 27.95
Towels, Brown Multifold (4008/Case)	Case	\$ 13.99
Dimension Fast Drying Floor Finish (5 Gal/Unit)	Unit	\$ 65.21
Formula 900 Soap Scum remover	Gal	\$ 10.90
Q128 Neutral Disinfectant	Gal	\$ 15.50
Bucket Mp, Downpress w. wringer	Each	\$ 108.00

with sidepress  
with ringer

\$46.14

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case)	Case	\$ 35.50
16 oz Bottle w. trigger spray	Each	\$ .95
32 oz bottle w. trigger spray	Each	\$ .98
Mp head, winger loop, x-large	Each	\$ 9.98
Angla broom w. aluminum handle	Each	\$ 7.56
Wall and ceiling brush	Each	\$ 15.50
Handles for ceiling brush	Each	\$ 3.50
Boost Pad-20" Maroon Prep (10/Case)	Case	\$ 48.00
First Class Furniture Polish 16oz Can <i>SSS Creamy Lemon Polish</i>	Each	\$ 37.104
Gojo Dama Pro Lotion Soap (12-800ML/Case)	Case	\$ 38.50
Heavy Duty Paper Bags (200 bags/Case)	Case	\$ 17.73
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	\$ 80.94
Glove, Nitrile PF Blue 8 MIL sizes small-2XL (10 boxes/case)	Case	\$ 66.50
Spartan Clothessline Fresh Laundry Detergent #3 (15 Gal/Case)	Case	\$ 225.00
Spartan Clothessline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	\$ 155.00
Spartan Clothessline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	\$ 169.00
24" Dust Mop Head <i>Washable</i>	Each	\$ 7.32
100% Cotton Terry Washcloths 12X12	DZ	\$
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	\$
Centerpull Paper Towels 8" x 13", 400' per roll, 369 sheet per roll (6rolls/Case) <i>600' per roll</i>	Case	\$ 19.86
Total Cost		\$

### CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)  
SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of  
Authority Document Number

*PA60000734915*

Occupational License No. *136940*

Terms of Payment (Check one)

☐ Net 30 Days ☐ 2% 10th Prox  
☒ Other *Net 30*

Will your company accept Escambia County  
Purchasing Cards?

☒ Yes ☐ No

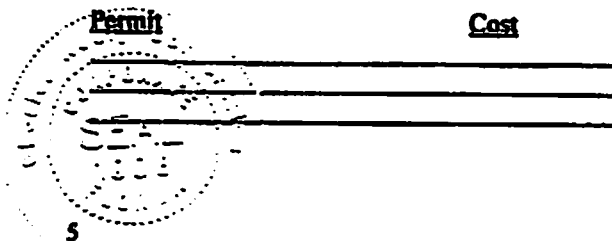
Will your company accept Escambia County  
Direct Payment Vouchers?

☒ Yes ☐ No

County Permits/Fees required for this project:

Permit

Cost



Bidder: PR Chemical + Paper Supply  
 By: Shawn Snyder  
 Signature: \_\_\_\_\_  
 Title: Pres.  
 Address: PO Box 2189  
Pensacola, FL 32513  
 Person to contact concerning this bid:  
Shawn Snyder  
 Phone #: 850-432-0432  
 Toll Free #: 800-239-4777  
 Fax #: 850-434-1931  
 E-Mail Address: president@pr-supply.com  
 Home Page Address: \_\_\_\_\_

Person to contact for emergency service:  
Shawn Snyder  
 Phone #: 850-432-0432  
 Cell #: 850-572-6311  
 Pager #: \_\_\_\_\_

Person to contact for disaster service:  
Shawn Snyder  
 Home Address: 2124 Coply Dr  
Pensacola, FL 32503  
 Home Phone #: 850-439-3600  
 Cell #: 850-572-6311  
 Pager #: \_\_\_\_\_

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

PURCHASE ORDER NO. 160286

**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

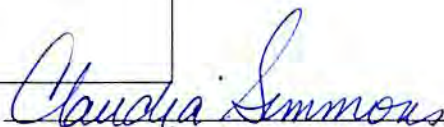
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[ PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843 ]

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[ 150532 FAX: 850-434-1931 ]  
 CHARLES NEELY CORP  
 DBA PR CHEMICAL & PAPER SUPPLY  
 3435 N MARTIN LUTHER KING JR DRIVE  
 PENSACOLA FL 32503 ]

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[ 25 VIA DELUNA DRIVE  
 PENSACOLA, FL 32561 ]  
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[ ATTN: ]

ORDER DATE: 10/12/15		BUYER: LESTER BOYD		REQ. NO.: 16000298	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.:	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	OPEN END BLANKET PO FOR CLEANING SUPPLIES & PAPER PRODUCTS FOR THE BEACH. THIS IS A ONGOING BEACH CONTRACT. CONTRACT #PD 13-14.04	45000.0000	45,000.00
				PAGE TOTAL \$	45,000.00
				TOTAL \$	45,000.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	211401	55201	45,000.00		

APPROVED BY







PURCHASE ORDER NO. 160286-1  
CHANGE DATE: 06/28/16

## 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

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PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

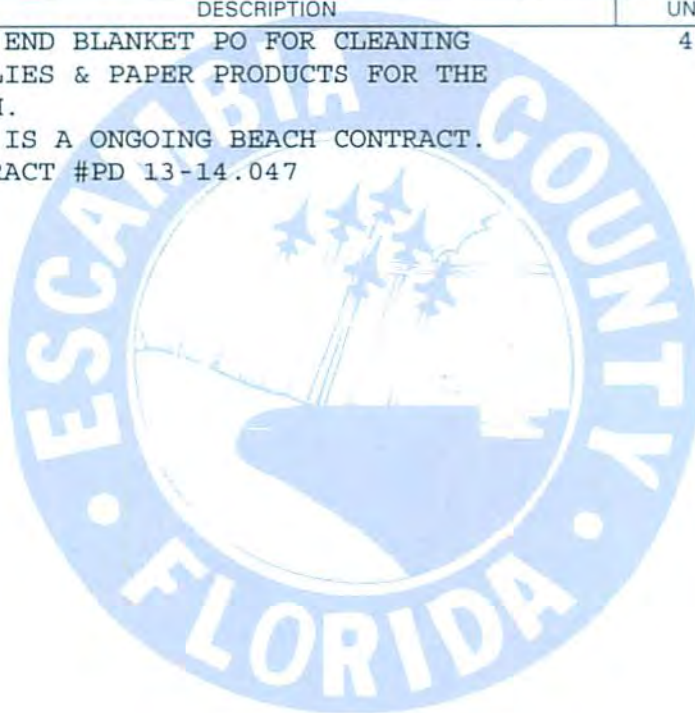
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150532 FAX: 850-434-1931  
CHARLES NEELY CORP  
DBA PR CHEMICAL & PAPER SUPPLY  
3435 N MARTIN LUTHER KING JR DRIVE  
PENSACOLA FL 32503

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PENSACOLA BEACH PUBLIC WORKS  
25 VIA DELUNA DRIVE  
PENSACOLA, FL 32561  
T  
O  
ATTN:

ORDER DATE: 10/12/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 16000298	REQ. DATE: 10/07/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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01	.00 LOT		OPEN END BLANKET PO FOR CLEANING SUPPLIES & PAPER PRODUCTS FOR THE BEACH. THIS IS A ONGOING BEACH CONTRACT. CONTRACT #PD 13-14.047	4500.0000	4,500.00
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	4,500.00
01	211401 55201	4,500.00		TOTAL \$	4,500.00

APPROVED BY

# GENERAL TERMS AND CONDITIONS

**1. ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

**2. DELIVERIES - INSPECTION AND ACCEPTANCE** - Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturer's part number specified herein.

**3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS** - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without compensating the interests herein. Quantities in excess of \$100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

**4. DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

**5. DELIVERY TICKETS** - All shipments under this agreement shall be accompanied with delivery tickets or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of bill
4. Quantity
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information) and
7. Date of delivery or shipment

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the consecutive copies and

return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

**6. INSPECTION, ACCEPTANCE AND TITLE** - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for lifting, processing and collecting all damaged items. However, to assist him in the expedient handling of damaged claim, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading
2. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

**7. GOVERNMENT REGULATIONS** - Contractor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of materials specified herein, have been complied with and shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

**8. TAXES** - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges do not pay tax as the County will not reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

**9. WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon. Merchandise, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by County unless otherwise specified.

**10. PATENTS** - Contractor shall protect and indemnify County against all claims, judgments and expenses arising from infringement or a alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense of settlement thereof.

**11. INSTALLATION** - If this order required the services of Contractor's experts or employees on County's premises such experts or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and fire regulations. Contractor assumed full responsibility for their acts and omissions and agrees to save the County harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Contractor's obligations hereunder. If Contractor furnishes material and services for construction and improvement for a lump sum amount, Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County on other than a charge basis in connection with this order.

**12. NON-DISCLOSURE** - Without prior written consent of the County in each instance, Contractor shall not reveal to a third party the details, characteristics or any information on materials made to the special order of County or use reproductions thereof in any promotional media or reveal that County is purchasing the materials ordered hereunder.

**13. CONDITION FOR ASSIGNMENT** - This (contract or purchase order) shall not be assigned in full or part without consent of the County. Such consent will not relieve Contractor from its obligations and liabilities.

**14. CHANGES** - The Purchasing Manager may at any time, by written order, and without notice to the supplier, make changes within the general scope of the contract in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith, (ii) method of shipping or packing and (iii) place of delivery if any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the fact justify such action, may receive and act upon any such claim as presented prior to final payment under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

**16. INVOICING AND PAYMENT** - The Contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the Contractor's Federal Employee Identification Number. An original and two (2) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

**INTEREST PENALTIES** - Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

**17. DISCOUNTS** - On any discounts there will be computed from date of delivery of the supplies or from date correct invoice is received, whichever is the later date.

**18. PROTEST** - Any protest by a bidder/proposer must be filed with the purchasing department for review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

**19. CONVICT LABOR** - In Connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 93-176, September 10, 1965 (16 USC 4080(c)(2)) and Executive Order 11255, December 28, 1965.

**20. COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of this section of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**21. CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, government, authority, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries. Hereunder to the extent of such prevention or or restriction. At County's option, deliveries so entitled shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.

**22. GRATUITIES** - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provides that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative make such findings, shall be in issue and may be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph, (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of the County provided in the clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under contract.

**23. TERMINATION FOR DEFAULT** - The Purchasing Manager by written notice, may terminate this contract in whole or in part, for failure of the Contractor to perform any provisions hereof, in such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services, provided that it (i) is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

**24. TERMINATIONS FOR CONVENIENCE** - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

**25. ASSIGNMENT OF CLAIMS** - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 USC 361). However, payments to an assignee of monies under this contract shall not, to the extent provided in said act, as amended, be subject to reduction of set-off (See Clause 13).

**26. EXTENT OF OBLIGATION** - The County is obligated under a single type Purchase Order only to the extent of authorized calls actually placed against this agreement.

**27. PRICING** - The Prices to the County for all purchases made under this agreement shall be as low or lower than those charged the suppliers most favored customer in addition to any discounts.

## NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement of other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965 and such other sanctions may be imposed or remedial action may be taken as provided in executive order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such action by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.



ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

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E** | PLEASE EMAIL INVOICES TO:  
[escambia.invoices@escambiaclerk.com](mailto:escambia.invoices@escambiaclerk.com)  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

V 150532 FAX: 850-434-1931  
E CHARLES NEELY CORP  
N DBA PR CHEMICAL & PAPER SUPPLY  
D 3435 N MARTIN LUTHER KING JR DRIVE  
R PENSACOLA FL 32503

SHIP 25 VIA DELUNA DRIVE  
PENSACOLA, FL 32561

TO  
ATTN:

[illegible]

TAX ID 85-8013888011C-3  
FED ID 99-6000-598

**APPROVED BY**

### Original Purchase Order

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

14. Continued...

B. Authorizing the Chairman to sign the Amendment and all other necessary documents; and

C. Authorizing the execution of the necessary Change Order.

15. Adopting the Resolution (*R2014-52*) approving Supplemental Budget Amendment #177, General Fund (001), in the amount of \$73,381, to recognize reimbursement proceeds from off-duty officers for employment-related expenses, as well as auto insurance and miscellaneous Sheriff's Fees; these funds must now be appropriated back into the Sheriff's Budget to be used to purchase a new server for additional data storage space.

16. Adopting the Resolution (*R2014-53*) approving Supplemental Budget Amendment #183, FTA Capital Projects Fund (320), in the amount of \$94,107, to recognize proceeds from the Florida Department of Transportation and the Federal Transit Administration, and to appropriate these funds to be used to purchase two vans with lifts.

17. Awarding, and authorizing the County Administrator to sign, the *Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and HDR Engineering, Inc.*, per the terms and conditions of PD 13-14.036, Professional Services for Landfill Phasing, for a lump sum of \$76,065 (Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101).

18. Awarding a three-year Contract, PD 13-14.046, Laundry and Cleaning Supplies and Inmate Goods Contract, and approving the *Agreement for Laundry and Cleaning Supplies PD 13-14.046*, with two options for 12-month extension periods, for a term not to exceed 66 months, for an estimated annual amount of \$150,000, to the following vendors (Funding: Fund 111, Jail Inmate Commissary Fund, Cost Center 290406, Object Code 55201 – \$150,000):

- A. Charles Neely Corporation-PR Chemical & Paper Supply;
- B. Supreme Paper Supplies;
- C. Bobbie Graves Supply Company, Inc.; and
- D. Bob Barker Company, Inc.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10841**

**County Administrator's Report 10. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Local Agency Program (LAP) Supplemental Agreement for Repairs to Johnson Avenue

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

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement Between the Florida Department of Transportation and Escambia County for East Johnson Avenue - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Supplemental Agreement between the Florida Department of Transportation and Escambia County to construct repairs to a stormwater system along a portion of East Johnson Avenue, beginning at Hitchcock Road and continuing east approximately 1/4 mile to the Gulf Power easement:

A. Approve the State of Florida Department of Transportation LAP Supplemental Agreement between the Florida Department of Transportation and Escambia County for East Johnson Avenue; and

B. Adopt the Resolution authorizing the Chairman to sign the LAP Supplemental Agreement.

In the original LAP agreement, the County was responsible for \$41,633. The County's portion will increase \$1,215, to \$42,848, as a result of higher than anticipated construction costs.

[Funding Source: Fund 352, "LOST III"]

#### **BACKGROUND:**

This project is a result of damage that occurred during the April 2014 rainfall event. The Agreement is to fund the construction of this project, which includes drainage repairs to the stormwater system located along East Johnson Avenue from Hitchcock Road, approximately 1/4 mile to the Gulf Power easement.

The original agreement executed by the Florida Department of Transportation (FDOT) and County was for a project total of \$230,400, of which FDOT agreed to fund \$188,767, with \$41,633 contributed by the County.

The project total increased to \$238,044 when the bids were opened and reviewed by FDOT staff, as all of the bids were higher than anticipated.

FDOT has agreed to increase their participation in this project cost by \$6,429, to a total of \$195,196. The County's responsibility has increased by \$1,215, to a new total of \$42,848.

**BUDGETARY IMPACT:**

FDOT will reimburse the County up to \$195,196.00 for expenses related to the construction of the project, and the County will be responsible for \$42,848.00, an increase of \$1,215.00. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

The original agreement was for a total of \$230,400.00, of which FDOT agreed to fund up to \$188,767.00; the County was responsible for \$41,633.00.

Funding is available in Fund 352, LOST III.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

**PERSONNEL:**

No new personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Board approval of all Agreements.

**IMPLEMENTATION/COORDINATION:**

County staff will coordinate with FDOT staff during construction of the project.

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**Attachments**

LAP Agreement

Nov. 5, 2015 Resolution

Supplemental Agreement

## 2016 Resolution

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*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

May 26, 2016

Mr. Colby Brown, Program Director  
Public Works Department – Transportation & Traffic Division  
3363 West Park Place  
Pensacola, FL 32505

Subject: Notice to Proceed with Construction  
Construction of East Johnson Ave Stormwater Repair Project  
FPID No. 436252-2-58-01 & 436252-2-68-01

Dear Mr. Brown:

Please find attached two copies of the executed LAP Agreement between the Florida Department of Transportation and Escambia County dated May 26, 2016 for the construction of the above referenced project.

**This letter shall serve as the official Notice to Proceed (NTP) with the Construction Phase of the project.** At this time you may proceed with the advertisement for bids. According to the LAP Agreement, Section 3.06, the County shall advertise the project within thirty (30) days from the date the Department issues the NTP. This project shall be advertised for a minimum of 3 weeks. The advertisement periods begins when the first of two advertisements is published. **Please submit a copy of the advertisement for both the bids and CEI services to me for review prior to the advertisement being published.**

This project shall be carried out in accordance with the LAP Agreement and the applicable sections of the LAP Manual. The latest version of the LAP Manual is located at [http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAP\\_TOC.shtm](http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAP_TOC.shtm).

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us).

Sincerely,

Dustin Castells  
District 3 LAP Administrator

Cc: Wanda Syfrett, FDOT-Chipecy  
D3 Professional Services

James Proffitt, FDOT-Milton  
D3 Program Management



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC-08/15  
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FPN: <u>436252-2-58-01</u>	Fund: <u>ACER, LF</u>	FLAIR Approp: _____
Federal No: <u>E141-096-E</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>436252-2-68-01</u>	Fund: <u>ACER, LF</u>	FLAIR Approp: _____
Federal No: <u>E141-096-E</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>48 (Escambia)</u>	Contract No: <u>G0B32</u>	Vendor No: <u>F596000598174</u>
FDOT Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-507-9673</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 26<sup>th</sup> day of May, 2016, between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. R2015-148 dated the 5<sup>th</sup> day of November, 2015 a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the East Johnson Avenue Stormwater Repair Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before December 31, 2016. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 259,200.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$212,362.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
  - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
  - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 08/15  
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- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency.

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Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;



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- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.



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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**9. Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The



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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

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minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Miscellaneous Provisions:**



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- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

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agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
  - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
  - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
  - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*

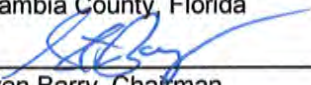
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.

Board of County Commissioners  
Escambia County, Florida

  
Steven Barry, Chairman

Date Executed

11/10/2015

ATTEST: Pam Childers  
Clerk of the Circuit Court

By:   
Deputy Clerk



BCC Approved 11-05-2015

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

  
Name: Reginald Battles, P.E.

Interim Director of Transportation Development

Approved as to form and legal  
sufficiency.

Legal Review:

By/Title: 

Date: 11/21/15



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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 436252-2-58-01 & 436252-2-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

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**PROJECT LOCATION:**

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.475 Miles

**PROJECT DESCRIPTION:** The repair of the stormwater system along East Johnson Avenue from milepost .703 to milepost 1.178. Damage was caused by the Spring 2014 Flood Event.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the existing right of way.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FOOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by May 2016
- f) Construction to be completed by December 31, 2016

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 325913	FPN: 436252-2-58-01 & 436252-2-68-01
--	--------------------------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Planning-18</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Planning Cost				
<b>Project Development &amp; Environment (PD&amp;E) - 28</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total PD&E Cost				
<b>Design - 38</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Design Cost				
<b>Right-of-Way - 48</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Right-of-Way Cost				
<b>Construction-58</b> FY: 2016 <u>\$230,400.00</u> FY: 2017 <u>\$0.00</u> FY: 2018 <u>\$0.00</u> FY: 2019 <u>\$0.00</u>	<u>\$230,400.00</u>	<u>\$41,633.00</u>	<u>\$0.00</u>	<u>\$188,767.00</u>
Total Construction Cost	\$230,400.00	\$41,633.00	\$0.00	\$188,767.00
<b>Construction Engineering and Inspection (CEI) - 68</b> FY: 2016 <u>\$28,800.00</u> FY: 2017 <u>\$0.00</u> FY: 2018 <u>\$0.00</u>	<u>\$28,800.00</u>	<u>\$5,205.00</u>	<u>\$0.00</u>	<u>\$23,595.00</u>
Total CEI Cost	\$28,800.00	\$5,205.00	\$0.00	\$23,595.00
FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Project Costs	\$259,200.00	\$46,838.00	\$0.00	\$212,362.00
<b>TOTAL COST OF THE PROJECT</b>	\$259,200.00	\$46,838.00	\$0.00	\$212,362.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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**EXHIBIT "C"**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

**Exhibit "E"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or



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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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**EXHIBIT "F"**

**AGENCY RESOLUTION**

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



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**EXHIBIT 1**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$212,362.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>

Escambia County  
Clerk's Original

11/5/2015 CAR 12-24

RESOLUTION NUMBER R2015-148

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: *[Signature]* D.C.  
DATE: *November 12, 2015*



A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO REPAIR A PORTION OF THE STORMWATER SYSTEM ALONG EAST JOHNSON AVENUE; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), up to \$259,200 to construct repairs to a stormwater system along a portion of East Johnson Road, beginning at Hitchcock Road and continuing east approximately ¼ mile, to the Gulf Power easement (FPID 436252-2-58-01 & 436252-2-68-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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 recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board hereby supports the proposed stormwater repair project on East Johnson Ave.

**SECTION 3.** That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

**SECTION 4.** That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

**SECTION 5.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 5th day of November 2015.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

*[Signature]*  
Steven Barry, Chairman

TEST: Pam Childers  
Clerk of the Circuit Court

By: *[Signature]*  
Deputy Clerk  
(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: *[Signature]*  
Date: 10/20/15



Date: 11/12/2015 Verified By: *[Signature]*

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 436252-2-58-01 & 436252-2-68-01 CONTRACT NO. G0B32
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The Florida Department of Transportation desires to supplement the original Agreement entered into and executed on May 26, 2016 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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#### PROJECT DESCRIPTION

Name East Johnson Avenue Stormwater Repair Project Length 0.475 Miles

Termini From milepost .703 to milepost 1.178

#### Description of Work:

This project is for the repair of the stormwater system along East Johnson Avenue from milepost .703 to milepost 1.178 in Escambia County.

#### Reason for Supplement and supporting engineering and/or cost analysis:

The responsive low bidder was higher than the amount in the Department's Work Program. The bids have been reviewed by Department staff and FHWA has agreed to participate by supplementing the agreement with an additional \$6,429 and the remaining \$1,215 will be covered by the County.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

Page 2 of 3

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 436252-2-58-01 & 436252-2-68-01 CONTRACT NO. G0B32
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Right-of-Way</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>					
FY: 2016	\$230,400.00	\$0.00	\$230,400.00	\$41,633.00	\$188,767.00
FY: 2017	\$0.00	\$7,644.00	\$7,644.00	\$1,215.00	\$6,429.00
FY: 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY: 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY: 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY: 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Construction Cost	\$230,400.00	\$7,644.00	\$238,044.00	\$42,848.00	\$195,196.00
<b>Construction Engineering and Inspection (CEI)</b>					
FY: 2016	\$28,800.00	\$0.00	\$28,800.00	\$5,205.00	\$23,595.00
FY: 2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY: 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY: 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY: 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY: 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total CEI Cost	\$28,800.00	\$0.00	\$28,800.00	\$5,205.00	\$23,595.00
Total Construction & CEI Costs	\$259,200.00	\$7,644.00	\$266,844.00	\$48,053.00	\$218,791.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$259,200.00</b>	<b>\$7,644.00</b>	<b>\$266,844.00</b>	<b>\$48,053.00</b>	<b>\$218,791.00</b>



SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 436252-2-58-01 & 436252-2-68-01 CONTRACT NO. G0B32
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

Legal Review:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Jared Perdue, P.E.  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

See attached Encumbrance Form for date of funding approval by Comptroller.

**RESOLUTION NUMBER R2016-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) SUPPLEMENTAL AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO REPAIR A PORTION OF THE STORMWATER SYSTEM ALONG EAST JOHNSON AVENUE IN ESCAMBIA COUNTY, FLORIDA; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** On November 10, 2015, Escambia County, Florida (hereinafter referred to as "County") entered into a Local Agency Program Agreement (LAP) with the State of Florida Department of Transportation (hereinafter referred to as "Department") wherein the Department agreed to fund total construction costs up to \$230,400.00 to construct repairs to a stormwater system along a portion of East Johnson Road between milepost .703 and continuing to milepost 1.178 (FPID 436252-2-58-01 & 436252-2-68-01) hereinafter referred to as "the Project"; and

**WHEREAS,** the County met the eligibility requirements of the Department; and

**WHEREAS,** due to higher than anticipated bid results, the Department has agreed to contribute additional funding in the amount of \$6,429.00 (six thousand four hundred and twenty-nine dollars); and

**WHEREAS,** the County has agreed to contribute additional funding in the amount of \$1,215.00 (one thousand two hundred and fifteen dollars); and

**WHEREAS,** the revised total Project construction cost, including said additional funding of both parties, shall now equal \$238,044.00 (two hundred thirty-eight thousand and forty-four dollars); and

**WHEREAS,** any expenses in excess of the revised total Project cost will be borne by the County.

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

**SECTION 1.** That the Board finds the above recitals to be true and correct and incorporated herein by reference.

**SECTION 2.** That the Board hereby supports the proposed Project for stormwater repairs along East Johnson Avenue.

**SECTION 3.** That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting the Project.

**SECTION 4.** That the Board hereby authorizes the Chairman to sign the Local Agency Program Supplemental Agreement between the Department and the County.

**SECTION 5.** That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: Kelly A. Aca  
Date: 8/18/16





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10839**

**County Administrator's Report 10. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Local Agency Program (LAP) Supplemental Agreement for Repairs to Gulf Beach Highway

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

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement between the Florida Department of Transportation and Escambia County, Florida, for Gulf Beach Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, to construct repairs to the stormwater system along a portion of Gulf Beach Highway [County Road (CR) 292A] between Ponte Verde Road and Longwood Drive:

A. Approve the State of Florida Department of Transportation LAP between the Florida Department of Transportation and Escambia County for repairs to the stormwater system along a portion of Gulf Beach Highway CR 292A; and

B. Adopt the Resolution authorizing the Chairman to sign the State of Florida Department of Transportation LAP Agreement.

In the original LAP Agreement, the County was responsible for \$24,398. The County's portion will increase \$24,776, to a total of \$49,174, as a result of higher than anticipated construction costs.

[Funding Source: Fund 352, "LOST III"]

#### **BACKGROUND:**

This project is a result of damages that occurred during the April 2014 rainfall event. The Agreement is to fund the construction and construction inspection services for this project, which includes drainage repairs to the stormwater system located along Gulf Beach Highway (CR 292A) between Ponte Verde Road and Longwood Drive.

The original agreement executed by the FDOT and the County was for a project total of \$135,018.00, of which FDOT agreed to fund \$110,620.00, with \$24,398.00 contributed by the County.

The project total increased to \$273,190.00 when the bids were opened and reviewed by FDOT staff, as all of the estimates were higher than anticipated.

FDOT has agreed to increase their participation in this project cost by \$113,396.00, to a total of \$224,016.00. The County's responsibility has increased by \$24,776.00 to a new total of \$49,174.00.

Construction is anticipated to begin October 2016.

**BUDGETARY IMPACT:**

The Department will reimburse the County up to \$224,016.00 for expenses related to the construction of the project, and the County will be responsible for \$49,174.00, an increase of \$24,776.00. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

The original agreement was for a total of \$135,018.00, of which FDOT agreed to fund up to \$110,620.00; the County was responsible for \$24,398.00.

Funding is available in Fund 352, "LOST III".

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

**PERSONNEL:**

No new personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Board approval of all Agreements.

**IMPLEMENTATION/COORDINATION:**

County staff will coordinate with FDOT staff during construction of the project.

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**Attachments**

LAP Agreement

Nov. 5, 2015 Resolution  
Supplemental Agreement  
2016 Resolution

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*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

May 26, 2016

Mr. Colby Brown, Program Director  
Public Works Department – Transportation & Traffic Division  
3363 West Park Place  
Pensacola, FL 32505

Subject: Notice to Proceed with Construction  
Construction of CR 292A Gulf Beach Hwy Drainage Repair Project  
FPID No. 436251-2-58-01 & 436251-2-68-01

Dear Mr. Brown:

Please find attached two copies of the executed LAP Agreement between the Florida Department of Transportation and Escambia County dated May 26, 2016 for the construction of the above referenced project.

**This letter shall serve as the official Notice to Proceed (NTP) with the Construction Phase of the project.** At this time you may proceed with the advertisement for bids. According to the LAP Agreement, Section 3.06, the County shall advertise the project within thirty (30) days from the date the Department issues the NTP. This project shall be advertised for a minimum of 3 weeks. The advertisement periods begins when the first of two advertisements is published. **Please submit a copy of the advertisement for both the bids and CEI services to me for review prior to the advertisement being published.**

This project shall be carried out in accordance with the LAP Agreement and the applicable sections of the LAP Manual. The latest version of the LAP Manual is located at [http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAP\\_TOC.shtm](http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAP_TOC.shtm).

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us).

Sincerely,

Dustin Castells  
District 3 LAP Administrator

Cc: Wanda Syfrett, FDOT-Chipecy  
D3 Professional Services

James Proffitt, FDOT-Milton  
D3 Program Management



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>436251-2-58-01</u>	Fund: <u>ACER, LF</u>	FLAIR Approp: _____
Federal No: <u>E141-084-E</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>436251-2-68-01</u>	Fund: <u>ACER, LF</u>	FLAIR Approp: _____
Federal No: <u>E141-084-E</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>48 (Escambia)</u>	Contract No: <u>G0831</u>	Vendor No: <u>F596000598174</u>
FDOT Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-507-9673</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 26th day of May, 2016 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. R2015-147 dated the 5th day of November, 2015 a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the replacement CR 292A Gulf Beach Highway Drainage Repair Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before December 31, 2016. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 148,518.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$121,680.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
  - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
  - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency.



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Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts



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of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.



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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**9. Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with



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minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."



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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Miscellaneous Provisions:**

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- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

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agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
  - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
  - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
  - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*



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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Board of County Commissioners  
Escambia County, Florida

By: *Regina Battles*

Name: Regina Battles, P.E.

Interim Director of Transportation Development

*Steven Barry*  
Steven Barry, Chairman

Date Executed

11/10/2015

Approved as to form and legal  
sufficiency.

ATTEST: Pam Childers  
Clerk of the Circuit Court

Legal Review: *[Signature]*

By/Title: *[Signature]*

Date: 10/21/15

By: *[Signature]*

Deputy Clerk



BCC Approved 11-05-2015

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 436251-2-58-01 & 436251-2-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

---

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.26 Miles

**PROJECT DESCRIPTION:** The replacement of drainage system along CR 292A Gulf Beach Highway from Ponte Verde Road to Longdoow Drive. Damage was caused by the Spring 2014 Flood Event.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FOOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System



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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by May 2016
- f) Construction to be completed by December 31, 2016

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 325913	FPN: 436251-2-58-01 & 436251-2-68-01
--	--------------------------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Planning-18</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Planning Cost				
<b>Project Development &amp; Environment (PD&amp;E) - 28</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total PD&E Cost				
<b>Design - 38</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Design Cost				
<b>Right-of-Way - 48</b> FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Right-of-Way Cost				
<b>Construction-58</b> FY: 2016 <u>\$135,018.00</u> FY: 2017 <u>\$0.00</u> FY: 2018 <u>\$0.00</u> FY: 2019 <u>\$0.00</u>	<u>\$135,018.00</u>	<u>\$24,398.00</u>	<u>\$0.00</u>	<u>\$110,620.00</u>
Total Construction Cost	\$135,018.00	\$24,398.00	\$0.00	\$110,620.00
<b>Construction Engineering and Inspection (CEI) - 68</b> FY: 2016 <u>\$13,500.00</u> FY: 2017 <u>\$0.00</u> FY: 2018 <u>\$0.00</u>	<u>\$13,500.00</u>	<u>\$2,440.00</u>	<u>\$0.00</u>	<u>\$11,060.00</u>
Total CEI Cost	\$13,500.00	\$2,440.00	\$0.00	\$11,060.00
FY: _____ FY: _____ FY: _____	_____	_____	_____	_____
Total Project Costs	\$148,518.00	\$26,838.00	\$0.00	\$121,680.00
<b>TOTAL COST OF THE PROJECT</b>	\$148,518.00	\$26,838.00	\$0.00	\$121,680.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT "C"**

**FHWA FORM 1273**  
**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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**Exhibit "E"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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**EXHIBIT "F"**

**AGENCY RESOLUTION**

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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SPECIFICATIONS AND ESTIMATES  
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**EXHIBIT 1**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$121,680.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>

Escambia County  
Clerk's Original

11/5/2015 CAR II-20

RESOLUTION NUMBER R2015-147



CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL

PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

BY: [Signature] D.C.  
DATE: November 12, 2015

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO REPAIR A PORTION OF THE STORMWATER SYSTEM ALONG GULF BEACH HIGHWAY (CR 292-A); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), up to \$148,518 to construct repairs to the stormwater system along a portion of Gulf Beach Highway (CR 292-A), between Ponte Verde and Longwood. (FPID 436251-2-58-01 & 436251-2-68-01) (hereinafter referred to as "the Project"); and

**WHEREAS**, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

**WHEREAS**, the estimated total Project cost is \$148,518 (one hundred forty-eight thousand five hundred eighteen dollars), and is the maximum participation by the Department; and

**WHEREAS**, any expenses in excess of the total cost of the Project will be borne by the County.

**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 recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board hereby supports the proposed replacement storm water repair project on CR 292A Gulf Beach Highway.

**SECTION 3.** That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

**SECTION 4.** That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

**SECTION 5.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 5th day of November 2015.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

[Signature]  
Steven Barry, Chairman

Date Executed

11/10/2015

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 10/21/15



SEAL: Pam Childers  
Clerk of the Circuit Court

[Signature]  
Deputy Clerk  
(SEAL)

Date: 11/12/2015 Verified By: [Signature]

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 436251-2-58-01 & 436251-2-68-01 CONTRACT NO. G0B31
--	---	---

The Florida Department of Transportation \_\_\_\_\_ desires to supplement the original Agreement entered into and executed on May 26, 2016 \_\_\_\_\_ as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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#### PROJECT DESCRIPTION

Name CR 292A Gulf Beach Highway Drainage Repair Project Length 0.26 Miles

Termini From Ponte Verde Road to Longwood Drive

#### Description of Work:

This project is for the replacement of the drainage system along CR 292A Gulf Beach Highway from Ponte Verde Road to Longwood Drive in Escambia County.

#### Reason for Supplement and supporting engineering and/or cost analysis:

The responsive low bidder was higher than the amount in the Department's Work Program. The bids have been reviewed by Department staff and FHWA has agreed to participate by supplementing the agreement with an additional \$113,396 and the remaining \$24,776 will be covered by the County.

**ADJUSTED EXHIBIT B SCHEDULE OF FUNDING**

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SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 436251-2-58-01 & 436251-2-68-01 CONTRACT NO. G0B31
--	---	---

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b> FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Planning Cost	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b> FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total PD&E Cost	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00
<b>Design</b> FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Design Cost	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00
<b>Right-of-Way</b> FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ _____ \$0.00
<b>Construction</b> FY: 2016 FY: 2017 FY: 2018 FY: 2019 FY: 2020 FY: 2021 Total Construction Cost	\$135,018.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$135,018.00	\$0.00 \$138,172.00 \$0.00 \$0.00 \$0.00 \$0.00 \$138,172.00	\$135,018.00 \$138,172.00 \$0.00 \$0.00 \$0.00 \$0.00 \$273,190.00	\$24,398.00 \$24,776.00 \$0.00 \$0.00 \$0.00 \$0.00 \$49,174.00	\$110,620.00 \$113,396.00 \$0.00 \$0.00 \$0.00 \$0.00 \$224,016.00
<b>Construction Engineering and Inspection (CEI)</b> FY: 2016 FY: 2017 FY: 2018 FY: 2019 FY: 2020 FY: 2021 Total CEI Cost	\$13,500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$13,500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$13,500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$13,500.00	\$2,440.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$2,440.00	\$11,060.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$11,060.00
Total Construction & CEI Costs	\$148,518.00	\$138,172.00	\$286,690.00	\$51,614.00	\$235,076.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$148,518.00</b>	<b>\$138,172.00</b>	<b>\$286,690.00</b>	<b>\$51,614.00</b>	<b>\$235,076.00</b>

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 436251-2-58-01 & 436251-2-68-01 CONTRACT NO. G0B31
--	---	---

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

Legal Review:

  
\_\_\_\_\_  
Kristen Hay, ACA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Jared Perdue, P.E.  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

See attached Encumbrance Form for date of funding approval by Comptroller.



**RESOLUTION NUMBER R2016-\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) SUPPLEMENTAL AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO REPAIR A PORTION OF THE STORMWATER SYSTEM ALONG GULF BEACH HIGHWAY (CR 292-A); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 10, 2015, Escambia County, Florida (hereinafter referred to as "County") entered into a Local Agency Program Agreement (LAP) with the State of Florida Department of Transportation (hereinafter referred to as "Department") wherein the Department agreed to fund total construction costs up to \$135,018.00 to construct repairs to the stormwater system along a portion of Gulf Beach Highway (CR 292-A) from Ponte Verde Road to Longwood Drive (FPID 436251-2-58-01 & 436251-2-68-01), hereinafter referred to as "the Project"; and

**WHEREAS**, the County met the eligibility requirements of the Department; and

**WHEREAS**, due to higher than anticipated bid results, the Department has agreed to contribute additional funding in the amount of \$113,396.00 (one hundred thirteen thousand three hundred and ninety-six dollars); and

**WHEREAS**, the County has agreed to contribute additional funding in the amount of \$24,776.00 (twenty-four thousand seven hundred and seventy-six dollars); and

**WHEREAS**, the revised total Project construction cost, including said additional funding of both parties, shall now equal \$273,190.00 (two hundred seventy-three thousand one hundred and ninety dollars); and

**WHEREAS**, any expenses in excess of the revised total Project costs will be borne by the County.

**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 recitals to be true and correct and incorporated herein by reference.

**SECTION 2.** That the Board hereby supports the proposed storm water repair project on Gulf Beach Highway (CR 292-A).

**SECTION 3.** That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting the Project.

**SECTION 4.** That the Board hereby authorizes the Chairman to sign the Local Agency Program Supplemental Agreement between the Department and the County.



**SECTION 5.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: K. H. H. H. H. H.  
Date: 8/18/16



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10716**

**County Administrator's Report 10. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Acceptance of Seven Public Road and Right-of-Way Easements and Two Drainage Easements for the Valkyry Way Roadway and Drainage Improvement Project

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acceptance of Seven Public Road and Right-of-Way Easements and Two Drainage Easements for the Valkyry Way Roadway and Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of seven public road and right-of-way easements and two drainage easements for the Valkyry Way Roadway and Drainage Improvement Project, which is a Municipal Services Benefit Unit (MSBU) funded project:

A. Accept the donation of seven public road and right-of-way easements and two drainage easements for the Valkyry Way Roadway and Drainage Improvement Project;

<b><u>Property Owner</u></b>	<b><u>Parcel Reference Number</u></b>	<b><u>Approx. Area</u></b>
Appaloosa Homeowners' Association, Inc. (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-020	1.80 Acres
Michael Crenshaw, Sr. and Jacqueline Crenshaw (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-008	0.12 Acres
John W. Drew Life Estate (Public Road and Right-of-Way Easement)	38-1N-31-1400-001-006	0.03 Acres
Leslie R. Heaton and Margaret J. Heaton (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-009	0.10 Acres
Phil Lance and Susan H. Infinger (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-013	0.05 Acres

Robert R. McLaughlin and Theresa A. McLaughlin (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-019	0.07 Acres
Dominador Tamera, Jr., and Antonina Daniels (Public Road and Right-of-Way Easement)	38-1N-31-1400-000-015	0.05 Acres
Dominador Tamera, Jr., and Antonina Daniels (Drainage Easement)	38-1N-31-1400-000-015	0.25 Acres
Charles W. Watson, Jr., and Joyce L. Watson (Drainage Easement)	38-1N-31-1400-001-007	0.25 Acres

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

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

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

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

### **BACKGROUND:**

Meeting in regular session on April 7, 2016, the Board adopted Ordinance Number 2016-18, creating the Valkyry Way Roadway and Drainage Improvements Municipal Service Benefit Unit, in order to bring the roads and drainage to County standards.

These seven Public Road and Right-of-Way Easements (totaling approximately 2.22 acres) and two 15-foot wide Drainage Easements (approximately 0.25 acres each) are required to facilitate this roadway and drainage improvement project.

The Real Estate Division was able to set up a meeting with all property owners affected and received positive responses from all regarding this project.

### **BUDGETARY IMPACT:**

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

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

The easements have been approved as to form and legal sufficiency by the County Attorney's office.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

---

**Attachments**

April 7, 2016 BCC Action

HOA Easement

Crenshaw Easement

Drew Easement

Heaton Easement

Infinger Easement

McLaughlin Easement

Tamoria ROW Easement

Tamoria Drainage Easement

Watson Easement

Aerial Map

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## RESUME OF THE REGULAR BCC MEETING – Continued

### REGULAR BCC AGENDA – Continued

11. Recommendation: That the Board, at the 5:32 p.m. Hearing, uphold the Contractor Competency Board's decision of February 3, 2016, whereby it found Respondent, James Freeman d/b/a Freeman Roofing Co., in violation of the Florida Building Code and Escambia County Code of Ordinances, Section 18-37(d)(9)(h) and Section 18-37(c)(11), and assessed fines and costs against Mr. Freeman.

**Approved 4-0, with Commissioner Underhill absent, to find in favor of the appeal, and remand the case back to the Contractor Competency Board for another Hearing**

Speaker(s):

James Freeman  
Meredith Crawford  
Mike Batchelor  
Donald Mayo

12. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Valkyry Way Roadway and Drainage Improvements Municipal Service Benefit Unit, and all related documents, and make the following findings of fact:
  - A. Lots in the District are specially benefited since roadway and drainage improvements increase the market value of an individual Lot, provide individual Lot owners with an appropriate and adequate transportation route in the area, and increase the ability of Lot owners to develop their land;
  - B. 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
  - C. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for roadway and drainage improvements.

**Approved 4-0, with Commissioner Underhill absent**

Speaker(s) – None.

This document was prepared by:  
Stephen G. West  
Senior Assistant County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT**

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 15 day of August 2016 by and between Appaloosa Homeowners' Association, Inc., an administratively dissolved Florida not-for-profit corporation, whose address is 2840 Valkyry Way, Cantonment, Florida 32533 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

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

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida, more particularly described in the deeds recorded in Official Record Book 3221 at page 235 and Official Record Book 3412 at page 79 of the public records of Escambia County, Florida (the Property); and

WHEREAS, Grantor has agreed to dedicate and convey to Grantee a public road and right-of-way easement over and across a portion of the Property;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates and conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across that portion of the Property more particularly described in the attached Exhibit A, and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants with Grantee that at the time of delivery of this instrument, Grantor is well seized of the Property; Grantor has good right and title to convey; the Property is free from all encumbrances to Grantee; Grantor shall have peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of persons whomsoever. Grantor further warrants that the attached Exhibit B contains the signatures of at least two-thirds (2/3) of the members as contemplated in Article II, Section 1 of the Declaration of Covenants, Conditions, and Restrictions recorded in Official Record Book 3198 at page 617 of the public records of Escambia County, Florida. Grantor agrees to indemnify and hold grantee harmless from and against any demand, claim, suit, loss, or expense that may be asserted as a result of any damage to property related to Grantee's use of the Property for the purposes contemplated in this instrument.



IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered  
in the presence of:

GRANTOR:  
Appaloosa Homeowners' Association, Inc.

Witness

Print Name

Witness

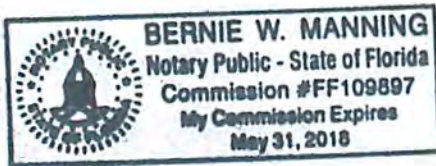
Print Name

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 15 day of August, 2016,  
by Robert McLaughlin, as President of the Appaloosa Homeowners' Association, Inc., an administratively  
dissolved Florida not-for-profit corporation, on behalf of the corporation. He (☒) is personally known to me,  
or (☐) has produced current \_\_\_\_\_ as identification.

(Notary Seal)



Signature of Notary Public

Printed Name of Notary Public

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2016, as authorized by the Board of County Commissioners of Escambia  
County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Deputy Clerk

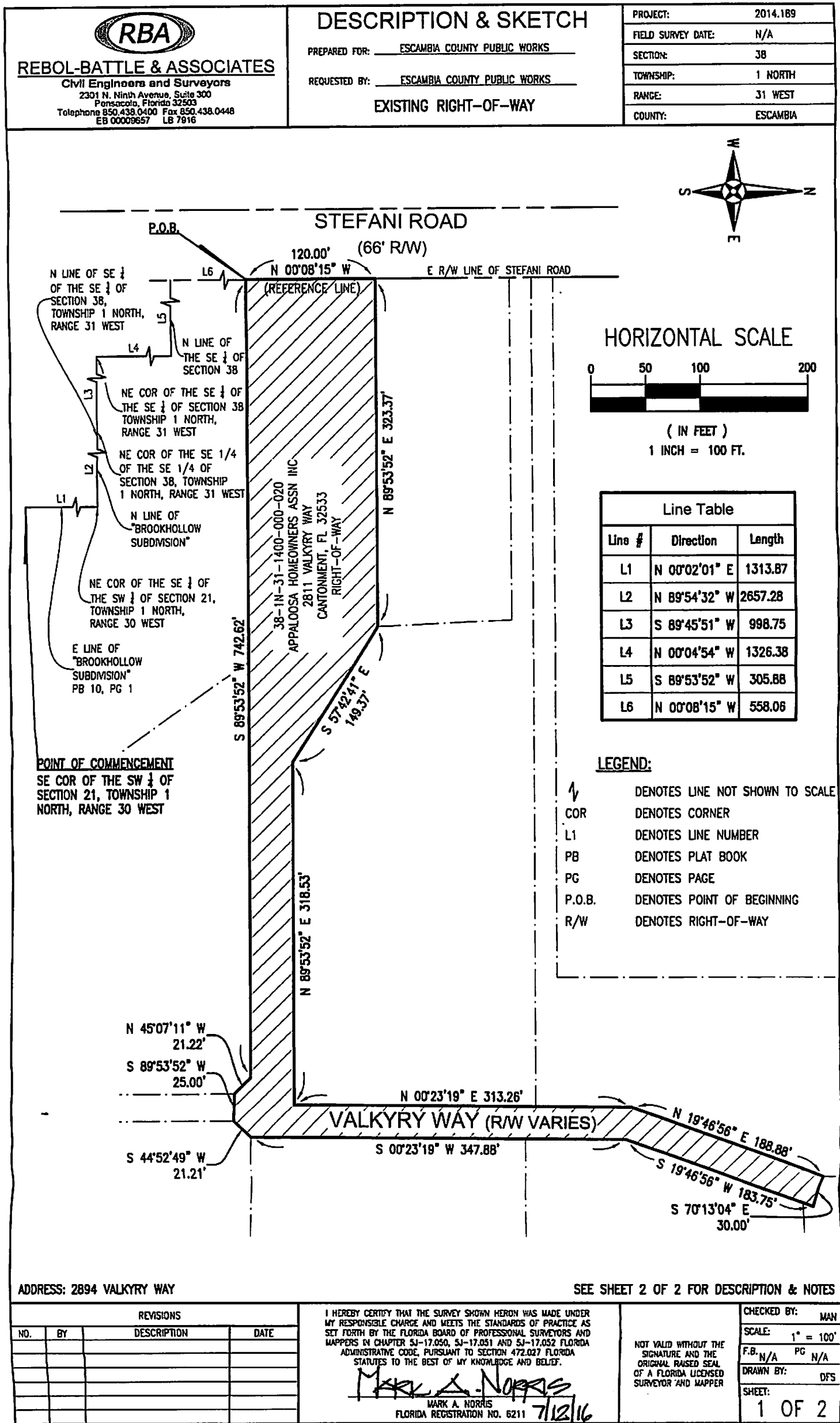
This document approved as to form  
and legal sufficiency.

By

Title

Date

[Signature]  
Asst. County Attorney  
Aug. 15, 2016





REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7818

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

EXISTING RIGHT-OF-WAY

PROJECT:	2014.189
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (O.R. 3221, PG 235)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10 AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE GO NORTH 89 DEGREES 54 MINUTES 32 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND SOUTHEAST 1/4 FOR A DISTANCE OF 2657.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 89 DEGREES 45 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 998.75 FEET; THENCE GO NORTH 00 DEGREES 04 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 1326.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38; THENCE GO SOUTH 89 DEGREES 53 MINUTES 52 SECONDS WEST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 305.88 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEFANI ROAD (66' R/W); THENCE GO NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 558.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 08 MINUTES 15 SECONDS WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 120.00 FEET; THENCE GO NORTH 89 DEGREES 53 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 323.37 FEET; THENCE GO SOUTH 57 DEGREES 42 MINUTES 41 SECONDS EAST A DISTANCE OF 149.37 FEET; THENCE GO NORTH 89 DEGREES 53 MINUTES 52 SECONDS EAST A DISTANCE OF 318.53 FEET; THENCE GO NORTH 00 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 313.26 FEET; THENCE GO NORTH 19 DEGREES 46 MINUTES 56 SECONDS EAST A DISTANCE OF 188.88 FEET; THENCE GO SOUTH 70 DEGREES 13 MINUTES 04 SECONDS EAST A DISTANCE OF 30.00 FEET; THENCE GO SOUTH 19 DEGREES 46 MINUTES 56 SECONDS WEST A DISTANCE OF 183.75 FEET; THENCE GO SOUTH 00 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 347.88 FEET; THENCE GO SOUTH 44 DEGREES 52 MINUTES 49 SECONDS WEST A DISTANCE OF 21.21 FEET; THENCE GO SOUTH 89 DEGREES 53 MINUTES 52 SECONDS WEST A DISTANCE OF 25.00 FEET; THENCE GO NORTH 45 DEGREES 07 MINUTES 11 SECONDS WEST A DISTANCE OF 21.22 FEET; THENCE GO SOUTH 89 DEGREES 53 MINUTES 52 SECONDS WEST A DISTANCE OF 742.62 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ACCESS EASEMENT IS SITUATED IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 1.80 ACRES.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE DEED BEARING OF N 00°08'15" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STEFANI ROAD AS RECORDED IN O.R. 3221, PG 235 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND DEEDS OF RECORD.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 100'
F.B. N/A	PG N/A
DRAWN BY:	DFS
SHEET:	2 OF 2

Exhibit B

CONSENT OF MEMBERS

The undersigned members of the Appaloosa Homeowners' Association, Inc., an administratively dissolved Florida not-for-profit corporation, consent to the conveyance of the attached Public Road and Right-of-Way Easement to Escambia County as required by Article II, Section 1 of the Declaration of Covenants Conditions and Restrictions recorded in Official Record Book 3198 at page 617 of the public records of Escambia County, Florida:

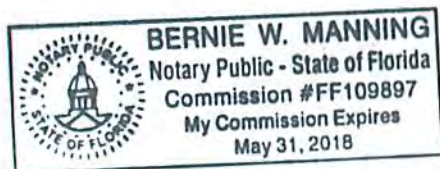
  
Signature

ROBERT R MCLAUGHLIN  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of August, 2016, by Robert R McLaughlin.  
He/She (☒) is personally known to me, or (☐) has produced current as identification.



(Notary Seal)

  
Signature of Notary Public

Bernie W Manning  
Printed Name of Notary Public



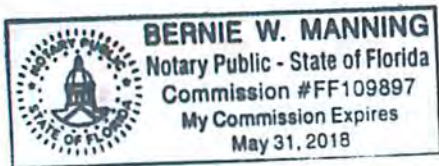
[Signature]  
Signature

Dominador Tamora Jr  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by Dominador Tamora Jr.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

[Signature]  
Signature of Notary Public

Bernie W Manning  
Printed Name of Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_.  
He/She (☐) is personally known to me, or (☐) has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

Michael Crenshaw  
Signature

Michael Crenshaw  
Print Name

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 06 day of AUGUST, 2016, by MICHAEL CRENSHAW.  
He/She (☐) is personally known to me, or (☒) has produced current FL DRIVERS LICENSE as identification.

[Signature]  
Signature of Notary Public

ANDREA C. CORREA  
Printed Name of Notary Public



Andrea C. Correa  
State of Florida  
(Notary Seal) My Commission Expires 10/29/2018  
Commission No. FF 172702

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_.  
He/She (☐) is personally known to me, or (☐) has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

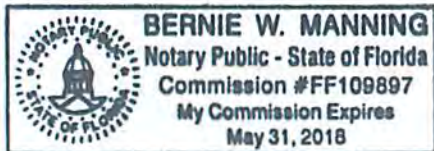


Jacqueline Crenshaw  
Signature  
Jacqueline Crenshaw  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by Jacqueline Crenshaw.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

Bernie W Manning  
Signature of Notary Public

Bernie W Manning  
Printed Name of Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_.  
He/She (☐) is personally known to me, or (☐) has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

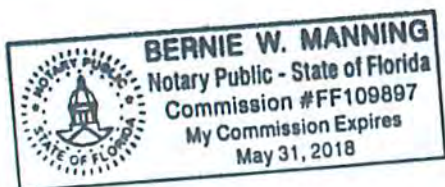
(Notary Seal)

Theresa McLaughlin  
Signature  
Theresa Mchaughlin  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by Theresa McLaughlin.  
He/She (☒) is personally known to me, or (☐) has produced current as identification.



(Notary Seal)

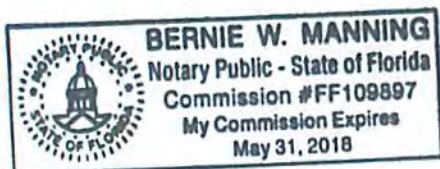
Bernie W Manning  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

Pamela Beasley McAfee  
Signature  
Pamela Beasley McAfee  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by Pamela Beasley McAfee.  
He/She (☐) is personally known to me, or (☒) has produced current as identification.  
Florida Drivers License



(Notary Seal)

Bernie W Manning  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public



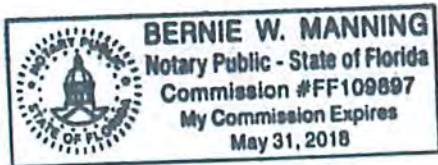
John W. Drew  
Signature

John W. Drew  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by John W. Drew.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

Bernie W. Manning  
Signature of Notary Public

Bernie W. Manning  
Printed Name of Notary Public

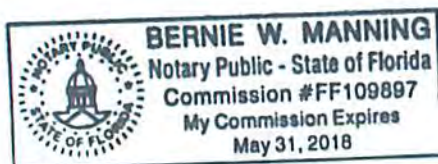
Michael L. McAfee  
Signature

Michael L. McAfee  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by Michael L. McAfee.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

Bernie W. Manning  
Signature of Notary Public

Bernie W. Manning  
Printed Name of Notary Public

Leslie R Heaton

Signature

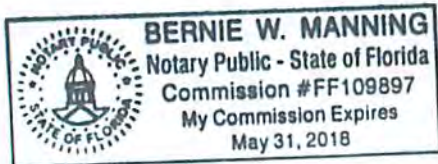
LESLIE R HEATON

Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by Leslie R Heaton.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

Bernie W Manning

Signature of Notary Public

Bernie W Manning

Printed Name of Notary Public

Margaret J. Heaton

Signature

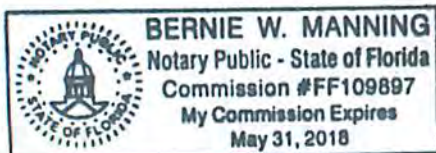
MARGARET J. HEATON

Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by Margaret J. Heaton.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

Bernie W Manning

Signature of Notary Public

Bernie W Manning

Printed Name of Notary Public



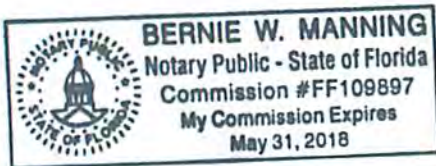
Charles W. Watson Jr  
Signature

CHARLES W. WATSON JR.  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of August, 2016, by Charles W. Watson, Jr..  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

B. W. Manning  
Signature of Notary Public

Bernie W. Manning  
Printed Name of Notary Public

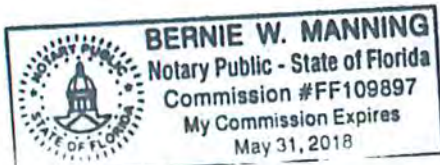
Joyce Watson  
Signature

Joyce WATSON  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of August, 2016, by Joyce Watson.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

Bernie W. Manning  
Signature of Notary Public

Bernie W. Manning  
Printed Name of Notary Public

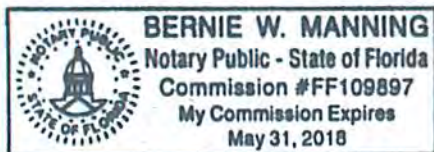
Phil Infinger  
Signature

Phil Infinger  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of August, 2016, by Phil Infinger.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

Bernie W Manning  
Signature of Notary Public

Bernie W Manning  
Printed Name of Notary Public

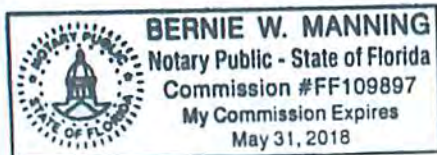
Susan H. Infinger  
Signature

Susan H. Infinger  
Print Name

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of August, 2016, by Susan H. Infinger.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.



(Notary Seal)

Bernie W Manning  
Signature of Notary Public

Bernie W Manning  
Printed Name of Notary Public



Antonina M Daniels  
Signature

Antonina M Daniels  
Print Name

STATE OF Florida

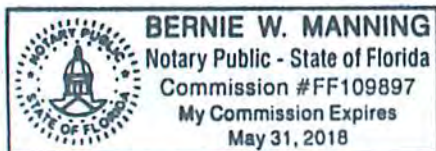
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by Antonina M Daniels.  
He/She (☐) is personally known to me, or (☒) has produced current Florida Driver License as identification.

Bernie W Manning  
Signature of Notary Public

Bernie W Manning  
Printed Name of Notary Public

(Notary Seal)



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_.  
He/She (☐) is personally known to me, or (☐) has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

This document was prepared by:  
Kara Johnson  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT**

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 11 day of August 2016, by and between Michael Crenshaw, Sr. and Jacqueline Crenshaw, husband and wife, whose address is 2830 Valkyry Way, Cantonment, Florida 32533, (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

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

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.



Signed, sealed and delivered  
in the presence of:

Grantor:

Michael Crenshaw, Sr.

Witness GABRIEL BRACEPO  
Print Name Gabriel Bracepo

Witness JOSE VAZQUEZ  
Print Name Jose Vazquez

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 02 day of  
AUGUST, 2016, by Michael Crenshaw, Sr. He ( ) is personally known to me, or  
(X) has produced current DRIVERS LICENSE as identification.



Andrea C. Correa  
State of Florida  
My Commission Expires 10/29/2018  
Commission No. FF 172702

Andrea C. Correa  
Signature of Notary Public

ANDREA C. CORREA  
Printed Name of Notary Public

Grantor:

Jacqueline Crenshaw

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by Jacqueline Crenshaw. She ( ) is personally known to me, or  
( ) has produced current \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Signed, sealed and delivered  
in the presence of:

Grantor:

Michael Crenshaw, Sr.

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Michael Crenshaw, Sr. He ( ) is personally known to me, or ( ) has produced current \_\_\_\_\_ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

Grantor:

Jacqueline Crenshaw  
Jacqueline Crenshaw

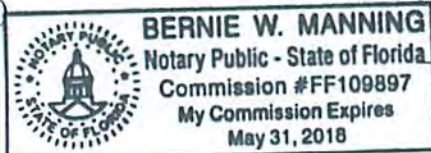
Witness Bernie W. Manning  
Print Name Bernie W. Manning

Witness Robert R. McLanahan  
Print Name ROBERT R. McLANAHAN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11 day of August, 2016, by Jacqueline Crenshaw. She ( ) is personally known to me, or ( ) has produced current Florida Drivers License as identification.

(Notary Seal)



Signature of Notary Public

Printed Name of Notary Public

## ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

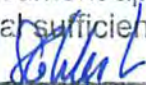
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By   
Title Art - County Attorney  
Date Aug. 15, 2016





REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

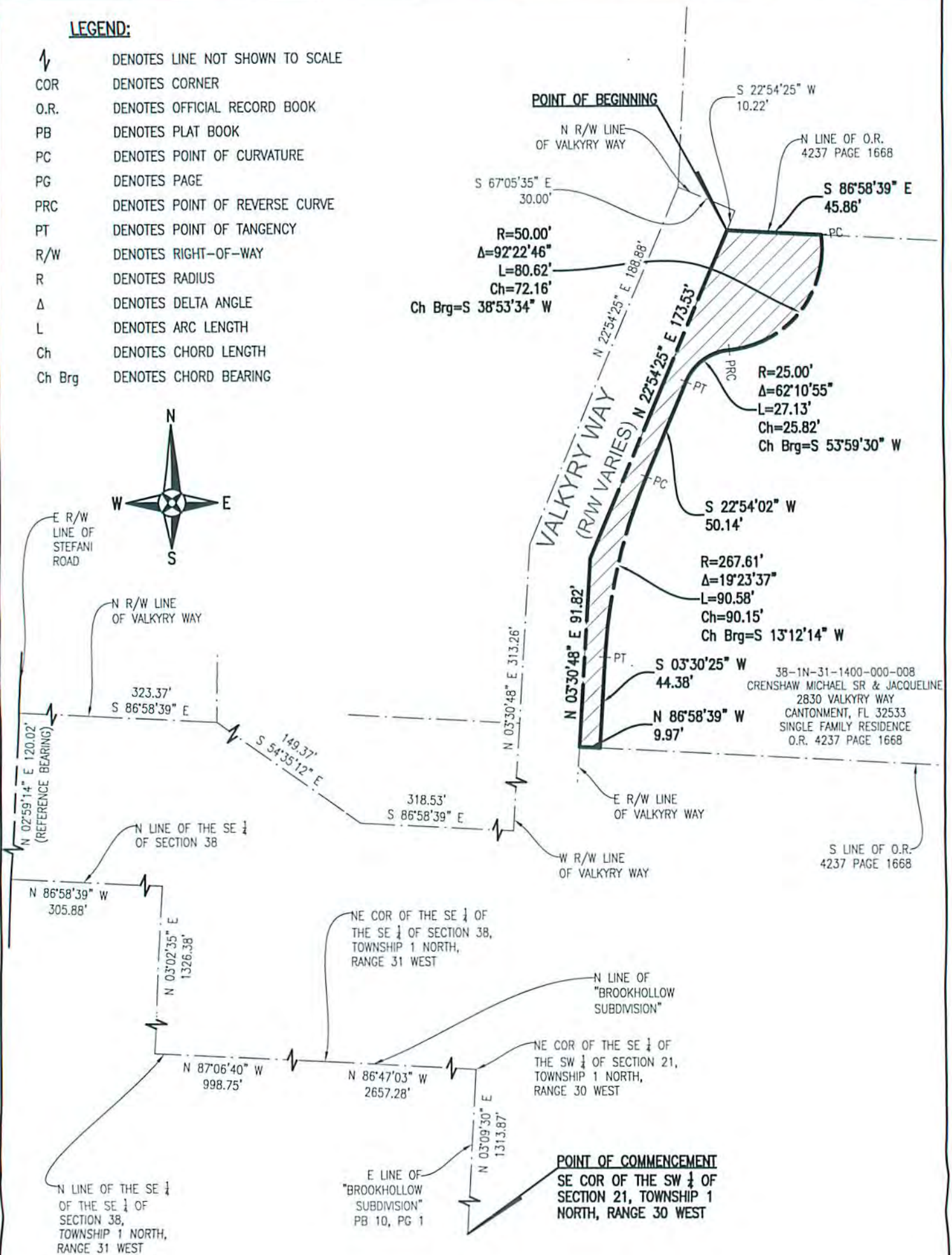
REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

RIGHT-OF-WAY ACQUISITION

PROJECT:	2014.189
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

LEGEND:

↗	DENOTES LINE NOT SHOWN TO SCALE
COR	DENOTES CORNER
O.R.	DENOTES OFFICIAL RECORD BOOK
PB	DENOTES PLAT BOOK
PC	DENOTES POINT OF CURVATURE
PG	DENOTES PAGE
PRC	DENOTES POINT OF REVERSE CURVE
PT	DENOTES POINT OF TANGENCY
R/W	DENOTES RIGHT-OF-WAY
R	DENOTES RADIUS
Δ	DENOTES DELTA ANGLE
L	DENOTES ARC LENGTH
Ch	DENOTES CHORD LENGTH
Ch Brg	DENOTES CHORD BEARING



ADDRESS: 2830 VALKYRY WAY

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Mark A. Norris*  
MARK A. NORRIS  
FLORIDA REGISTRATION NO. 6211 6/2/16

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 60'
F.B.	PG
DRAWN BY:	DFS
SHEET:	1 OF 2





REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

RIGHT-OF-WAY ACQUISITION

PROJECT: 2014.189

FIELD SURVEY DATE: N/A

SECTION: 38

TOWNSHIP: 1 NORTH

RANGE: 31 WEST

COUNTY: ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

2830 VALKYRY WAY RIGHT-OF-WAY ACQUISITION

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°09'30" EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10, AT PAGE 1, OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE DEPARTING SAID EAST LINE OF BROOKHOLLOW SUBDIVISION PROCEED NORTH 86°47'03" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS WESTERLY EXTENSION ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 2657.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 87°06'40" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 998.75 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 03°02'35" EAST FOR A DISTANCE OF 1326.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 305.88 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF STEFANI ROAD (66' R/W); THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°59'14" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 678.08 FEET TO A POINT ON THE NORTHERLY R/W OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY R/W PROCEED SOUTH 86°58'39" EAST ALONG SAID NORTHERLY R/W LINE FOR A DISTANCE OF 323.37 FEET; THENCE CONTINUE ALONG NORTHERLY R/W PROCEED SOUTH 54°35'12" EAST FOR A DISTANCE OF 149.37; THENCE PROCEED SOUTH 86°58'39" EAST ALONG SAID NORTHERLY R/W LINE FOR DISTANCE OF 318.53 FEET TO A POINT ON THE WESTERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID NORTHERLY R/W LINE PROCEED NORTH 03°30'48" EAST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 313.26 FEET; THENCE CONTINUE ALONG SAID WESTERLY R/W LINE PROCEED NORTH 22°54'25" EAST FOR A DISTANCE OF 188.88 FEET TO THE NORTHERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID WESTERLY R/W LINE PROCEED SOUTH 67°05'35" EAST ALONG SAID NORTHERLY R/W LINE FOR A DISTANCE OF 30.00 FEET TO THE EASTERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID NORTHERLY R/W LINE PROCEED SOUTH 22°54'25" WEST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 10.22 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING ON THE NORTHERLY LINE OF O.R. 4237 PAGE 1668; THENCE DEPARTING SAID EASTERLY R/W LINE PROCEED SOUTH 86°58'39" EAST ALONG THE NORTHERLY LINE OF O.R. 4237 PAGE 1668 FOR A DISTANCE OF 45.86 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE PROCEED SOUTHWESTERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 80.62 FEET (DELTA ANGLE = 92°22'46", CHORD DISTANCE = 72.16 FEET, CHORD BEARING SOUTH 38°53'34" WEST) TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 27.13 FEET (DELTA ANGLE = 62°10'55", CHORD DISTANCE = 25.82 FEET, CHORD BEARING SOUTH 53°59'30" WEST) TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 22°54'02" WEST FOR A DISTANCE OF 50.14 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 267.61 FEET; THENCE PROCEED SOUTHERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 90.58 FEET (DELTA ANGLE = 19°23'37", CHORD DISTANCE = 90.15 FEET, CHORD BEARING SOUTH 13°12'14" WEST) TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 03°30'25" WEST FOR A DISTANCE OF 44.38 FEET TO THE SOUTHERLY LINE OF O.R. 4237 PAGE 1668; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 9.97 FEET TO THE AFORESAID EASTERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID SOUTHERLY LINE PROCEED NORTH 03°30'48" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 91.82 FEET; THENCE CONTINUE ALONG SAID EASTERLY R/W LINE PROCEED NORTH 22°54'25" EAST FOR A DISTANCE OF 173.53 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.12 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 60'
F.B.	PG
DRAWN BY:	DFS
SHEET:	2 OF 2

This document was prepared by:  
Kara Johnson  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT**

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 5 day of August 2016, by and between John W. Drew, a widowed and unremarried man, individually and as Trustee under the Joint Revocable Trust Agreement of John W. Drew and Elise T. Drew, dated December 12, 2001, whose address is 2894 Valkyry Way, Cantonment, Florida 32533, (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

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

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.



Signed, sealed and delivered  
in the presence of:

Grantor:

John W. Drew  
John W. Drew, individually and as Trustee  
under the Joint Revocable Trust Agreement  
of John W. Drew and Elise T. Drew, dated  
December 12, 2001

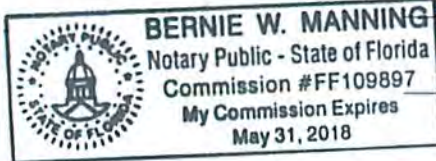
Witness Leslie R. Heaton  
Print Name LESLIE R. HEATON

Witness Bernie W. Manning  
Print Name Bernie W. Manning

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of  
August, 2016, by John W. Drew, individually and as Trustee under the Joint  
Revocable Trust Agreement of John W. Drew and Elise T. Drew, dated December 12, 2001. He  
( ) is personally known to me, or (x) has produced  
current Florida Driver License as identification.

(Notary Seal)



Bernie W. Manning  
Signature of Notary Public  
Bernie W. Manning  
Printed Name of Notary Public

### ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County  
Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Aug. 15, 2016





REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBA COUNTY PUBLIC WORKS

RIGHT-OF-WAY ACQUISITION

PROJECT:	2014.189
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

E R/W LINE OF STEFANI ROAD

(REFERENCE BEARING)  
N 02°59'14" E 558.06'



N LINE OF SE 1/4  
OF THE SE 1/4 OF  
SECTION 38,  
TOWNSHIP 1 NORTH,  
RANGE 31 WEST

305.88'  
N 86°58'39" W

N LINE OF THE SE 1/4  
OF SECTION 38

N 03°02'35" E  
1326.38'

NE COR OF THE SE 1/4 OF  
THE SE 1/4 OF SECTION 38  
TOWNSHIP 1 NORTH,  
RANGE 31 WEST

E LINE OF  
"BROOKHOLLOW  
SUBDIVISION"  
PB 10, PG 1

998.75'  
N 87°06'40" W

2657.28'  
N 86°47'03" W

N 03°09'30" E  
1313.87'

N LINE OF  
"BROOKHOLLOW  
SUBDIVISION"

NE COR OF THE SE 1/4 OF  
THE SW 1/4 OF SECTION 21,  
TOWNSHIP 1 NORTH,  
RANGE 30 WEST

POINT OF COMMENCEMENT  
SE COR OF THE SW 1/4 OF  
SECTION 21, TOWNSHIP 1  
NORTH, RANGE 30 WEST

R=775.00'  
Δ=6°28'49"  
L=87.65'  
Ch=87.61'  
Ch Brg=N 83°44'37" W

POINT OF BEGINNING

38-1N-31-1400-001-006  
DREW JOHN W & ELSIE TAYLOR  
LIFE EST & DREW JOHN W &  
ELsie T TRUSTEES OF DREW  
JOHN W & ELSIE T TRUST  
2894 VALKYRY WAY  
CANTONMENT, FL 32533  
SINGLE FAMILY RESIDENCE  
O.R. 4838 PAGE 1988

PC

38-1N-31-1400-000-020  
APPALOOSA HOMEOWNERS ASSN INC  
2811 VALKYRY WAY  
CANTONMENT, FL 32533  
RIGHT-OF-WAY

N 86°59'02" W 188.81'

S 86°58'39" E 290.64'

VALKYRY WAY  
(RW VARIES)

38-1N-31-1400-000-009  
HEATON LESLIE R & MARGARET J  
2851 VALKYRY WAY  
CANTONMENT, FL 32533  
SINGLE FAMILY RESIDENCE

LEGEND:

- ⚡ DENOTES LINE NOT SHOWN TO SCALE
- COR DENOTES CORNER
- O.R. DENOTES OFFICIAL RECORD BOOK
- PB DENOTES PLAT BOOK
- PC DENOTES POINT OF CURVATURE
- PG DENOTES PAGE
- POB DENOTES POINT OF BEGINNING
- PT DENOTES POINT OF TANGENCY
- R/W DENOTES RIGHT-OF-WAY
- R DENOTES RADIUS
- Δ DENOTES DELTA ANGLE
- L DENOTES ARC LENGTH
- Ch DENOTES CHORD LENGTH
- Ch Brg DENOTES CHORD BEARING

R=80.00'  
Δ=12°32'34"  
L=17.51'  
Ch=17.48'  
Ch Brg=S 86°44'41" W

PT

PC

S R/W LINE OF VALKYRY WAY

S 41°59'42" E  
4.26'

PROPOSED 30' WIDE  
DRAINAGE EASEMENT

ADDRESS: 2894 VALKYRY WAY

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Mark A. Norris*  
MARK A. NORRIS  
FLORIDA REGISTRATION NO. 6211 6/9/16

NOT VALID WITHOUT THE  
SIGNATURE AND THE  
ORIGINAL RAISED SEAL  
OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 50'
F.B.	PG
DRAWN BY:	DFS
SHEET:	1 OF 2



# REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009857 LB 7916

## DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

### RIGHT-OF-WAY ACQUISITION

PROJECT:	2014.189
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

**DESCRIPTION:** (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

#### 2894 VALKYRY WAY RIGHT-OF-WAY ACQUISITION

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°09'30" EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10, AT PAGE 1, OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE DEPARTING SAID EAST LINE OF BROOKHOLLOW SUBDIVISION PROCEED NORTH 86°47'03" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS WESTERLY EXTENSION ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 2657.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 87°06'40" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 998.75 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 03°02'35" EAST FOR A DISTANCE OF 1326.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 305.88 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF STEFANI ROAD (66' R/W); THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°59'14" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 558.06 FEET TO A POINT ON THE SOUTHERLY R/W OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY R/W PROCEED SOUTH 86°58'39" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 355.52 FEET TO A POINT ON THE NORTHERLY LINE OF O.R. 4838 PAGE 1988; THENCE CONTINUE ALONG SAID NORTHERLY LINE PROCEED SOUTH 86°58'39" EAST FOR A DISTANCE OF 96.46 TO THE POINT OF BEGINNING; THENCE CONTINUE THE LAST COURSE PROCEED SOUTH 86°58'39" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 290.64 FEET; THENCE PROCEED SOUTH 41°59'42" EAST FOR A DISTANCE OF 4.26 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.00 FEET; THENCE DEPARTING SAID SOUTHERLY R/W LINE PROCEED WESTERLY ALONG CURVED LINE FOR AN ARC DISTANCE OF 17.51 FEET (DELTA ANGLE = 12°32'34", CHORD DISTANCE = 17.48 FEET, CHORD BEARING SOUTH 86°44'41" WEST) TO A POINT OF TANGENCY; THENCE PROCEED NORTH 86°59'02" WEST FOR A DISTANCE OF 188.81 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 775.00 FEET; THENCE PROCEED WESTERLY ALONG CURVED LINE FOR AN ARC DISTANCE OF 87.65 FEET (DELTA ANGLE = 06°28'49", CHORD DISTANCE = 87.61 FEET, CHORD BEARING NORTH 83°44'37" WEST) TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.03 ACRES MORE OR LESS.

#### GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 50'
F.B.	PG
DRAWN BY:	DFS
SHEET:	2 OF 2



This document was prepared by:  
Kara Johnson  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT**

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 22 day of July 2016, by and between Leslie R. Heaton and Margaret J. Heaton, husband and wife, whose address is 2851 Valkyry Way, Cantonment, Florida 32533, (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

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

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.



Signed, sealed and delivered  
in the presence of:

Grantor:

Leslie R. Heaton  
Leslie R. Heaton

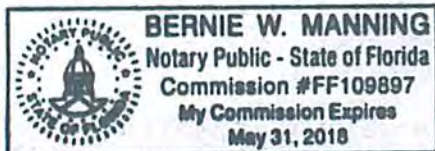
Witness Bernie W. Manning  
Print Name Bernie W. Manning

Witness Stacey S. Ward  
Print Name Stacey S. Ward

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of  
July, 20 16, by Leslie R. Heaton. He (☒) is personally known to me, or (☐) has  
produced current Florida Driver License as identification.

(Notary Seal)



Bernie W. Manning  
Signature of Notary Public  
Bernie W. Manning  
Printed Name of Notary Public

Grantor:

Margaret J. Heaton  
Margaret J. Heaton

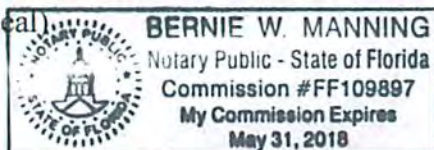
Witness Bernie W. Manning  
Print Name Bernie W. Manning

Witness Stacey S. Ward  
Print Name Stacey S. Ward

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of  
July, 20 16, by Margaret J. Heaton. She (☐) is personally known to me, or (☒)  
has produced current Florida Driver License as identification.

(Notary Seal)



Bernie W. Manning  
Signature of Notary Public  
Bernie W. Manning  
Printed Name of Notary Public

## ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Aug 3, 2016





# REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7916

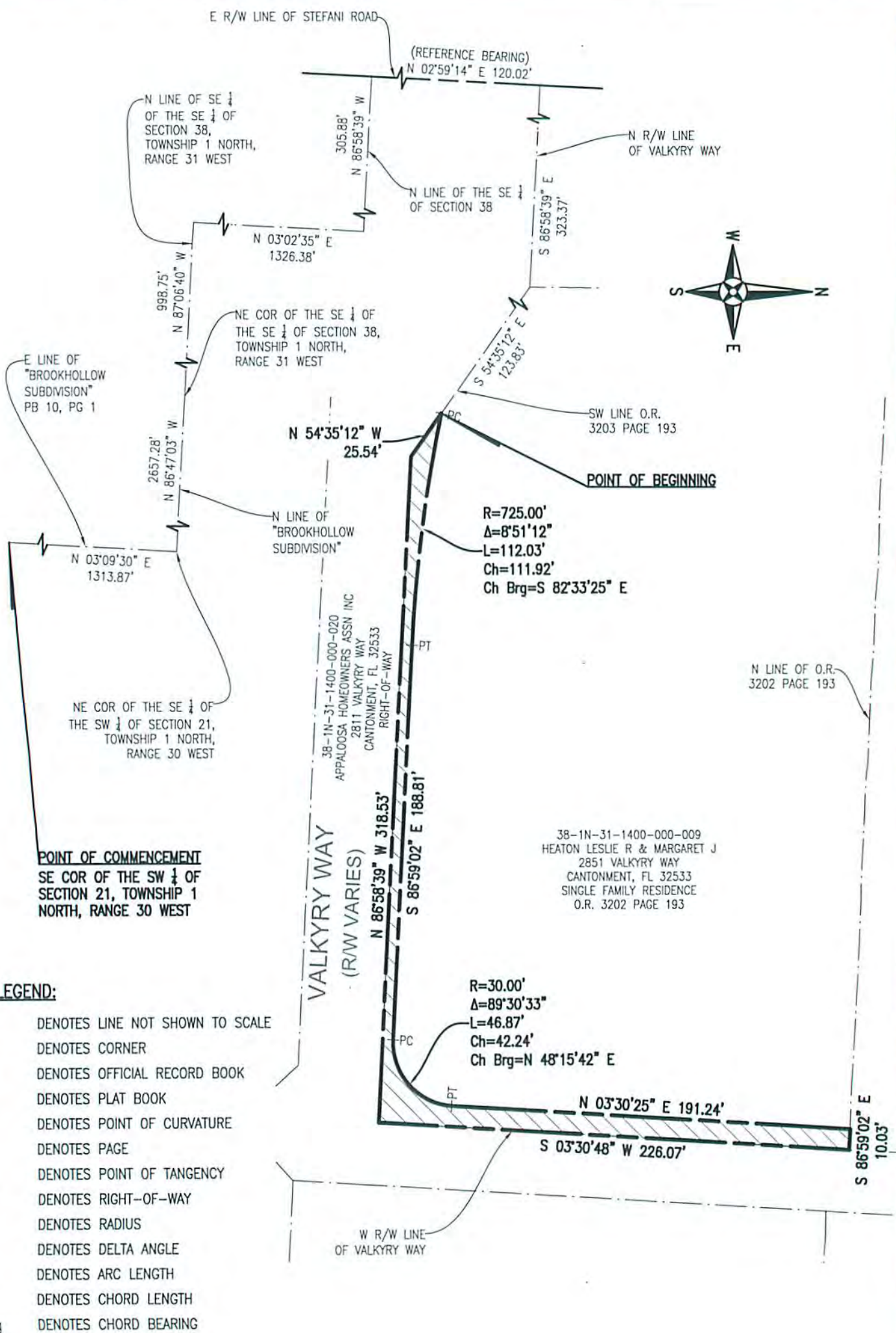
## DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

### RIGHT-OF-WAY ACQUISITION

PROJECT:	2014.189
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA



I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**MARK A. NORRIS**  
MARK A. NORRIS  
FLORIDA REGISTRATION NO. 6211 6/9/16

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY: MAN  
SCALE: 1" = 60'  
F.B. PG  
DRAWN BY: DFS  
SHEET: 1 OF 2



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009857 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

RIGHT-OF-WAY ACQUISITION

PROJECT: 2014.189

FIELD SURVEY DATE: N/A

SECTION: 38

TOWNSHIP: 1 NORTH

RANGE: 31 WEST

COUNTY: ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

2851 VALKYRY WAY RIGHT-OF-WAY ACQUISITION

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°09'30" EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10, AT PAGE 1, OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE DEPARTING SAID EAST LINE OF BROOKHOLLOW SUBDIVISION PROCEED NORTH 86°47'03" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS WESTERLY EXTENSION ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 2657.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 87°06'40" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 998.75 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 03°02'35" EAST FOR A DISTANCE OF 1326.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 305.88 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF STEFANI ROAD (66' R/W); THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°59'14" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 678.08 FEET TO A POINT ON THE NORTHERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY R/W LINE PROCEED SOUTH 86°58'39" EAST ALONG SAID NORTHERLY R/W LINE FOR A DISTANCE OF 323.37 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF O.R. 3202 PAGE 193; THENCE CONTINUE ALONG SOUTHWESTERLY LINE PROCEED SOUTH 54°35'12" EAST FOR A DISTANCE OF 123.83 TO THE POINT OF BEGINNING SAID POINT ALSO BEING A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 725.00 FEET; THENCE DEPARTING SAID NORTHERLY R/W LINE PROCEED EASTERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 112.03 FEET (DELTA ANGLE = 08°51'12", CHORD DISTANCE = 111.92 FEET, CHORD BEARING SOUTH 82°33'25" EAST) TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 86°59'02" EAST FOR A DISTANCE OF 188.81 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE PROCEED NORTHEASTERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 46.87 FEET (DELTA ANGLE = 89°30'33", CHORD DISTANCE = 42.24 FEET, CHORD BEARING NORTH 48°15'42" EAST) TO POINT OF TANGENCY; THENCE PROCEED NORTH 03°30'25" EAST FOR A DISTANCE OF 191.24 FEET TO A POINT ON THE NORTHERLY LINE OF O.R. 3203 PAGE 193; THENCE PROCEED SOUTH 86°59'02" EAST ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 10.03 FEET TO A POINT ON THE WESTERLY R/W OF LINE VALKYRY WAY; THENCE DEPARTING SAID NORTHERLY LINE PROCEED SOUTH 03°30'48" WEST ALONG SAID WESTERLY R/W FOR LINE A DISTANCE OF 226.07 FEET TO AFORESAID NORTHERLY R/W LINE; THENCE DEPARTING SAID WESTERLY R/W LINE PROCEED NORTH 86°58'39" WEST ALONG AFORESAID NORTHERLY R/W LINE OF VALKYRY WAY FOR A DISTANCE OF 318.53 FEET; THENCE CONTINUE ALONG SAID NORTHERLY R/W LINE PROCEED NORTH 54°35'12" WEST FOR A DISTANCE OF 25.54 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.10 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 60'
F.B.	PG
DRAWN BY:	DFS
SHEET:	2 OF 2



This document was prepared by:  
Kara Johnson  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT**

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 22 day of July 2016, by and between Phil Lance Infinger and Susan H. Infinger, husband and wife, whose address is 2810 Valkyry Way, Cantonment, Florida 32533, (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

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

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered  
in the presence of:

Grantor:

Phil Lance Infinger  
Phil Lance Infinger

Witness

Print Name

Witness

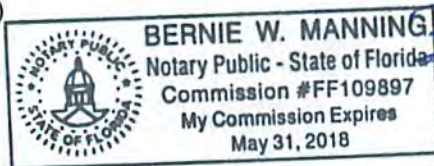
Print Name

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July, 20 16, by Phil Lance Infinger. He ( ) is personally known to me, or ( + ) has produced current Florida Drivers License as identification.

(Notary Seal)



Signature of Notary Public

Printed Name of Notary Public

Grantor:

Susan H. Infinger  
Susan H. Infinger

Witness

Print Name

Witness

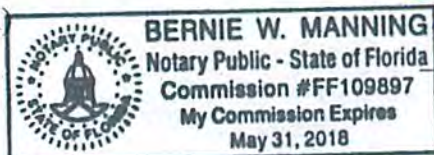
Print Name

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July, 20 16, by Susan H. Infinger. She ( ) is personally known to me, or ( + ) has produced current Florida Drivers License as identification.

(Notary Seal)



Signature of Notary Public

Printed Name of Notary Public



## ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By

Title

Date

[Signature]  
Asst. County Attorney  
Aug. 3, 2016



# REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7916

## DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

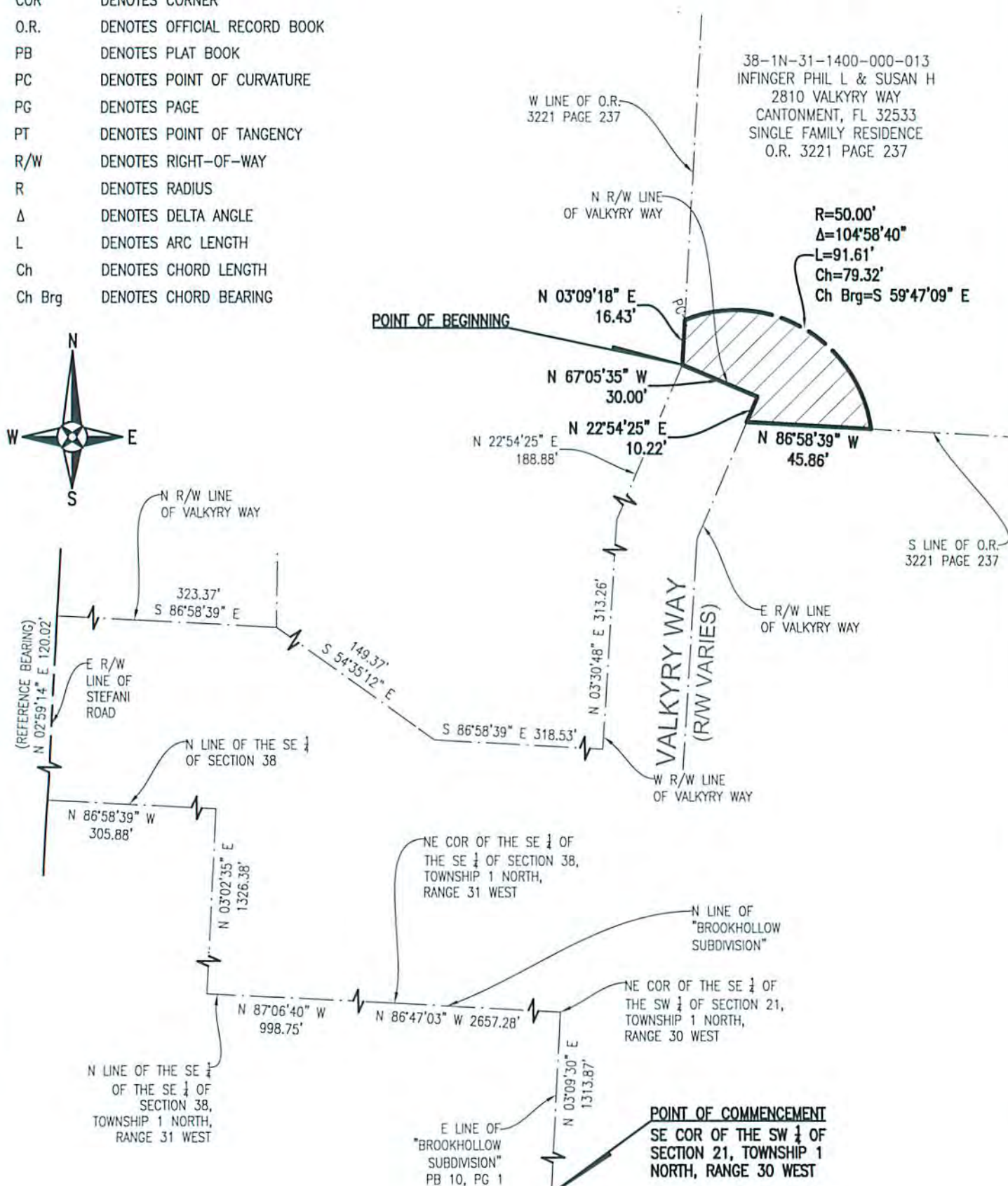
REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

### RIGHT-OF-WAY ACQUISITION

PROJECT: 2014.189  
FIELD SURVEY DATE: N/A  
SECTION: 38  
TOWNSHIP: 1 NORTH  
RANGE: 31 WEST  
COUNTY: ESCAMBIA

#### LEGEND:

- ↗ DENOTES LINE NOT SHOWN TO SCALE  
COR DENOTES CORNER  
O.R. DENOTES OFFICIAL RECORD BOOK  
PB DENOTES PLAT BOOK  
PC DENOTES POINT OF CURVATURE  
PG DENOTES PAGE  
PT DENOTES POINT OF TANGENCY  
R/W DENOTES RIGHT-OF-WAY  
R DENOTES RADIUS  
Δ DENOTES DELTA ANGLE  
L DENOTES ARC LENGTH  
Ch DENOTES CHORD LENGTH  
Ch Brg DENOTES CHORD BEARING



ADDRESS: 2810 VALKYRY WAY

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Mark A. Norris*  
MARK A. NORRIS  
FLORIDA REGISTRATION NO. 6211 6/9/16

NOT VALID WITHOUT THE  
SIGNATURE AND THE  
ORIGINAL RAISED SEAL  
OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER

CHECKED BY: MAN  
SCALE: 1" = 50'  
F.B. PG  
DRAWN BY: DFS  
SHEET:  
1 OF 2



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009857 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

RIGHT-OF-WAY ACQUISITION

PROJECT:	2014.189
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

2810 VALKYRY WAY RIGHT-OF-WAY ACQUISITION

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°09'30" EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10, AT PAGE 1, OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE DEPARTING SAID EAST LINE OF BROOKHOLLOW SUBDIVISION PROCEED NORTH 86°47'03" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS WESTERLY EXTENSION ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 2657.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 87°06'40" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 998.75 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 03°02'35" EAST FOR A DISTANCE OF 1326.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 305.88 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF STEFANI ROAD (66' R/W); THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°59'14" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 678.08 FEET TO A POINT ON THE NORTHERLY R/W OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY R/W PROCEED SOUTH 86°58'39" EAST ALONG SAID NORTHERLY R/W LINE FOR A DISTANCE OF 323.37 FEET; THENCE CONTINUE ALONG NORTHERLY R/W PROCEED SOUTH 54°35'12" EAST FOR A DISTANCE OF 149.37; THENCE PROCEED SOUTH 86°58'39" EAST ALONG SAID NORTHERLY R/W LINE FOR DISTANCE OF 318.53 FEET TO A POINT ON THE WESTERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID NORTHERLY R/W LINE PROCEED NORTH 03°30'48" EAST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 313.26 FEET; THENCE CONTINUE ALONG SAID WESTERLY R/W LINE PROCEED NORTH 22°54'25" EAST FOR A DISTANCE OF 188.88 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING ON THE WESTERLY LINE OF O.R. 3221 PAGE 237; THENCE DEPARTING SAID WESTERLY R/W LINE PROCEED NORTH 03°09'18" EAST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 16.43 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE DEPARTING SAID EASTERLY LINE PROCEED SOUTHEASTERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 91.61 FEET (DELTA ANGLE = 104°58'40", CHORD DISTANCE = 79.32 FEET, CHORD BEARING SOUTH 59°47'09" EAST) TO A NON-TANGENT POINT ON THE SOUTHERLY LINE OF O.R. 3221 PAGE 237; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID SOUTHERLY LINE FOR DISTANCE OF 45.86 FEET TO THE EASTERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID SOUTHERLY LINE PROCEED NORTH 22°54'25" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 10.22 FEET TO THE NORTHERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY R/W LINE PROCEED NORTH 67°05'35" WEST ALONG SAID NORTHERLY R/W LINE FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.05 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 50'
F.B.	PG
DRAWN BY:	DFS
SHEET:	2 OF 2



This document was prepared by:  
Kara Johnson  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT**

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 22 day of July 2016, by and between Robert R. McLaughlin and Theresa A. McLaughlin, husband and wife, whose address is 2811 Valkyry Way, Cantonment, Florida 32533, (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

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

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered  
in the presence of:

Grantor:

Robert R. McLaughlin  
Robert R. McLaughlin

Witness

Print Name

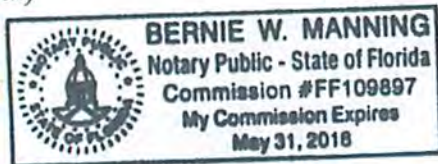
Witness

Print Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of  
July, 20 16, by Robert R. McLaughlin. He (☒) is personally known to me, or  
( ) has produced current \_\_\_\_\_ as identification.

(Notary Seal)



Signature of Notary Public

Printed Name of Notary Public

Grantor:

Theresa A. McLaughlin  
Theresa A. McLaughlin

Witness

Print Name

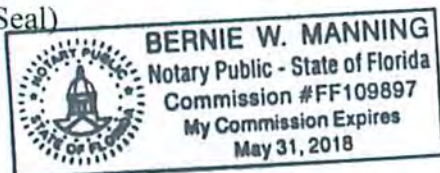
Witness

Print Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of  
July, 20 16, by Theresa A. McLaughlin. She (☒) is personally known to me,  
or ( ) has produced current \_\_\_\_\_ as  
identification.

(Notary Seal)



Signature of Notary Public

Printed Name of Notary Public



### ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency.

By J. B. [Signature]  
Title Asst. County Attorney  
Date Aug. 3, 2016







REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009857 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

RIGHT-OF-WAY ACQUISITION

PROJECT: 2014.189

FIELD SURVEY DATE: N/A

SECTION: 38

TOWNSHIP: 1 NORTH

RANGE: 31 WEST

COUNTY: ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

2811 VALKYRY WAY RIGHT-OF-WAY ACQUISITION

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°09'30" EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10, AT PAGE 1, OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE DEPARTING SAID EAST LINE OF BROOKHOLLOW SUBDIVISION PROCEED NORTH 86°47'03" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS WESTERLY EXTENSION ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 2657.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 87°06'40" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 998.75 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 03°02'35" EAST FOR A DISTANCE OF 1326.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 305.88 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF STEFANI ROAD (66' R/W); THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°59'14" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 678.08 FEET TO A POINT ON THE NORTHERLY R/W OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY R/W PROCEED SOUTH 86°58'39" EAST ALONG SAID NORTHERLY R/W LINE FOR A DISTANCE OF 323.37 FEET; THENCE CONTINUE ALONG NORTHERLY R/W LINE PROCEED SOUTH 54°35'12" EAST FOR A DISTANCE OF 149.37; THENCE PROCEED SOUTH 86°58'39" EAST ALONG SAID NORTHERLY R/W LINE FOR DISTANCE OF 318.53 FEET TO A POINT ON THE WESTERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID NORTHERLY R/W LINE PROCEED NORTH 03°30'48" EAST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 226.07 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF O.R. 3987 PAGE 107; THENCE DEPARTING SAID WESTERLY R/W LINE PROCEED NORTH 86°59'02" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 10.03 FEET; THENCE DEPARTING SAID SOUTHERLY LINE PROCEED NORTH 03°30'25" EAST FOR A DISTANCE OF 34.80' TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 317.61 FEET; THENCE PROCEED NORTHERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 107.51 FEET (DELTA ANGLE = 19°23'37", CHORD DISTANCE = 106.99 FEET, CHORD BEARING NORTH 13°12'14" EAST) TO POINT OF TANGENCY; THENCE PROCEED NORTH 22°54'02" EAST FOR A DISTANCE OF 79.06 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET; THENCE PROCEED NORTHERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 13.06 FEET (DELTA ANGLE = 29°55'35", CHORD DISTANCE = 12.91 FEET, CHORD BEARING NORTH 07°56'15" EAST) TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED NORTHERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 65.23 FEET (DELTA ANGLE = 74°45'04", CHORD DISTANCE = 60.70 FEET, CHORD BEARING NORTH 30°20'59" EAST) TO A POINT ON THE EASTERLY LINE OF O.R. 3987 PAGE 107; THENCE PROCEED SOUTH 03°09'18" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 16.43 FEET TO A POINT ON THE AFORESAID WESTERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY LINE PROCEED SOUTH 22°54'25" WEST ALONG SAID WESTERLY R/W LINE OF FOR A DISTANCE OF 188.88 FEET; THENCE CONTINUE ALONG SAID WESTERLY R/W LINE PROCEED SOUTH 03°30'48" WEST FOR A DISTANCE OF 87.19 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.07 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
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7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 60'
F.B.	PG
DRAWN BY:	DFS
SHEET:	2 OF 2



This document was prepared by:  
Kara Johnson  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT**

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 22 day of July 2016, by and between Dominador Tamoria, Jr. and Antonina Daniels, husband and wife, whose address is 2840 Valkyry Way, Cantonment, Florida 32533, (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

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

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered  
in the presence of:

Grantor:

[Signature]  
Dominator Tamoria, Jr.

Witness

Print Name

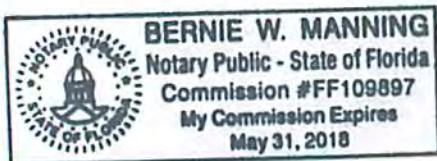
Witness

Print Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July, 2016, by Dominador Tamoria, Jr. He ( ) is personally known to me, or (✓) has produced current Florida Driver License as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public

Bernie W Manning  
Printed Name of Notary Public

Grantor:

[Signature]  
Antonina Daniels

Witness

Print Name

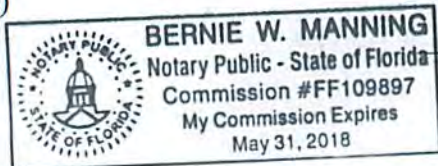
Witness

Print Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July, 2016, by Antonina Daniels. She (✓) is personally known to me, or ( ) has produced current Florida Driver License as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public

Bernie W Manning  
Printed Name of Notary Public



### ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Aug. 3, 2016


**REBOL-BATTLE & ASSOCIATES**

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7916

**DESCRIPTION & SKETCH**

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

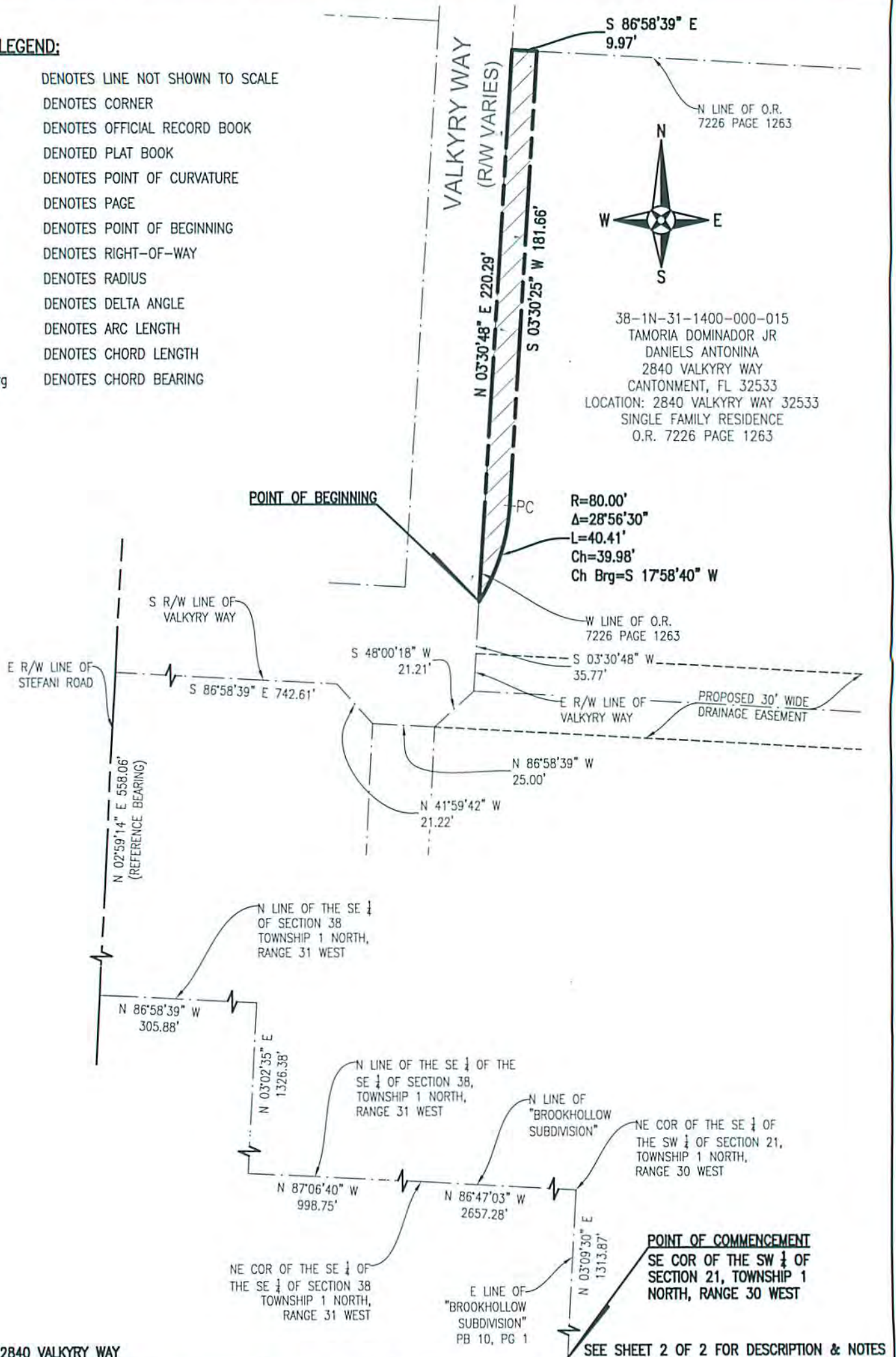
REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

**RIGHT-OF-WAY ACQUISITION**

PROJECT:	2014.189
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

**LEGEND:**

	DENOTES LINE NOT SHOWN TO SCALE
COR	DENOTES CORNER
O.R.	DENOTES OFFICIAL RECORD BOOK
PB	DENOTES PLAT BOOK
PC	DENOTES POINT OF CURVATURE
PG	DENOTES PAGE
POB	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT-OF-WAY
R	DENOTES RADIUS
Δ	DENOTES DELTA ANGLE
L	DENOTES ARC LENGTH
Ch	DENOTES CHORD LENGTH
Ch Brg	DENOTES CHORD BEARING



ADDRESS: 2840 VALKYRY WAY

SEE SHEET 2 OF 2 FOR DESCRIPTION &amp; NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Mark A. Norris*  
MARK A. NORRIS  
FLORIDA REGISTRATION NO. 6211 6/9/16

NOT VALID WITHOUT THE  
SIGNATURE AND THE  
ORIGINAL RAISED SEAL  
OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 50'
F.B.	PG
DRAWN BY:	DFS
SHEET:	1 OF 2





REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009857 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

RIGHT-OF-WAY ACQUISITION

PROJECT:	2014.189
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

2840 VALKYRY WAY RIGHT-OF-WAY ACQUISITION

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°09'30" EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10, AT PAGE 1, OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE DEPARTING SAID EAST LINE OF BROOKHOLLOW SUBDIVISION PROCEED NORTH 86°47'03" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS WESTERLY EXTENSION ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 2657.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 87°06'40" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 998.75 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 03°02'35" EAST FOR A DISTANCE OF 1326.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 305.88 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF STEFANI ROAD (66' R/W); THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°59'14" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 558.06 FEET TO A POINT ON THE SOUTHERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY R/W LINE PROCEED SOUTH 86°58'39" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 742.61 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY R/W LINE PROCEED SOUTH 41°59'42" EAST FOR A DISTANCE OF 21.22 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY R/W LINE PROCEED SOUTH 86°58'39" EAST FOR A DISTANCE OF 25.00 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY R/W LINE PROCEED NORTH 48°00'18" EAST FOR A DISTANCE OF 21.21 FEET TO A POINT ON THE WESTERLY LINE OF O.R. 7226 PAGE 1263 SAID POINT ALSO BEING ON THE EASTERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID SOUTHERLY R/W LINE PROCEED NORTH 03°30'48" EAST ALONG SAID EASTERLY R/W LINE AND SAID WESTERLY LINE FOR A DISTANCE OF 35.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY R/W LINE AND SAID WESTERLY LINE PROCEED NORTH 03°30'48" EAST FOR A DISTANCE OF 220.29 FEET TO A POINT ON THE NORTHERLY LINE OF O.R. 7226 PAGE 1263; THENCE DEPARTING SAID EASTERLY R/W LINE AND SAID WESTERLY LINE PROCEED SOUTH 86°58'39" EAST ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 9.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE PROCEED SOUTH 03°30'25" WEST FOR A DISTANCE OF 181.66 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 80.00 FEET; THENCE PROCEED SOUTHWESTERLY ALONG CURVED LINE FOR AN ARC DISTANCE OF 40.41 FEET (DELTA ANGLE = 28°56'30", CHORD DISTANCE = 39.98 FEET, CHORD BEARING SOUTH 17°58'40" WEST) TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.05 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 50'
F.B.	PG
DRAWN BY:	DFS
SHEET:	2 OF 2

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

Valkyry Way Drainage Improvements  
Portion of 38-1N-31-1400-000-015

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 22 day of July, 20 16, by and between Dominador Tamoria, Jr., and Antonina Daniels, husband and wife, whose mailing address is 2840 Valkyry Way, Cantonment, Florida 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

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

### WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 38, Township 1N, Range 31 West, Escambia County, Florida; and

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

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

See attached Exhibit A

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



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

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

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

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

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

SIGNED IN THE PRESENCE OF:

Witness Bernie W Manning  
Print Name Bernie W Manning  
Witness Stacey S Ward  
Print Name Stacey S Ward

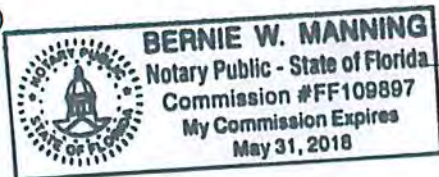
GRANTORS:

By: Dominador Tamoria, Jr.  
Dominador Tamoria, Jr.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July, 2016, by Dominador Tamoria, Jr. He ☐ is personally known to me, or ☒ produced current Florida Driver License as identification.

(Notary Seal)



Bernie W Manning  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

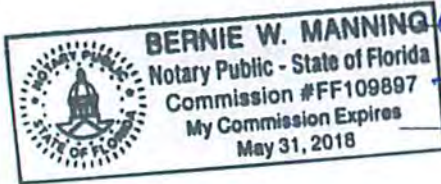
Witness Bernie W. Manning  
Print Name Bernie W. Manning  
Witness Stacy S. Ward  
Print Name Stacy S. Ward

By: Antonina Daniels  
Antonina Daniels

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July, 2016, by Antonina Daniels. She ☐ is personally known to me, or ☒ produced current Florida Driver License as identification.

(Notary Seal)



Bernie W. Manning  
Signature of Notary Public  
Bernie W. Manning  
Printed Name of Notary Public

#### ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers  
Clerk of the Court

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]  
Title Att. County Attorney  
Date Aug-3, 2016





REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7916

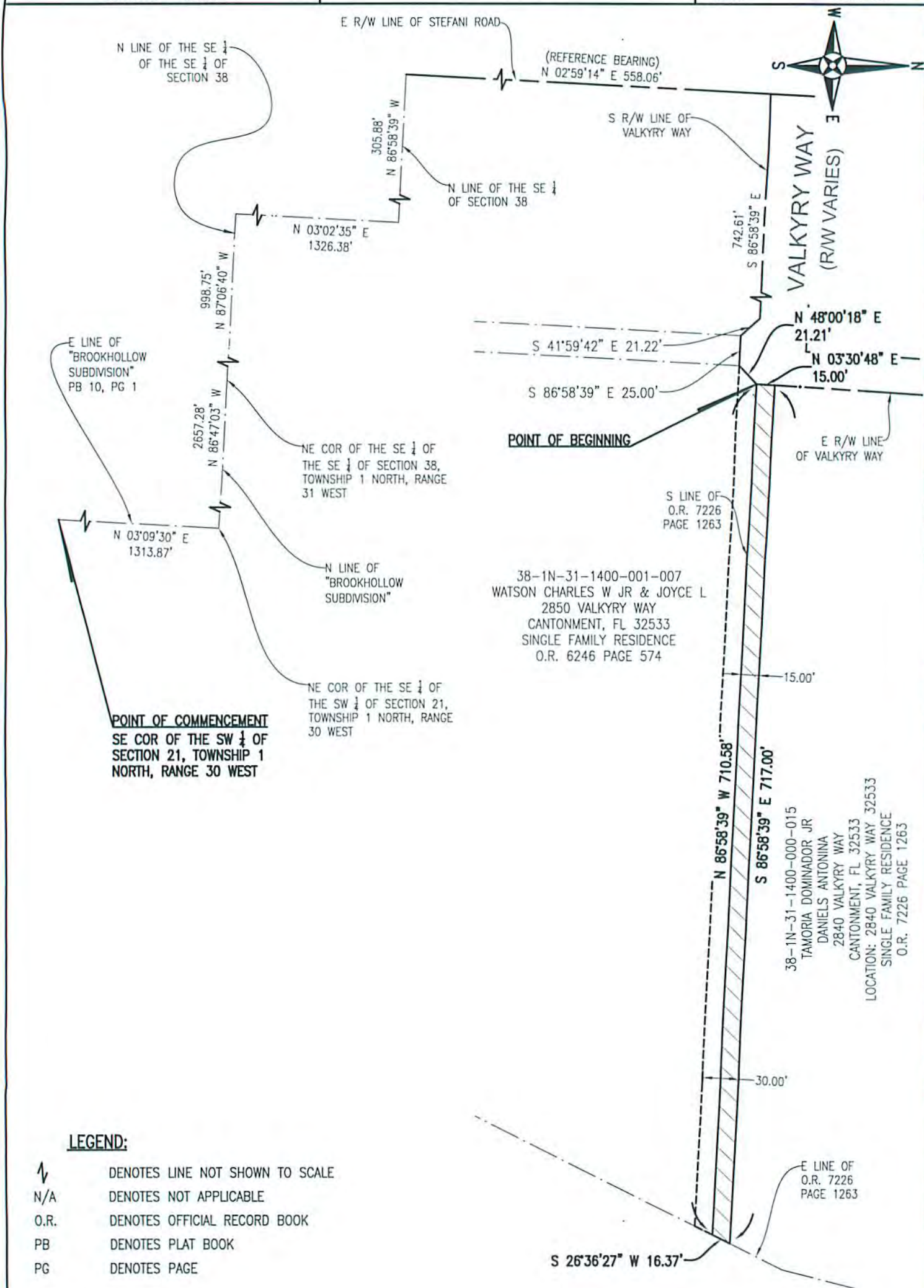
DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

15' WIDE DRAINAGE EASEMENT

PROJECT:	2014.189
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA



LEGEND:

⚡	DENOTES LINE NOT SHOWN TO SCALE
N/A	DENOTES NOT APPLICABLE
O.R.	DENOTES OFFICIAL RECORD BOOK
PB	DENOTES PLAT BOOK
PG	DENOTES PAGE

ADDRESS: 2840 VALKYRY WAY

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE
1		REVISE EASTERLY BOUNDARY BEARING	05/31/2016

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Mark A. Norris*  
MARK A. NORRIS  
FLORIDA REGISTRATION NO. 6211 6/9/16

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 100'
F.B.	N/A PG
DRAWN BY:	DFS
SHEET:	1 OF 2



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009857 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

15' DRAINAGE EASEMENT

PROJECT: 2014.189

FIELD SURVEY DATE: N/A

SECTION: 38

TOWNSHIP: 1 NORTH

RANGE: 31 WEST

COUNTY: ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

2840 VALKYRY WAY 15' WIDE DRAINAGE EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°09'30" EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10, AT PAGE 1, OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE DEPARTING SAID EAST LINE OF BROOKHOLLOW SUBDIVISION PROCEED NORTH 86°47'03" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS WESTERLY EXTENSION ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 2657.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 87°06'40" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 998.75 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 03°02'35" EAST FOR A DISTANCE OF 1326.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 305.88 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF STEFANI ROAD (66' R/W); THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°59'14" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 558.06 FEET TO A POINT ON THE SOUTHERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY R/W LINE PROCEED SOUTH 86°58'39" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 742.61 FEET; THENCE PROCEED SOUTH 41°59'42" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 21.22 FEET; THENCE LINE PROCEED SOUTH 86°58'39" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 25.00 FEET; THENCE PROCEED NORTH 48°00'18" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 21.21 FEET TO A POINT ON THE SOUTHERLY LINE OF O.R. 7226 PAGE 1263 SAID POINT ALSO BEING ON THE EASTERLY R/W LINE OF VALKYRY WAY SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY R/W LINE PROCEED NORTH 03°30'48" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID EASTERLY R/W LINE PROCEED SOUTH 86°58'39" EAST FOR A DISTANCE OF 717.00 FEET TO A POINT ON THE EASTERLY LINE OF O.R. 7226 PAGE 1263; THENCE PROCEED SOUTH 26°36'27" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 16.37 FEET TO A POINT ON AFORESAID SOUTHERLY LINE; THENCE DEPARTING SAID EASTERLY LINE PROCEED NORTH 86°58'39" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 710.58 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.25 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 100'
F.B. N/A	PG
DRAWN BY:	DFS
SHEET:	2 OF 2



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

Valkyry Way Drainage Improvements  
Portion of 38-1N-31-1400-001-007

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 22 day of July, 20 16, by and between Charles W. Watson, Jr. and Joyce L. Watson, husband and wife, whose mailing address is 2850 Valkyry Way, Cantonment, Florida 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

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

### WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 38, Township 1N, Range 31 West, Escambia County, Florida; and

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

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

See attached Exhibit A

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

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

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

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

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

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

SIGNED IN THE PRESENCE OF:

Witness Bernie W. Manning  
Print Name Bernie W. Manning  
Witness Stacey S. Ward  
Print Name Stacey S. Ward

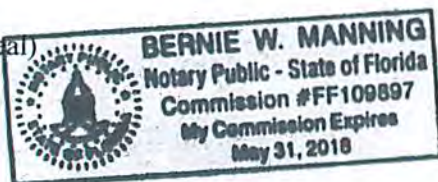
GRANTORS:

By: Charles W. Watson, Jr.  
Charles W. Watson, Jr.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July, 2016, by Charles W. Watson, Jr. He ☐ is personally known to me, or ☒ produced current Florida Driver License as identification.

(Notary Seal)



Bernie W. Manning  
Signature of Notary Public  
Bernie W. Manning  
Printed Name of Notary Public



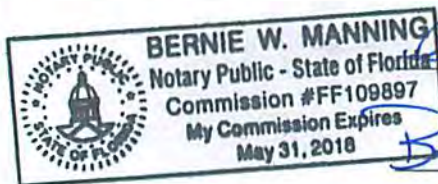
Witness Bernie W Manning  
Print Name Bernie W Manning  
Witness Stacky S. Ward  
Print Name Stacky S. Ward

By: Joyce L. Watson  
Joyce L. Watson

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July, 2016, by Joyce L. Watson. She ☐ is personally known to me, or ☒ produced current Florida Driver License as identification.

(Notary Seal)



Bernie W Manning  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

#### ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers  
Clerk of the Court

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]  
Title Escambia County Attorney  
Date Aug. 5, 2016



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7916

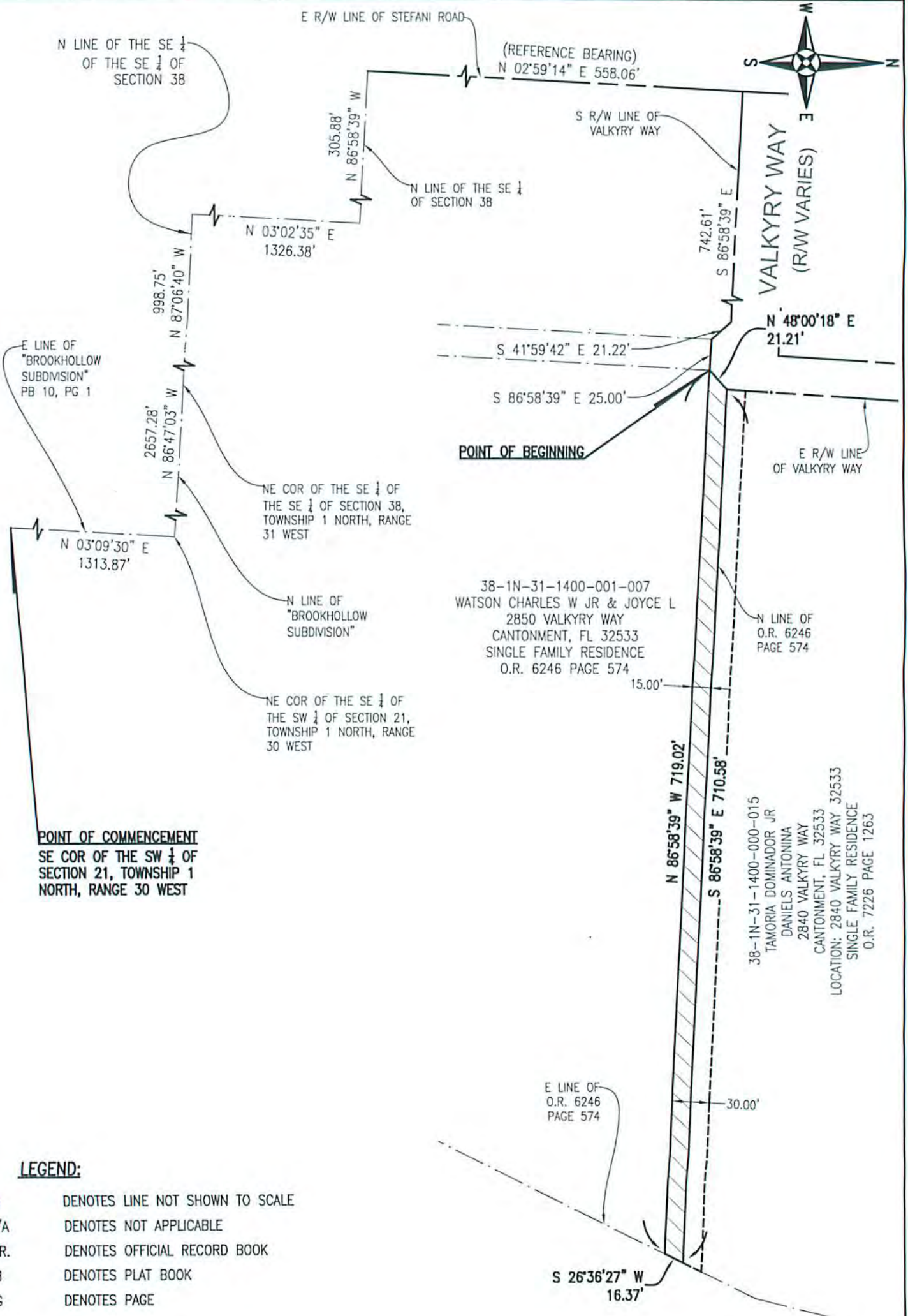
DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBA COUNTY PUBLIC WORKS

15' WIDE DRAINAGE EASEMENT

PROJECT: 2014.189  
FIELD SURVEY DATE: N/A  
SECTION: 38  
TOWNSHIP: 1 NORTH  
RANGE: 31 WEST  
COUNTY: ESCAMBA



REVISIONS			
NO.	BY	DESCRIPTION	DATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Mark A. Norris*  
MARK A. NORRIS  
FLORIDA REGISTRATION NO. 6211 6/9/16

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 100'
F.B.	N/A PG
DRAWN BY:	DFS
SHEET:	1 OF 2





REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009857 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS

15' DRAINAGE EASEMENT

PROJECT:	2014.188
FIELD SURVEY DATE:	N/A
SECTION:	38
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

2850 VALKYRY WAY 15' WIDE DRAINAGE EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03°09'30" EAST ALONG THE EAST LINE OF BROOKHOLLOW SUBDIVISION AS RECORDED IN PLAT BOOK 10, AT PAGE 1, OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1313.87 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE DEPARTING SAID EAST LINE OF BROOKHOLLOW SUBDIVISION PROCEED NORTH 86°47'03" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS WESTERLY EXTENSION ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 2657.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 87°06'40" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 998.75 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 03°02'35" EAST FOR A DISTANCE OF 1326.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38; THENCE PROCEED NORTH 86°58'39" WEST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 38 FOR A DISTANCE OF 305.88 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF STEFANI ROAD (66' R/W); THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°59'14" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 558.06 FEET TO A POINT ON THE SOUTHERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID EASTERLY R/W LINE PROCEED SOUTH 86°58'39" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 742.61 FEET; THENCE PROCEED SOUTH 41°59'42" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 21.22 FEET; THENCE PROCEED SOUTH 86°58'39" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE PROCEED NORTH 48°00'18" EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 21.21 FEET TO A POINT ON THE NORTHERLY LINE OF O.R. 6246 PAGE 574 SAID POINT ALSO BEING ON THE EASTERLY R/W LINE OF VALKYRY WAY; THENCE DEPARTING SAID SOUTHERLY R/W LINE PROCEED SOUTH 86°58'39" EAST ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 710.58 FEET TO A POINT ON THE EASTERLY LINE OF O.R. 6246 PAGE 574; THENCE DEPARTING SAID NORTHERLY LINE PROCEED SOUTH 26°36'27" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 16.37 FEET; THENCE DEPARTING SAID EASTERLY LINE PROCEED NORTH 86°58'39" WEST FOR A DISTANCE OF 719.02 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.25 ACRES MORE OR LESS.

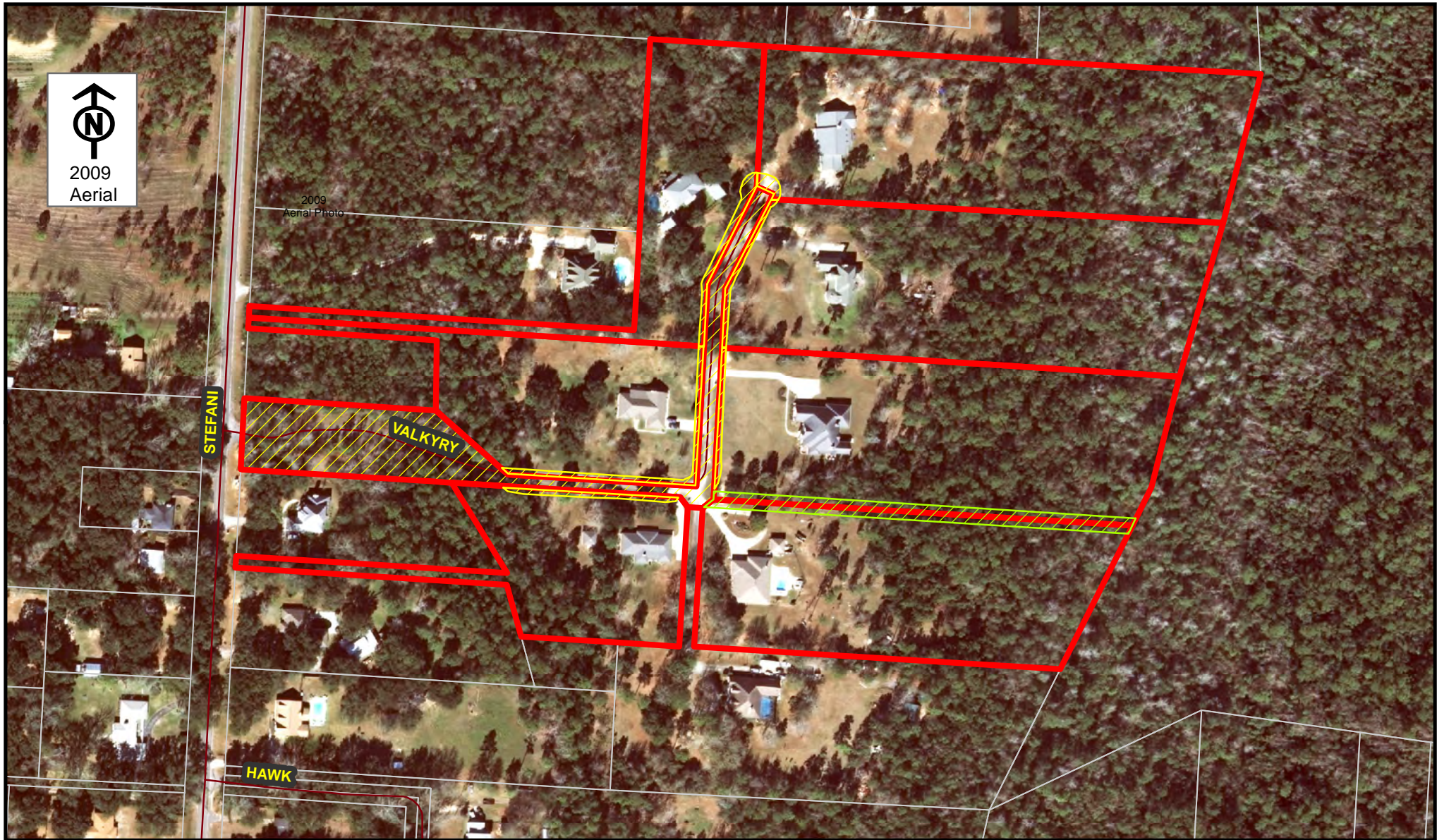
GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 100'
F.B.	N/A PG
DRAWN BY:	DFS
SHEET:	2 OF 2



# Valkyry Way Drainage Improvements



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

KPJ 8/3/16 DISTRICT 5



Properties Involved in Project



Proposed Right-of-Way



Drainage Easement





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10827**

**County Administrator's Report 10. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Contract Award for Design Services for Escambia County Beachside Restrooms and Boardwalk

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning a Contract Award for Design Services for Escambia County Beachside Restrooms and Boardwalk - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and STOA International/Florida, Inc., per the terms and conditions of PD 15-16.071, Design Services for Escambia County Beachside Restrooms and Boardwalk, for a lump sum of \$71,103, for basic services and reimbursable expenses of \$13,750, providing a total of \$84,853.

[Funding: Fund 352, Lost III, Cost Center 110274, Object Code 56301, Project Code 16PF3614]

### **BACKGROUND:**

At its regular meeting on May 5, 2016, the Board reviewed and approved the Interlocal Agreement authorizing PIIF funds from the Santa Rosa Island Authority (SRIA) in the amount of \$300,000 to be spent for the design and construction of a new Gulfside public restroom facility on Pensacola Beach. The location of the facility is anticipated to be south of CR 399 (Via De Luna Drive) at the existing dune walkover across from Portofino Condos. The project will entail the reconstruction of the dune walkover as well as an observation platform.

County Staff will manage the project from design solicitation through construction completion. It is anticipated that a maintenance agreement will be drafted and executed between Escambia County and Portofino Island Resort prior to construction completion. The maintenance agreement will establish a term length for maintenance, daily maintenance operations, and times of day for the facility to be locked and unlocked.

The SRIA Board and Gary Work as Trustee for the Pensacola Beach Land Trust have

also executed the 8th Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk with Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach).

Requests for Letters of Interest, PD 15-16.071, Design Services for Escambia County Beachside Restrooms and Boardwalk, was publicly noticed in the Pensacola News Journal on Monday, June 20, 2016, in addition to being sent to two hundred and fifty eight firms. Responses were received from five firms on Wednesday, July 6, 2016. Discussions were held with three firms on Friday, July 22, 2016. The selection committee ranked the firms in the following order:

1. STOA International/Florida Inc.
2. DAG Architects
3. Dalrymple Sallis Architecture

Negotiations were held with STOA International/Florida Inc. on Monday, August 08, 2016, Wednesday, August 10, 2016 and Monday, August 15, 2016 resulting with a final negotiated total fee of \$84,853.

**BUDGETARY IMPACT:**

[Funding: Fund Lost III 352, Cost Center 110274, Object Code 56301, Project Code 16PF3614]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

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

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

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### **Attachments**

Agreement with Exhibits

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**STOA INTERNATIONAL/FLORIDA, INC.**

**PD 15-16.071 Design Services for Escambia County Beachside Restrooms and  
Boardwalk**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised June 2016)**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of September, 2016, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and STOA INTERNATIONAL/FLORIDA, INC., a for-profit corporation authorized to transact business in the State of Florida, whose address is 121 E. Government Street, Pensacola, FL 32502 and whose Federal tax identification number is 59-3697783 (hereinafter referred to as the "Consultant").

### **ARTICLE I** **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** STOA INTERNATIONAL/FLORIDA, INC. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean George Bush, Division Manager, Facilities Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 15-16.071 Design Services for Escambia County Beachside Restrooms and Boardwalk.



## **ARTICLE 2**

### **PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 15-16 for a lump sum of \$71,103 basic services and reimbursable expenses for \$13,750 for a combined total of \$84,853 for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

## **ARTICLE 3**

### **SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 15-16.071, Design Services for Escambia County Beachside Restrooms and Boardwalk, and as represented in the Consultant's Letter of Interest response to PD 15-16.071, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$600,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

**ARTICLE 4**  
**TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

**ARTICLE 5**  
**COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of \$71,103 and reimbursable services for \$13,750 for a combined total of \$84,853. Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

#### 5.4 METHOD OF BILLING AND PAYMENT:

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

#### 5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- (c) Payments and Notices to the Consultant shall be made to:

Mark D. Gilliland  
STOA INTERNATIONAL/FLORIDA, INC.  
121 E. Government Street  
Pensacola, FL 32502

- (d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

George Bush  
Facilities Management / DCAT  
100 E. Blount St.  
Pensacola, FL 32501

Jack R. Brown  
County Administrator  
P.O. Box 1591  
Pensacola, Florida 32597-1591

**ARTICLE 6**  
**ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

**ARTICLE 7**  
**COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

**ARTICLE 8**  
**CONSULTANT'S RESPONSIBILITIES**

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

## 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

## **ARTICLE 9** **GENERAL PROVISIONS**

### 9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.



## 9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

## 9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.



**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and STOA International/Florida, Inc., signing by and through its President, Mark D. Gilliland, duly authorized to execute same.

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

WITNESS:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: September 1, 2016

CONSULTANT:  
STOA INTERNATIONAL/FLORIDA, INC., a Florida  
Corporation authorized to do business in the State  
of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Mark D. Gilliland, President

Date: \_\_\_\_\_

## Exhibit A



121 E Government Street  
Pensacola, Florida 32502

T 850 432 1912  
F 850 432 0603

stoa@stoaarchitects.com  
stoaarchitects.com

### MEMO

Date: August 8, 2016  
To: Eddie Wehmeier, Escambia County Purchasing  
CC: Cesar Reyes,  
From: Mike Werner  
Project #: 16044

Re: Scope Narrative for Escambia County Beachside Restroom and Boardwalk Project

---

#### GENERAL DESCRIPTION:

- I. Design of a new +/- 100'-0" long ADA Accessible elevated Boardwalk to provide pedestrian access from Via De Luna Drive to the adjacent beachfront.
- II. Design a new viewing platform connected to the Boardwalk which overlooks the beachfront and Gulf of Mexico.
- III. Design of a new ADA accessible men's and women's restroom building including a housekeeping closet.
- IV. The established budget for construction and all required permitting fees is \$600,000.

#### REFERENCES / APPLICABLE CODES:

- I. Florida Building Code - 2014
- II. National Electric Code - NFPA 70.
- III. Illuminating Engineering Society - IESNA
- IV. FAC Rule 62B-33.0081

#### PUBLIC INPUT:

- I. It is understood that Public input will be an important factor in this project. STOA is prepared to conduct two public informational meetings on Pensacola Beach at a location to be determined later. (1) during schematic design phase and (1) during the Design Development phase.
- II. It is anticipated that (1) separate meeting with a select organizations with vested interest in the project will be conducted.
- III. STOA will moderate the meeting and provide ample graphics to explain the project goals.

### **GEOTECHNICAL & SURVEYING:**

- I. Geotechnical survey to be provided as necessary to support the A/E design. All required permitting and site access for borings to be coordinated through county representative by Geotechnical engineer. Provide full survey in accordance with FAC Rule 62B-33.0081
- II. Items include but are not limited to full topographic survey, boundary,
- III. legal description, CCCL, all on State Plane Coordinates referenced to NAD 83/90.

### **PERMITTING AND CIVIL DESIGN:**

- I. FDEP Bureau of Beaches and Coastal Systems, Division of Water Resources Management permitting pursuant to Section 161.053, Florida Statutes for construction seaward of the coastal construction control line (CCCL).
- II. FDEP/ERP for storm water design and permitting.
- III. Escambia County Development Review, Site design and permitting through the development review committee (DRC). Includes layout plan, grading plan, utilities plan, erosion control plans, landscaping plan.
- IV. Water and Sanitary Sewer design and permitting through the Emerald Coast Utilities Authority (ECUA).
- V. FDOT Safety Upgrade permitting for pedestrian access crossing a State Roadway.
- VI. Assistance with approval through the Santa Rosa Island Authority (SRIA).

### **ARCHITECTURE:**

- I. All bathrooms and walkover to be ADA Accessible.
- II. Quantity of plumbing fixtures in men's and women's restrooms to be determined by budget constraints and user needs.
- III. All building materials will be high quality, low maintenance, highly durable materials to withstand the corrosive saltwater environment and heavy wind loads.
- IV. The design aesthetic should blend with the surrounding architecture, most heavily influenced by the adjacent Portofino Towers.

### **PLUMBING:**

- I. The Men's and Women's restrooms shall have institutional plumbing fixtures of durability suitable for a high traffic public facility and the seacoast's sandy and corrosive environment.
- II. Faucets and flush valves shall be of the automatic mechanical metering low flow type.
- III. Waste and vent piping shall be PVC. Domestic water piping shall be CPVC or PEX.
- IV. Domestic hot water shall not be provided at lavatories or showers. The janitor

- closet shall be provided with a tank type electric water heater.
- V. Loose key operated hose bibbs shall be provide inside each restroom and at the exterior of the building.
  - VI. Exterior hose bibbs and exposed piping shall be of the freeze resistant type.

**MECHANICAL:**

- I. Dedicated exhaust fans shall be provided for each restroom area and sized for the exhaust required for each type and number of installed flush fixtures. The fans, ductwork, and air devices shall be of material and finishes suitable for the seacoast environment.
- II. Electric unit heaters shall be installed to provide freeze protection for the domestic water piping. Cooling and dehumidification shall not be provided and the building materials and finishes shall be suitable for the wet hot high humid climate.
- III. Use of natural ventilation will be incorporated in to the mechanical design.

**ELECTRICAL:**

- I. A complete and functional electrical system will be provided and installed for the restrooms. The electrical installation within the facility shall be designed, provided and installed in accordance with NFPA 70 (National Electrical Code), and other standards as applicable to the system under consideration. Actual equipment electrical loads and demand factors will be used for electrical calculation purposes.
- II. Branch / feeder circuits will be provided. Additionally, all distribution panelboards will have 15% excess physical space for future use. Panelboards and circuits will be suited to a wide range of utilization patterns. Circuit breakers within the distribution panels will be fully rated for the available fault current. The use of 75 degree C (minimum) insulated conductors is required. New electricity meters will be provided as required.
- III. All disconnect switches will be non-fused or circuit breaker type. Wiring will be copper conductors. All wiring will be provided and installed in conduit. Wiring system will consist of insulated single conductors provided and installed in raceways as follows:

Galvanized rigid steel conduit or IMC in concrete, masonry, and areas subject to moisture. Electric metallic tubing (EMT) in concealed areas and exposed where not subject to physical damage. Wiring will be concealed within the walls. A grounding conductor will be provided and installed with all feeders and with all branch circuit wiring. Conductors will be a minimum size of 12 AWG.

- IV. LED light fixtures will be provided throughout the restrooms.
- V. Light fixtures installed on the exterior of the building will be "turtle friendly" in compliance with Florida Fish and Wildlife requirements.

- VI. Lighting will not be provided for the boardwalk since this is likely to be non compliant with FFWC regulations.

Date: August 10, 2016  
To: Escambia County  
CC: file  
From: Mike Werner  
Project #: 16044

Re: Beachside Restrooms & Boardwalk — Preliminary Design Schedule

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All,  
See below for design schedule:

**Design Milestone Schedule:**

**Proposed Durations:**

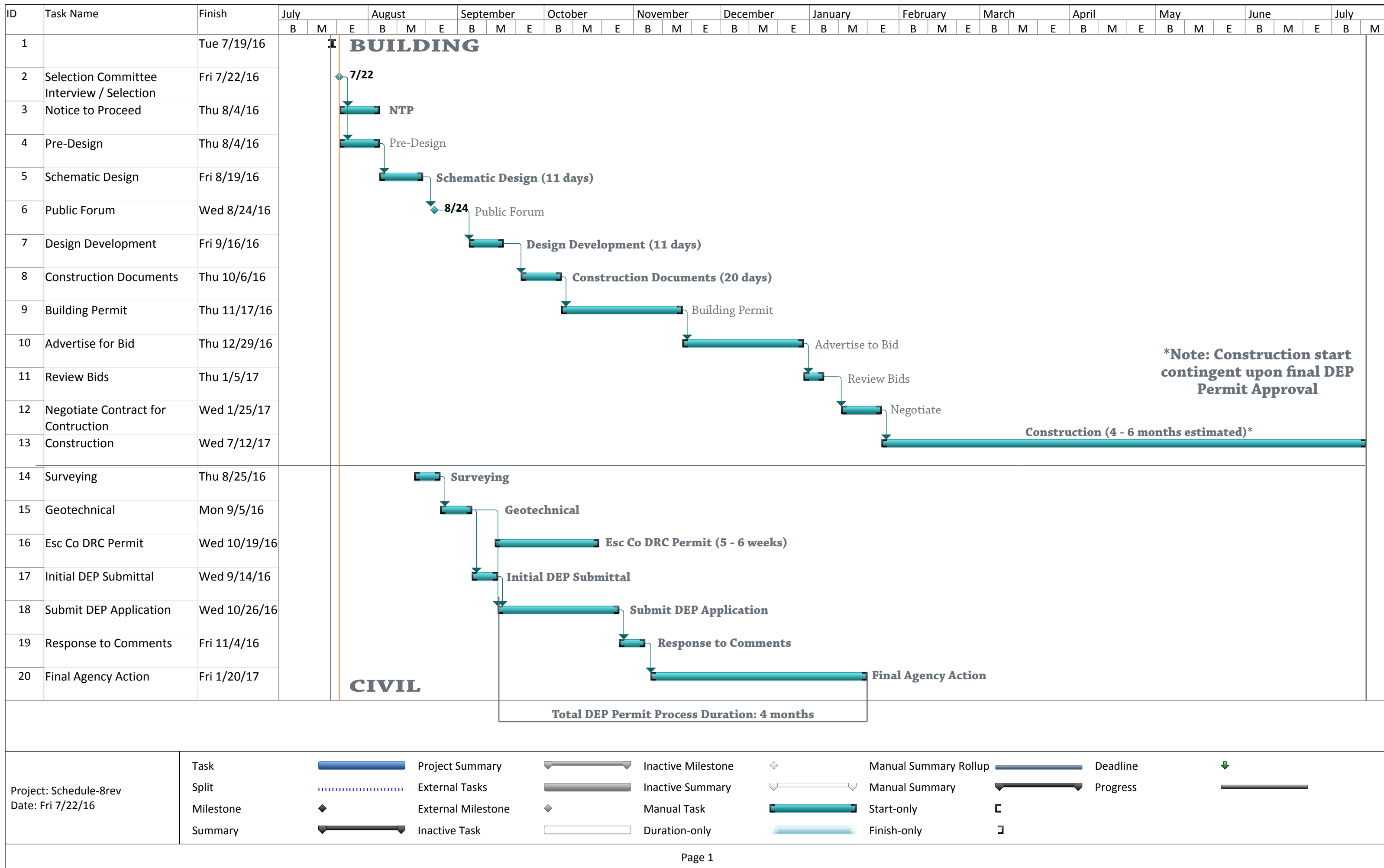
<b>Pre-Design</b>	2 weeks
<b>Schematic Design</b>	2 weeks
<b>Public Input Meeting</b>	1 day
<b>Design Development</b>	2 weeks
<b>Construction Documents</b>	4 weeks
<b>DEP Submittal</b>	4 months

*The durations for following milestones are subject to county requirements and an estimate was provided in the attached preliminary project schedule:*

**Building Permit**  
**Advertise to Bid**  
**Review Bids**  
**Negotiate**

<b>Construction</b>	4-6 months
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August 12, 2016

**Beachside Restrooms and Boardwalk**

Pensacola Beach, Florida

STOA Project Number 16044

**ITEM**

<b>1</b>	<b>BASIC SERVICES (DESIGN, BIDDING &amp; CONSTRUCTION ADMINISTRATION)</b>	
	<b>DESIGN</b>	
	Architecture & Interiors (includes public meetings)	\$23,950
	Structural	\$5,078
	Mechanical / Plumbing / Electrical	\$8,321
	Design Subtotal	\$37,350
	<b>BIDDING &amp; CONSTRUCTION ADMINISTRATION</b>	
	Architecture & Interior Design	\$6,200
	Structural	\$873
	Mechanical / Plumbing / Electrical	\$1,746
	CA Subtotal	\$8,818
	<b>Basic Services (Design, Bidding &amp; Construction Administration) Subtotal</b>	<b>\$46,168</b>
<b>2</b>	<b>ADDITIONAL EXPENSES</b>	
	Civil Permitting Design / Application	\$9,900
	FDEP Bureau of Beaches and Coastal Systems	\$3,250
	Env. Resource Permitting: Stormwater	\$1,140
	Escambia County DRC Site Design and Permitting	\$1,420
	ECUA Water and Sewer Design/Permitting	\$2,170
	FDOT Safety Upgrade for Pedestrian Access	\$1,540
	SRIA Permitting	\$380
	Civil Bidding & Construction Administration	\$4,935
	Topographic / Land Survey	\$6,600
	Geotechnical Survey	\$3,500
	<b>Additional Expenses Subtotal</b>	<b>\$24,935</b>
<b>3</b>	<b>SUBTOTAL FEE: BASIC SERVICES &amp; ADDITIONAL EXPENSES</b>	<b>\$71,103</b>
<b>4</b>	<b>REIMBURSABLE EXPENSES (To be submitted at actual cost for reimbursement)</b>	<b>\$13,750</b>
	Estimated Printing / Shipping	\$750
	Estimated Permitting Fees:	
	FDEP Bureau of Beaches and Coastal Systems	\$4,000
	Env. Resource Permitting: Stormwater (Self Certification)	\$0
	Escambia County DRC Site Design and Permitting	\$0
	ECUA Water and Sewer Design/Permitting	\$9,000
	FDOT Safety Upgrade for Pedestrian Access	\$0
	SRIA Permitting	\$0
<b>5</b>	<b>TOTAL FEE: BASIC SERVICES, ADDITIONAL EXPENSES &amp; REIMBURSEABLE EXPENSES</b>	<b>\$84,853</b>

Submitted by:

Principal  
STOA Architects

**Architectural**  
STOA Architects

## Public Input Meetings

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Task	Principal	Project Manager	Project Architect	Senior Designer	LEED AP	Cost/Spec	Cadd Tech	Clerical	Expenses
Meeting Preparation	1	3		6					
Public Meeting #1 (Schematic Design Phase)	4	4							250.00
Meeting Minutes / Documentation	1	3		3					
Total Fee Hours	6	10	0	9	0	0	0	0	
Hourly Rate	\$179.86	\$108.45	\$95.22	\$71.42	\$84.64	\$92.58	\$58.19	\$44.97	
<b>Subtotal Labor per Position</b>	<b>\$1,079.16</b>	<b>\$1,084.45</b>	<b>\$0.00</b>	<b>\$642.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>250.00</b>
<b>Labor Subtotal</b>	<b>\$2,806</b>								
<b>Expenses</b>	<b>\$250</b>								

<div> <div>Architectural</div> <div>STOA Architects</div> <div>..</div> <div>..</div> </div> <div>DESIGN</div>									
Task	Principal	Project Manager	Project Architect	Senior Designer	LEED AP	Cost/Spec	Cadd Tech	Clerical	Expenses
Existing Conditions Survey	1 Trip(s)	2	2						
Project Management	4	6							
Schematic Design		4	14	24					
Design Development		4	20	32					
Construction Documents		6	28	38					
Quality Control Review	4	4	4						
Design Review Meeting (2 Total)		6	8						
ROM Cost Estimating			24						
Construction Administration									
Site Visits Man Hours	2 Hours / Trip								
Shop Drawings / RFI									
Reproduction / Shipping	1 Submittal(s)								250.00
Total Fee Hours	8	32	100	94	0	0	0	0	
Hourly Rate	\$179.86	\$108.45	\$95.22	\$71.42	\$84.64	\$92.58	\$58.19	\$44.97	
Subtotal Labor per Position	\$1,438.88	\$3,470.24	\$9,522.00	\$6,713.01	\$0.00	\$0.00	\$0.00	\$0.00	250.00
Labor Subtotal	\$21,144								
Expenses	\$250								

Structural

Joe DeRuil

DESIGN

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..

Task	Project Manager	Senior Engineer	Engineer	EIT	Cost/Spec	Cadd Tech	Clerical	Expenses
Existing Conditions Survey0 Trips			2					
Project Management								
Charrette0 Trips								
Schematic Design		2						
Design Development		6		12				
Construction Documents		6		20				
Quality Control Review		2						
ROM Cost Estimating								
Construction Administration								
Site Visits Man Hours								
Travel Man Hours								
Airfare/Hotel/per Diem0 Trips								
Total Fee Hours	0	16	2	32	0	0	0	
Hourly Rate	\$179.86	\$145.48	\$105.80	\$79.35	\$92.58	\$58.19	\$44.97	
Subtotal Labor per Position	\$0.00	\$2,327.60	\$211.60	\$2,539.20	\$0.00	\$0.00	\$0.00	0.00
Labor Subtotal	\$5,078							
Expenses	\$0							

## Mechanical & Electrical DESIGN

Dell Consulting

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Task	Project Manager	Senior Engineer	Engineer	EIT	Cost/Spec	Cadd Tech	Clerical	Expenses
Existing Conditions Survey0 Trips		2		3				
Project Management								
Charrette								
Schematic Design		3		4				
Design Development		8		20				
Construction Documents		12		22				
Quality Control Review	2	3						
ROM Cost Estimating								
Construction Administration								
Site Visits Man Hours								
Travel Man Hours								
Airfare/Hotel/per Diem0 Trips								
Total Fee Hours	2	28	0	49	0	0	0	
Hourly Rate	\$179.86	\$145.48	\$105.80	\$79.35	\$92.58	\$58.19	\$44.97	
<b>Subtotal Labor per Position</b>	<b>\$359.72</b>	<b>\$4,073.30</b>	<b>\$0.00</b>	<b>\$3,888.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Labor Subtotal</b>	<b>\$8,321</b>							
<b>Expenses</b>	<b>\$0</b>							



Architectural  
STOA Architects

CONSTRUCTION ADMINISTRATION

..  
..

Task	Principal	Project Manager	Project Architect	Senior Designer	LEED AP	Cost/Spec	Cadd Tech	Clerical	Expenses
Construction Administration									
Site Visits 2 Hours / Trip		2	8						
Bidding / Shop Drawings / RFI		6	48						250.00
Total Fee Hours	0	8	56	0	0	0	0	0	
Hourly Rate	\$179.86	\$108.45	\$95.22	\$71.42	\$84.64	\$92.58	\$58.19	\$44.97	
Subtotal Labor per Position	\$0.00	\$867.56	\$5,332.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	250.00
Labor Subtotal	\$6,200								
Expenses	\$250								

Structural

Joe DeRuil

..

..

CONSTRUCTION ADMINISTRATION

Task	Project Manager	Senior Engineer	Engineer	EIT	Cost/Spec	Cadd Tech	Clerical	Expenses
Existing Conditions Survey 0 Trips								
Project Management								
Charrette 0 Trips								
Schematic Design								
Design Development								
Construction Documents								
Quality Control Review								
ROM Cost Estimating								
Construction Administration								
Site Visits 2 Hours / Trip		2						
Bidding / Shop Drawings / RFI		4						
Total Fee Hours	0	6	0	0	0	0	0	
Hourly Rate	\$179.86	\$145.48	\$105.80	\$79.35	\$92.58	\$58.19	\$44.97	
Subtotal Labor per Position	\$0.00	\$872.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Labor Subtotal	\$873							
Expenses	\$0							

**Mechanical & Electrical**

Dell Consulting

..

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**CONSTRUCTION ADMINISTRATION**

Task	Project Manager	Senior Engineer	Engineer	EIT	Cost/Spec	Cadd Tech	Clerical	Expenses
Existing Conditions Survey0 Trips								
Project Management								
Charrette								
Schematic Design								
Design Development								
Construction Documents								
Quality Control Review								
ROM Cost Estimating								
Construction Administration								
Site Visits2 Hours / Trip		4						
Bidding / Shop Drawings / RFI		8						
Airfare/Hotel/per Diem0 Trips								
Total Fee Hours	0	12	0	0	0	0	0	
Hourly Rate	\$179.86	\$145.48	\$105.80	\$79.35	\$92.58	\$58.19	\$44.97	
Subtotal Labor per Position	\$0.00	\$1,745.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor Subtotal	\$1,746							
Expenses	\$0							

PROJECT: **BEACHSIDE RESTROOMS AND BOARDWALK**

DATE: August 11, 2016

COUNTY ENGINEERING DESIGN NO.: PD 5-16.071

**PROPOSED BASE SERVICES SUMMARY**

TASK DESCRIPTION		CIVIL CONSULTANT JOB CLASSIFICATIONS AND WAGE RATES	CHIEF ENGINEER	PROJECT MANAGER	CADD / COMPUTER TECH.	CEI SENIOR INSPECTOR	SEN. SURVEYOR & MAPPER	SURVEY PARTY CHIEF	SURVEY INSTR. PERSON	SURVEY ROD PERSON	SUB-TOTAL HOURS	AMOUNT
			\$ 150.00	\$ 125.00	\$ 65.00	\$ 65.00	\$ 85.00	\$ 55.00	\$ 45.00	\$ 25.00		
<b><u>TASK 1: SURVEYING</u></b>												
TASK	DESCRIPTION											
1.1	Horizontal and Vertical Control					8	18	18			44	\$ 2,480.00
1.2	Boundary and Topographic Survey			6		2	10	10			28	\$ 1,560.00
1.3	Off-site R/W Survey for Utilities/Access			10		2	18	18			48	\$ 2,620.00
CIVIL CONSULTANT TASK 1 LABOR SUB-TOTAL		0	0	16	0	12	46	46	0		120	\$ 6,660.00
<b><u>TASK 2: PERMITTING AND DESIGN</u></b>												
TASK	DESCRIPTION											
2.1	FDEP Bureau of Beaches and Coastal Systems	4	16	10							30	\$ 3,250.00
2.2	Env. Resource Permitting: Stormwater (10/2 Doc)		6	6							12	\$ 1,140.00
2.3	Escambia County DRC Site Design and Permitting	1	6	8							15	\$ 1,420.00
2.4	ECUA Water and Sewer Design/Permitting	1	12	8							21	\$ 2,170.00
2.5	FDOT Safety Upgrade for Pedestrian Access	1	8	6							15	\$ 1,540.00
2.6	SRIA Permitting		2	2							4	\$ 380.00
CIVIL CONSULTANT TASK 2 LABOR SUB-TOTAL		7	50	40	0	0	0	0	0		97	\$ 9,900.00
<b><u>TASK 3: BIDDING THROUGH CLOSEOUT</u></b>												
TASK	DESCRIPTION											
3.1	Pre-bid Meeting		2		2						4	\$ 380.00
3.2	Response to RFI's; Issue Addenda		2	2	1						5	\$ 445.00
3.3	Bid Opening										0	\$ 0.00
3.4	Pre-Construction Meeting		2		2						4	\$ 380.00
3.5	Review / Approve Shop Drawings		2		2						4	\$ 380.00
3.6	Limited Inspection Services	1	8		20						29	\$ 2,450.00
3.7	Post-Construction As-Built Drawings and Certifications		2	4	6						12	\$ 900.00
CIVIL CONSULTANT TASK 3 LABOR SUB-TOTAL		1	18	6	33	0	0	0	0		58	\$ 4,935.00
CIVIL CONSULTANT TOTAL BASE SERVICES MANHOURS		8	68	62	33	12	46	46	0		275	

**TOTAL CIVIL CONSULTANT SERVICES FEE** **\$ 21,495.00**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10562**

**County Administrator's Report 10. 18.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Contract Award for East Johnson Stormwater Repair Project

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning a Contract Award for East Johnson Stormwater Repair Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Southern Utility Company, Inc., per the terms and conditions of PD 15-16.052, East Johnson Stormwater Repair Project, for a lump sum of \$238,043.

[Funding: Fund 352, FDOT LAP Agreement, Cost Center 210117, Object Code 56301, Project #16EN3454 - \$195,196;

Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #16EN3454 - \$42,847; Total \$238,043]

### **BACKGROUND:**

The East Johnson Avenue Stormwater Repair Project consists of repairing the storm sewer trunk line along East Johnson Avenue from Hitchcock Road to 600' east of Forge Lane that was damaged in the April 2014 flood event. This project consists of:

- Upsizing the existing trunk line to a single 30 inch pipe system to the outfall,
- Replacing the existing headwall located at the outfall with a new side drain mitered end section to increase safety,
- Upsizing the existing driveway culvert located at the outfall to a 30 inch pipe with mitered end sections,
- Providing ditch grading along the project,
- Plugging the existing curb inlet located on the south side of Johnson Ave, west of Airway Drive, to divert approximately 5 cubic feet per second to the existing Crystal Wells Regional Pond and eliminate the potential for pond discharges during severe storm events and
- Removing and replacing approximately 95 linear feet of sidewalk.

This is an FDOT Local Agency Program (LAP) Emergency Repair Project and will be

submitted to FDOT for reimbursement.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal in Monday, May 30, 2016. A Mandatory Pre-Solicitation Conference was held on Tuesday, June 14, 2016. Fifteen firms were represented at that meeting. Bids were received from six contractors on Thursday, July 7, 2016. Southern Utility Company, Inc. is the low bidder.

**BUDGETARY IMPACT:**

[Funding: Fund 352 FDOT LAP Agreement, Cost Center 210117, Object Code 56301, Project #16EN3454 \$195,196

Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #16EN3454 \$42,847

Total \$238,043]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form D: Road/Drainage, revised and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The East Johnson Avenue Stormwater Repair Project consists of repairing the storm sewer trunk line along East Johnson Avenue from Hitchcock Road to 600' east of Forge Lane that was damaged in the April 2014 flood event. This project consists of:

- Upsizing the existing trunk line to a single 30 inch pipe system to the outfall.
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Journal in Monday, May 30, 2016. A Mandatory Pre-Solicitation Conference was held on Tuesday, June 14, 2016. Fifteen firms were represented at that meeting. Bids were received from six contractors on Thursday, July 7, 2016. Southern Utility Company, Inc. is the low bidder.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form D: Road/Drainage, revised and approved by Kristin Hual, Assistant County Attorney and Purchase Order.

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**Attachments**

FDOT Signed Concurrence

Agreement

Recommendation to Award Determination Checklist

Bid Tab Recommended

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*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

July 19, 2016

Mr. Colby Brown, Program Director  
Public Works Department – Transportation & Traffic Division  
3363 West Park Place  
Pensacola, FL 32505

Subject: Letter of Concurrence  
Construction of East Johnson Ave Stormwater Repair Project  
FPID No. 436252-2-58-01

Dear Mr. Brown:

We have received the bid for the referenced project and concur with the County's recommendation to award to the lowest responsive bidder, Southern Utility Co., Inc.

Please provide at least two weeks' notice of the pre-construction meeting date. Also, as a reminder, supplemental agreements and/or change orders must be approved by the District Local Program Office prior to execution of any agreements.

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us).

Sincerely,

Dustin Castells  
District Local Program Administrator

Cc: Wanda Syfrett, District 3 EEO  
FDOT Milton Operations

**CONSTRUCTION CONTRACT**

**DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**SOUTHERN UTILITY COMPANY, INC.**

**PD 15-16.052 EAST JOHNSON STORMWATER REPAIR PROJECT**

**FORM D (MODIFIED): Road/Drainage**

**CONSTRUCTION CONTRACT DOCUMENTS  
FORM D**

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TITLE	SHEET NO. DATE
Key Sheet	1
General Notes	2
Summary of Pay Items	3
Proposed Plan/Profile	4 thru 6
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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND SOUTHERN UTILITY COMPANY, INC. FOR  
ROAD/DRAINAGE CONSTRUCTION CONTRACT  
DOCUMENTS.**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,** ("County"), hereby contracts with Southern Utility Company, Inc., to perform all work ("Work") in connection with PD 15-16.052, FDIP: 436252-2-58-1, Federal Project: E141-096-E, East Johnson Stormwater Repair Project ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS**

- A.** For the purpose of this Agreement, the "Contract Documents" shall mean this Agreement, including Amendments, 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. 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.
- B.** Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the Exhibits described in Section 6; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; and 6) the Solicitation Documents, including addenda. In case of any inconsistency or conflict among the provisions of the Agreement, including any amendments, and any other terms and conditions of any documents comprising the remaining Contract Documents, the provisions of the Agreement and any amendments shall control. In case of any inconsistency or conflict among the provisions of Exhibit A, General Terms and Conditions, and Exhibit H, Technical Specifications, the provisions of the Technical Specifications shall control.
- 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.
- D.** This is a Federal-Aid Project that shall be funded, in whole or in part, with federal funding. By executing this Agreement, Contractor agrees to comply with the Federal Aid Construction Contract requirements set forth in Form FHWA 1273, attached hereto as Exhibit K, and all applicable procedures, guidelines, manuals, standards and directives provided in the FDOT Local Agency Program Manual. The Contractor further agrees to include these requirements in all sub-contracts.

**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:

**Two Hundred Thirty Eight Thousand and Forty Three Dollars  
(\$238,043.00)**

### **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 **one hundred twenty (120)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **one hundred fifty (150)** calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$1,099.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.
- C.** Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D.** When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

#### **SECTION 6. EXHIBITS INCORPORATED**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions  
 Exhibit B: Form of Performance and Payment Bonds  
 Exhibit C: Insurance and Safety Requirements  
 Exhibit D: Form of Release and Affidavit  
 Exhibit E: Form of Contractor Application for Payment  
 Exhibit F: Form of Change Order  
 Exhibit G: Payment Adjustment - Bituminous Material  
 Exhibit H: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE	SHEET NO.	DATE
Key Sheet	1	
General Notes	2	
Summary of Pay Items	3	
Proposed Plan/Profile	4 thru 6	
Drainage Structure Sections	7 thru 11	
Miscellaneous Details	12 thru 14	
Driveway Details	15	

Exhibit I: Technical Specifications  
 County Technical Specifications w FDOT LAP Specs, February 1, 2015

Exhibit K: Federal Documents  
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, Florida 32505  
Attention: Nick Chavin

- B. All correspondence with the Contractor will be addressed to the following:

Southern Utility Company, Inc.  
2401 West Herman Street  
Pensacola, Florida 32514  
Attention: William D. Harris, President

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

#### **SECTION 8. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

#### **SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

#### **SECTION 10. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

#### **SECTION 11. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

#### **SECTION 12. ENTIRE AGREEMENT**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be

recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

### **SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

### **SECTION 14. PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Southern Utility Company, Inc. signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Southern Utility Company, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Its: William D. Harris, President

(Corporate Seal)

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency

By/Title: \_\_\_\_\_  
Date: 7/2/10



**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1.     INTENT OF CONTRACT DOCUMENTS**

- 1.1.     It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2.     If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3.     Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4.     "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

**Section 2.     INVESTIGATION AND UTILITIES**

- 2.1.     Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### **Section 3. SCHEDULE**

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

### **Section 4. PROGRESS PAYMENTS**

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

- 4.3.** If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4.** Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

#### **Section 5. PAYMENTS WITHHELD**

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

#### **Section 6. FINAL PAYMENT**

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

**Section 7. SUBMITTALS AND SUBSTITUTIONS**

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County

may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

#### **Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
  - 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
  - 8.1.2. Soil conditions which adversely affect the Work;
  - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
  - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
  - 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
  - 8.1.6. Description of Work being performed at the Project site;
  - 8.1.7. Any unusual or special occurrences at the Project site;
  - 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and



all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

#### **Section 9. CONTRACT TIME AND TIME EXTENSIONS**

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract

Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

**9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:**

**9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.**

**9.4.2. The weather was unusual as documented by supporting data.**

**9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).**

**9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.**

**Section 10. CHANGES IN THE WORK**

**10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.**

**10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.**

**10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.**

**10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual**

equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

#### **Section 11. CLAIMS AND DISPUTES**

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

#### **Section 12. OTHER WORK**

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

- 12.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

### **Section 13. INDEMNIFICATION AND INSURANCE**

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized

to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

#### **Section 14. COMPLIANCE WITH LAWS**

- 14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.



## **Section 15. CLEANUP AND PROTECTIONS**

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

## **Section 16. ASSIGNMENT**

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

## **Section 17. PERMITS, LICENSES AND TAXES**

- 17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

## **Section 18. TERMINATION FOR DEFAULT**

- 18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or

unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without

prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

#### **Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **Section 20. COMPLETION**

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this

section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

\_\_\_\_\_  
(Project Name and Address)

\_\_\_\_\_  
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 21. WARRANTY**

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

**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 possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this 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.

- The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

—

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of

Serial No., If Any:

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of \_\_\_\_\_ Surety. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_



BOND NO. \_\_\_\_\_

**PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)

\_\_\_\_\_ (hereinafter called the "Principal")

and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)

located at \_\_\_\_\_, a surety insurer  
(Insert address and phone number)

chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS,** Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for \_\_\_\_\_ the \_\_\_\_\_ purpose \_\_\_\_\_ of

\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of improvement.)

\_\_\_\_\_ said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered  
in the presence of:

**PRINCIPAL:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)  
Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

ATTEST:

Witness

Witness

Witnesses

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of \_\_\_\_\_ Surety. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, 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.



## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but

are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
  - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
  - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
- (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
  - (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
  - (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
  - (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
  - (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
  - (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
  - (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
  - (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
  - (15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records

shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_ [Corporate Seal]

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_

(AFFIX OFFICIAL SEAL)

\_\_\_\_\_  
(Signature)

Name:

(Legibly Printed)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_



**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_  
Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_

By:

*Engineer*

---

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.

**EXHIBIT H**

**WORKING DRAWINGS / PLANS PREPARED BY ENGINEER AND IDENTIFIED AS  
FOLLOWS:**

<b>TITLE</b>	<b>SHEET NO.</b>
Key Sheet	1
General Notes	2
Summary of Pay Items	3
Proposed Plan/Profile	4 thru 6
Drainage Structure Sections	7 thru 11
Miscellaneous Details	12 thru 14
Driveway Details	15



**EXHIBIT I**  
**TECHNICAL SPECIFICATIONS**

County Technical Specifications w FDOT LAP Specs, February 1, 2015

**EXHIBIT J**  
**SUPPLEMENTAL TERMS AND CONDITIONS**

NOT USED

## **EXHIBIT K**

### **FEDERAL DOCUMENTS**

- LAP Construction Contract Requirements
- LAP Certification of Current Capacity (FDOT Form# 525-010-46)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form # 375-030-32)
- Certification for Disclose of Lobbying Activities (FDOT Form# 375-030-33)
- Disclosure of Lobbying Activities (FDOT Form# 375-030-34)
- Non-Collusion Declaration and Compliance (FDOT Form# 575-060-13)
- Certification Regarding E-Verify System
- Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes
- Drug Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporation Identification

**LOCAL AGENCY PROGRAM  
CONSTRUCTION  
CONTRACT  
REQUIREMENTS**

**FOR**

**EAST JOHNSON AVENUE  
STORMWATER PROJECT**

**FPID: 436252-2-58-01**

**Federal Project: E141-096-E**

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**CERTIFICATION OF CURRENT CAPACITY (Checklist item # 5)**

The Local Agency or Owner shall ensure inclusion of Form # 525-010-46 (see Attachments) in the contract bid documents.

**CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)**

The Local Agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

**EQUIPMENT RENTAL RATES (Checklist Item # 12)**

Rental equipment required to perform extra work shall be paid for in accordance with the following:

**Equipment:**

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.



Equipment may include vehicles utilized only by Labor, as defined above.

**FHWA-1273 (Checklist Item # 13)**

Comply with the provisions contained in FHWA-1273. The FHWA-1273 dated May 1, 2012 is attached to this document. The Contractor is required to include FHWA-1273 in all subcontracts. An Electronic version is posted on the FDOT's website at the following URL address

<http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/FHWA1273.pdf>.

**LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)**

The Local Agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

**PREVAILING MINIMUM WAGE (Checklist Item # 26)**

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract is listed in Wage Rate Decision Number(s) **FL208**, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the United States Department of Labor website ([www.wdol.gov](http://www.wdol.gov)) and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

**PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)**

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

**PUBLICLY OWNED EQUIPMENT (Checklist Item # 30)**

Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

**SALVAGE CREDITS (Checklist Item # 31)**

The local agency cannot accept any credits for salvaged materials. The contractor is to take ownership and dispose of all materials that are not designated as the property of other parties, in

both roadway and structures, found on the right-of-way, and all material in structures designated for removal.

**STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)**

Materials or articles produced by Florida state forces shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

**STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)**

The local agency cannot provide materials. All materials must be provided by the contractor.

**SUSPENSION AND DEBARMENT (Checklist Item # 36)**

The Local Agency or Owner shall ensure inclusion of Form # 375-010-32 (see Attachments) in the contract bid documents.

**RECORDS RETENTION**

All records should be maintained for a period of seven (7) years after the completion of this contract.

# **ATTACHMENTS**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

575-010-49  
PRODUCTION SUPPORT  
12/09  
Page 1 of 2

CONFIDENTIAL

For bids to be received on July 7, 2016 2:00 P. M. (LST)  
(Letting Date)

Fill in your FDOT Vendor Number
VF _____
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2)                      \$ 233,374.00

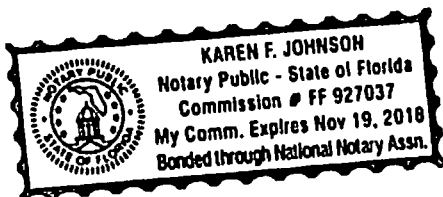
I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 7 day  
of July, 2016  
Karen F. Johnson

Southern Utility Co. Inc.  
NAME OF FIRM  
By: W. D. Harris  
President  
Title



# STATUS OF CONTRACTS ON HAND

DA-018-48  
PRODUCT SUPPORT  
1300  
Page 2 of 2

(Furnish complete information about all your contracts, whether prime or subcontracts;  
whether in progress or awarded, but not yet begun; and regardless of whom contracted with )

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Hoil-Corp	\$ 164,689.00		\$ 5,000.00		\$ 5,000.00
YMCA Pensacola	\$ 98460.70		\$5,456.00		\$ 5,456.00
Dunnaway Well	\$ 479,325.00		\$ 112,776.00		\$ 112,776.00
Carriage Hill Tank	\$ 753,250.00		\$ 94,250.00		\$ 94,250.00
Clarity Point Memory	\$ 108,146.00		\$ 2,445.00		\$2,445.00
Audi Dealership	\$ 202,079.00		\$ 13,447.00		\$ 13,447.00
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS		
			233,379.00	TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	\$ 233,379.00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**  
(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

*William D. Harris*  
By: *W.D. Harris* Date: *7-11-16*  
Authorized Signature

Title: *PRESIDENT*

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

William D. Harris

By: W. D. Harris Date: 2-11-16 Authorized Signature

Title: PRESIDENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DISCLOSURE OF LOBBYING ACTIVITIES

375-000-01  
PROCUREMENT  
02/14

<b>1. Type of Federal Action:</b> a. contract b. grant <b>NONE</b> c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known:		
<b>6. Federal Department/Agency:</b> _____ _____ _____			<b>7. Federal Program Name/Description:</b> _____ _____ _____ CFDA Number, if applicable:		
<b>8. Federal Action Number, if known:</b> _____			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>			Signature: <u>W. D. Harris</u> Print Name: <u>William D Harris</u> Title: <u>President</u> Telephone No.: <u>850-438-1222</u> Date (mm/dd/yyyy): <u>07/11/2016</u>		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

575-080-13  
RIGHT OF WAY  
03/01  
PAGE 1 OF 3

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: E141-096-E  
MANAGING DISTRICT: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: ESCAMBIA  
BID LETTING OF: July 7, 2016 @ 2:pm 1st

I, William D. Harris, hereby  
declare that I am President of Southern Utility Co. Inc.  
of Pensacola Florida  
and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; 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) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

#### EXCEPTIONS

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct:

CONTRACTOR: (Seal)

BY: William D. Harris President  
NAME AND TITLE PRINTED  
BY: W. D. Harris  
SIGNATURE

WITNESS: [Signature]  
WITNESS: Karen Johnson

Executed on this 7 day of July, 2016

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

### Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

#### *Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or 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.

#### *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.

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11248, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. 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 take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



**d. 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.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 308 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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 – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification – Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. 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.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. 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 exceeding the \$25,000 threshold.

g. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to 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.

.....

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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 participating in covered transactions 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.

.....

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is 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 its bid or proposal that the participant 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 AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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 the participant 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, the participant 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 one 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 provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. 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.



## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Southern Utility Co. Inc

Business Name

By: W. D. Harris  
Signature

Name: William D Harris

Printed

Title: President

Printed

Date: 7/11/2016

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County Florida  
(print name of the public entity)
- by Willian D. Harris President  
(print individual's name and title)
- for Southern Utility Co. Inc  
(print name of entity submitting sworn statement)

whose business address is

2401 West Herman Street Pensacola Florida 32514

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
59-3076674

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

W. D. Harris  
(signature)

Sworn to and subscribed before me this 7 day of July, 20 16

Personally known William D. Harris

OR produced identification \_\_\_\_\_

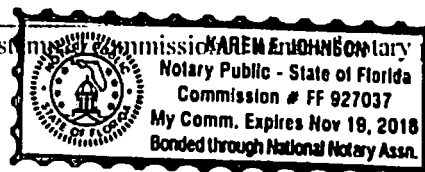
(Type of identification)

Karen I. Johnson

Notary Public - State of Florida

My commission expires 11-19-2018

(Printed typed or stamped name of commissionary) KAREN I. JOHNSON (public)



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
Southern Utility Co. Inc does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☒ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

W. D. Harris  
Offeror's Signature

July 7 2016

Date



**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

<b>Names of Officers:</b>	
President: <u>William D. Harris</u>	Secretary: <u>N/A</u>
Vice President: <u>Keith Chavis</u>	Treasurer: <u>N/A</u>
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):  
Southern Utility Co. Inc.  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**  
Post Office Box: 2055  
City, State Zip: Pensacola Florida 32514  
Street Address: 2401 west Harman St  
City, State, Zip: Pensacola florida 32514

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

Federal Identification Number: 59-3076674  
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: William D. Harris E-mail:  
denny@southernutility.net  
Telephone Number: 850-438-1222 Facsimile Number: \_\_\_\_\_

Name of individual who will sign the instrument on behalf of the company:  
William D. Harris

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

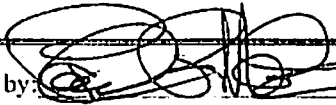
(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:  
President

END

(850) 488-9000

Verified by:



Date:

7/8/16

**EXHIBIT L**

**SOLICITATION DOCUMENTS INDEX**

East Johnson Stormwater Repair Project

Specification Number PD 15-16.052

FDIP: 436252-2-58-1

Federal Project: E141-096-E

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**East Johnson Stormwater Repair Project**

**Specification Number PD 15-16.052**

**FDIP: 436252-2-58-1**

**Federal Project: E141-096-E**

**BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, THURSDAY, July 7, 2016**

**Office of Purchasing, Room 11.101**

**213 Palafox Place, Pensacola, FL 32502**

**Matt Langley Bell III Building**

**Post Office Box 1591**

**Pensacola, FL 32591-1591**

**A Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on Tuesday, June 14, 2016 from 11:00 a.m. to 12:00 p.m. CDT. Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

**Board of County Commissioners**

**Grover Robinson, IV, Chairman**

**Wilson B. Robertson, Vice Chairman**

**Steven Barry**

**Douglas Underhill**

**Lumon J. May**

**From:**

**Claudia Simmons**

**Purchasing Manager**

**Assistance:**

**Paul Nobles CPPO, CPPB, FCN, FCCM**

**Senior Purchasing Coordinator**

**Office of Purchasing**

**2<sup>nd</sup> Floor, Matt Langley Bell, III Building**

**213 Palafox Place**

**Pensacola, FL 32502**

**Tel: (850) 595-4918**

**Fax: (850) 595-4805**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**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.**

ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
EAST JOHNSON STORMWATER REPAIR PROJECT  
SPECIFICATION PD 15-16.052  
FDIP: 436252-2-58-1  
Federal Project: E141-096-E

**HOW TO SUBMIT YOUR BID**

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.
- \* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LAP CERTIFICATION OF CURRENT CAPACITY (FDOT Form# 525-010-46)
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION. (FDOT Form # 375-030-32)
- CERTIFICATION FOR DISCLOSE OF LOBBYING ACTIVITIES (FDOT Form# 375-030-33)
- DISCLOSURE OF LOBBYING ACTIVITIES (FDOT Form# 375-030-34)
- NON-COLLUSION DECLARATION AND COMPLIANCE (FDOT Form# 575-060-13)
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, EAST JOHNSON STORMWATER REPAIR PROJECT, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

**HOW TO SUBMIT A NO BID**

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.  
DO NOT RETURN WITH YOUR BID**

**EAST JOHNSON STORMWATER REPAIR PROJECT**  
**PD 15-16.052**  
**FDIP: 436252-2-58-1**  
**Federal Project: E141-096-E**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION AND OFFER FORM**

### **SUBMIT OFFERS TO:**

**Paul Nobles, CPPO, CPPB, FCN, FCCM**  
**Senior Purchasing Coordinator**  
 Office of Purchasing, 2nd Floor, Room 11.101  
 213 Palafox Place, Pensacola, FL 32502  
 Post Office Box 1591, Pensacola, FL 32591-1591  
 Phone No: (850)595-4980 Fax No: (850) 595-4805

## **ESCAMBIA COUNTY FLORIDA**

### **Invitation to Bid**

**East Johnson Stormwater Repair Project**  
**Solicitation Number: PD 15-16.052**  
**FDIP: 436252-2-58-1**  
**Federal Project: E141-096-E**

## **SOLICITATION**

**MAILING DATE:** Tuesday, May 31, 2016

**PRE-BID CONFERENCE:** A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on Tuesday, June 14, 2016 from 11:00 a.m. to 12:00 p.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

**OFFERS WILL BE RECEIVED UNTIL:** 2:00 p.m., CDT, THURSDAY, July 7, 2016 and may not be withdrawn within 90 days after such date and time.

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

## **OFFER**

**(SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME:** \_\_\_\_\_

**REASON FOR NO OFFER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, ST. & ZIP:** \_\_\_\_\_

**PHONE NO.:** (\_\_\_\_) \_\_\_\_\_

**BID BOND ATTACHED \$** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

**(TYPED OR PRINTED)**

**\*\***

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER**  
**(MANUAL)**

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

## **Bid Form**

<b>Bid Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extension</b>
1	Mobilization	LS	1		
2	Relocate existing standard mailbox	EA	4		
3	Earthwork Fill, County Specs 2300	CY	50		
4	3" Top Soil	SY	3000		
5	Earthwork Establishing Grade, County Specs 2300	SY	3000		
6	Remove and Replace Unsuitable Materials	CY	500		
7	Construct 2" Thick Asphalt Flume	SY	10		
8	Lateral Pavement Patch (6" GAB)	SY	120		
9	Remove Existing Asphalt	SY	350		
10	Saw cut Existing Asphalt	LF	550		
11	Maintenance of Traffic (Includes Plan and Implementation)	LS	1		
12	6" Fiber Reinforced Concrete Driveway	SY	188		

Bid Item No.	Description	Unit	Quantity	Unit Price	Extension
13	5' Fiber Reinforced Concrete Sidewalk	LF	95		
14	Saw cut Existing Concrete	LF	50		
15	Remove Existing 4" Concrete	SY	42		
16	Misc. Concrete	CY	2.5		
17	Ditch Bottom Inlet, Type D (H, I, J, K, K1, M, P, Q)	EA	8		
18	Manhole with J-7, (4'x4') FDOT Structure Bottom (L)	EA	1		
19	Manhole w/ J-7, (3.5'x7') FDOT Structure Bottom (G)	EA	1		
20	Remove Ditch Bottom Inlet (including top and bottom)	EA	7		
21	30" HP DW HDPE Pipe	LF	1199		
22	30" RCP Pipe	LF	138		
23	30" RCP Side Drain MES	EA	3		
24	Pipe Removal	LF	1845		
25	Remove Existing Concrete Headwall	EA	1		
26	Remove Existing Sand Bag Headwall	EA	2		
27	Centipede Sod	SY	3000		
28	Adjust Existing Rip Rap (Includes 4" Bedding Stone and Geotextile Fabric	LS	1		
29	Silt Fence Type III	LF	1000		
30	Baled Hay or Straw	EA	50		
31	Erosion Control (Includes SWPPP Plan, Implementation, replacements, etc.)	LS	1		
32	Jobsite Board (for posting project information, permits, etc.)	EA	1		

Total Bid = \_\_\_\_\_

(TO BE FILLED IN)

### CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

### **SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Person to contact concerning this bid:

\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

County Permits/Fees required for this project:

Permit

Cost

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Person to contact for emergency service:

\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The work shall be substantially completed within **one hundred twenty (120)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above **one hundred fifty (150)** within **consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$1,099 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

**LOCAL AGENCY PROGRAM  
CONSTRUCTION  
CONTRACT  
REQUIREMENTS**

**FOR**

**EAST JOHNSON AVENUE  
STORMWATER PROJECT**

**FPID: 436252-2-58-01**

**Federal Project: E141-096-E**

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**CERTIFICATION OF CURRENT CAPACITY (Checklist item # 5)**

The Local Agency or Owner shall ensure inclusion of Form # 525-010-46 (see Attachments) in the contract bid documents.

**CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)**

The Local Agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

**EQUIPMENT RENTAL RATES (Checklist Item # 12)**

Rental equipment required to perform extra work shall be paid for in accordance with the following:

**Equipment:**

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.



Equipment may include vehicles utilized only by Labor, as defined above.

**FHWA-1273 (Checklist Item # 13)**

Comply with the provisions contained in FHWA-1273. The FHWA-1273 dated May 1, 2012 is attached to this document. The Contractor is required to include FHWA-1273 in all subcontracts. An Electronic version is posted on the FDOT's website at the following URL address

<http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/FHWA1273.pdf>.

**LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)**

The Local Agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

**PREVAILING MINIMUM WAGE (Checklist Item # 26)**

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract is listed in Wage Rate Decision Number(s) **FL208**, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the United States Department of Labor website ([www.wdol.gov](http://www.wdol.gov)) and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

**PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)**

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

**PUBLICLY OWNED EQUIPMENT (Checklist Item # 30)**

Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

**SALVAGE CREDITS (Checklist Item # 31)**

The local agency cannot accept any credits for salvaged materials. The contractor is to take ownership and dispose of all materials that are not designated as the property of other parties, in

both roadway and structures, found on the right-of-way, and all material in structures designated for removal.

**STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)**

Materials or articles produced by Florida state forces shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

**STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)**

The local agency cannot provide materials. All materials must be provided by the contractor.

**SUSPENSION AND DEBARMENT (Checklist Item # 36)**

The Local Agency or Owner shall ensure inclusion of Form # 375-010-32 (see Attachments) in the contract bid documents.

**RECORDS RETENTION**

All records should be maintained for a period of seven (7) years after the completion of this contract.

# **ATTACHMENTS**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-46  
PRODUCTION SUPPORT  
12/09  
Page 1 of 2

CONFIDENTIAL

For bids to be received on \_\_\_\_\_  
(Letting Date)

Fill in your FDOT Vendor Number

VF \_\_\_\_\_

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ \_\_\_\_\_

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

\_\_\_\_\_  
NAME OF FIRM

Sworn to and subscribed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

# STATUS OF CONTRACTS ON HAND

525-010-46  
PRODUCTION SUPPORT  
12/09  
Page 2 of 2

(Furnish complete information about all your contracts, whether prime or subcontracts;  
whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$0.00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**  
(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

**Instructions for Certification**

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

Title: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 04/14

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> _____ _____			<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b> _____			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

575-060-13  
RIGHT OF WAY  
05/01  
PAGE 1 OF 3

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
MANAGING DISTRICT: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_  
BID LETTING OF: \_\_\_\_\_

I, \_\_\_\_\_, hereby  
declare that I am \_\_\_\_\_ of \_\_\_\_\_  
of \_\_\_\_\_  
(NAME) (TITLE) (FIRM)  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; 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) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

**EXCEPTIONS:**

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: \_\_\_\_\_  
NAME AND TITLE PRINTED

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

WITNESS: \_\_\_\_\_

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

### *Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or 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.

### *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.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. 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 take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. 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.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. 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.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. 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 exceeding the \$25,000 threshold.

g. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to 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.

.....

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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 participating in covered transactions 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.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is 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 its bid or proposal that the participant 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 AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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 the participant 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, the participant 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 one 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 provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. 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.



## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

\_\_\_\_\_  
Business Name

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed

Title: \_\_\_\_\_  
Printed

Date: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

### **Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**



**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One)  
Yes or No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:** \_\_\_\_\_

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:** \_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.052, East Johnson Stormwater Repair Project, FPID: 436252-2-58-1, Federal Project: E141-096-E, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and EAST JOHNSON STORMWATER REPAIR PROJECT.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **Scope of Work**

#### **Description**

Project consists of repairing the storm sewer trunk line along East Johnson Avenue from Hitchcock Road to 600' east of Forge Lane that was damaged in the April 2014 flood event. This project consists of:

- Upsizing the existing trunk line to a single 30 inch pipe system to the outfall.
- Replacing the existing headwall located at the outfall with a new side drain mitered end section to increase safety.
- Upsizing the existing driveway culvert located at the outfall to a 30 inch pipe with mitered end sections.
- Providing ditch grading along the project.
- Plugging the existing curb inlet located on the south side of Johnson Ave, west of Airway Drive, to divert approximately 5 cubic feet per second to the existing Crystal Wells Regional Pond and eliminate the potential for pond discharges during severe storm events.
- Removing and replacing approximately 95 linear feet of sidewalk.

Utility Coordination will be required for this project as relocation of gas, phone, water, and sewer lines within the construction limits may be needed.

#### **Related Documents**

All roadway construction shall comply with the Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions.

All water work shall be done in accordance with the latest edition of ECUA's Engineering Manual.



### **Licenses/Certifications:**

Proposers are required to be pre-qualified in all work types required for the project. The technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the project, must be satisfied based on the following license requirements:

General Contractors or Underground Utility License  
Advanced Maintenance of Traffic Certification  
Certified Stormwater Management Inspector

### **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

### **3. Bonds**

#### **Performance and Payment Bonds**

The County shall require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

### **4. Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: [pnobles@myescambia.com](mailto:pnobles@myescambia.com). Last day for questions 5:00 p.m. CDT, Tuesday, June 21, 2016

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signature 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.

6. **Pre-Solicitation Conference**

A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on Tuesday, June 14, 2016 from 11:00 a.m. to 12:00 p.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of \$1,099 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

11. **Warranty**

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.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **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.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **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.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **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.)

20. **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.

## **Insurance Requirements**

### **21. Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, 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 nonownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.



New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing  
Coordinator  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **23. Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by

Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## Index of Documents

### **Standard Construction Contract Documents**

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at [www.co.escambia.fl.us/purchasing](http://www.co.escambia.fl.us/purchasing), must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

#### **Agreement Declaration (Revised as indicated by asterisk)**

- Section 1      \*B. Four (4) sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5      \*A. Substantially Complete in **120** calendar days  
                    Fully Complete and ready for Final Inspection in **150** calendar days  
                    \*B. Liquidated Damages at \$1,099.00 for each calendar day
- Section 6
- Section 7      \*A. Public Works/Engineering Department  
                    3363 West Park Place  
                    Pensacola, FL 32505  
                    Attn: Nick Chauvin
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

#### **Exhibits (Revised as indicated by asterisk)**

- A. General Terms and Conditions  
                    \*4.4 **Four (4)** copies of each Application for Payment
- B Form of Performance and Payment Bond
- C Insurance and Safety Requirements

## **EXHIBIT H**

**East Johnson Stormwater Repair Project  
Specification Number PD 15-16.052  
FDIP: 436252-2-58-1  
Federal Project: E141-096-E**

### **TECHNICAL SPECIFICATIONS**

**See Technical Specifications Folder on CD Rom**

## **EXHIBIT I**

**East Johnson Stormwater Repair Project  
Specification Number PD 15-16.052  
FDIP: 436252-2-58-1  
Federal Project: E141-096-E**

### **DRAWINGS & PLANS**

**See Drawings Folder on CD Rom**

**CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**FORM D: Road/Drainage**



**CONSTRUCTION CONTRACT DOCUMENTS  
FORM D**

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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR ROAD/DRAINAGE  
CONSTRUCTION CONTRACT DOCUMENTS.**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,** ("County"), hereby contracts with \_\_\_\_\_, to perform all work ("Work") in connection with \_\_\_\_\_ ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS**

- A. For the purpose of this Agreement, the "Contract Documents" shall mean this Agreement, including Amendments, 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. 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.
- B. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the Exhibits described in Section 6; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; and 6) the Solicitation Documents, including addenda. In case of any inconsistency or conflict among the provisions of the Agreement, including any amendments, and any other terms and conditions of any documents comprising the remaining Contract Documents, the provisions of the Agreement and any amendments shall control. In case of any inconsistency or conflict among the provisions of Exhibit A, General Terms and Conditions, and Exhibit H, Technical Specifications, the provisions of the Technical Specifications shall control.
- 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:

**[DESCRIBE CONTRACT AMOUNT]**

#### **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 \_\_\_\_\_ ( ) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within \_\_\_\_\_ ( ) 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 \_\_\_\_\_ ( ) 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, \$\_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- B. All correspondence with the Contractor will be addressed to the following:

**[INSERT NAME OF CONTRACTOR, ADDRESS AND  
NAME OF PERSON WITH HIS OR HER TITLE TO  
WHO'S ATTENTION THE NOTICE SHOULD BE SENT]**

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.



**SECTION 8. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 10. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

**SECTION 11. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 12. ENTIRE AGREEMENT**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**SECTION 14. PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow

access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and \_\_\_\_\_ signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_, a \_\_\_\_\_ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Its: President

(Corporate Seal)

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1.    INTENT OF CONTRACT DOCUMENTS**

- 1.1.    It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2.    If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3.    Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4.    "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

**Section 2.    INVESTIGATION AND UTILITIES**

- 2.1.    Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### **Section 3. SCHEDULE**

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

### **Section 4. PROGRESS PAYMENTS**

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4. Contractor shall submit \_\_\_\_\_ ( ) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.



Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

#### **Section 5. PAYMENTS WITHHELD**

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

#### **Section 6. FINAL PAYMENT**

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all

claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

**Section 7. SUBMITTALS AND SUBSTITUTIONS**

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the

proposed substitute.

- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

#### **Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 8.1.2. Soil conditions which adversely affect the Work;
- 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
- 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and

annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

#### **Section 9. CONTRACT TIME AND TIME EXTENSIONS**

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a

condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

**9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:**

**9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.**

**9.4.2. The weather was unusual as documented by supporting data.**

**9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).**

**9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.**

**Section 10. CHANGES IN THE WORK**

**10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.**

**10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.**

**10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.**

**10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon**

by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

#### **Section 11. CLAIMS AND DISPUTES**

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

#### **Section 12. OTHER WORK**

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

### **Section 13. INDEMNIFICATION AND INSURANCE**

- 13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance



companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

#### **Section 14. COMPLIANCE WITH LAWS**

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

## **Section 15. CLEANUP AND PROTECTIONS**

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

## **Section 16. ASSIGNMENT**

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

## **Section 17. PERMITS, LICENSES AND TAXES**

- 17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

## **Section 18. TERMINATION FOR DEFAULT**

- 18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

#### **Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **Section 20. COMPLETION**

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

\_\_\_\_\_  
(Project Name and Address)

\_\_\_\_\_  
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 21. WARRANTY**

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

**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 possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

## **Section 25. SUPERVISION AND SUPERINTENDENTS**

- 25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

## **Section 26. PROTECTION OF WORK**

- 26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## **Section 27. EMERGENCIES**

- 27.1. In the event of an emergency affecting the safety or protection of persons or the Work or

property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

#### **Section 28. USE OF PREMISES**

- 28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

#### **Section 29. SAFETY**

- 29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
  - 29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners

when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

- 29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

**Section 30. PROJECT MEETINGS**

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_.

\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligees for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligees.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

Witness

Witness

Witnesses

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ 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: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

SURETY: \_\_\_\_\_  
(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)  
OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_



BOND NO. \_\_\_\_\_

**PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)  
\_\_\_\_\_ (hereinafter called the "Principal")  
and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)  
located at \_\_\_\_\_, a surety insurer  
(Insert address and phone number)  
chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business  
in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia  
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called  
the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for  
payment of which we bind ourselves, our heirs, our personal representatives, our successors and our  
assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract  
No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects  
thereto)

for \_\_\_\_\_ the \_\_\_\_\_ purpose \_\_\_\_\_ of  
\_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of  
improvement.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for  
construction of \_\_\_\_\_, the contract being made a part of this bond by  
reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida  
Statutes, supplying Principal with labor, materials, or supplies, used directly or  
indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

## **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: \_\_\_\_\_  
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.

#### **ENDORSEMENTS/ADDITIONAL INSURANCE**

If checked below, the County requires the following endorsements or additional types of insurance.

- ☐ **TERMINATION/ADVERSE CHANGE ENDORSEMENT**  
All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.
- ☐ **PROPERTY COVERAGE FOR LEASES**  
The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.  
  
Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property
- ☐ **COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE**  
Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$\_\_\_\_\_ is required by the County for this agreement or contract.
- ☐ **LIQUOR LIABILITY**  
In anticipation of alcohol being served, the Contractor shall provide evidence of coverage



for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **OWNERS PROTECTIVE LIABILITY COVERAGE**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **BUILDERS RISK COVERAGE**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **INSTALLATION FLOATER COVERAGE**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **MOTOR TRUCK CARGO COVERAGE**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **CONTRACTOR'S EQUIPMENT COVERAGE**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred.

☐ **FIDELITY/DISHONESTY COVERAGE - FOR EMPLOYER**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the

Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **FIDELITY/DISHONESTY/LIABILITY COVERAGE - FOR COUNTY**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **GARAGE LIABILITY COVERAGE**

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **GARAGEKEEPERS COVERAGE (LEGAL LIABILITY FORM)**

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

☐ **GARAGEKEEPERS COVERAGE (DIRECT-EXCESS FORM)**

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

☐ **WATERCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity.

☐ **UNITED STATES LONGSHOREMEN AND HARBORWORKERS ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures, which may arise from this agreement or contract.

☐ **JONES ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

☐ **AIRCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising

out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \$\_\_\_,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

☐ **POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

☐ **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE**

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.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off" hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
  - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
  - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
- (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not

be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
  - (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
  - (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
  - (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
  - (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
  - (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
  - (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

- (14)** The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.



**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_ [Corporate Seal]

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My

Commission

Expires:

—

(Signature)

Name:

\_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_  
Date: \_\_\_\_\_ Dated \_\_\_\_\_  
To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted

to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
*Contractor*

By: \_\_\_\_\_  
*Engineer*

By: \_\_\_\_\_  
*Owner*

**EXHIBIT G**  
**PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.**

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
  - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
  - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
  - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
  - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
  - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:  
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)  
Pb ' Bid unit price for Bituminous Material.  
Id ' Asphalt Price Index during the month in which the material is incorporated into the project.  
Ib ' Asphalt Price Index during the month in which bids were received for this contract.
  - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
  - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.



**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)**

**SECTION 1**

**- GENERAL INFORMATION SECTION -**

Description: East Johnson Avenue Stormwater Repair Project

Bid Number: PD 15-16.052

Opening Date/Time: July, 2016 at 2:00 p.m.

Purchasing Agent: Paul Nobles

Client Department: Public Works - Engineering Dept. Director/Designee: Joy Jones

Protest Information: \_\_\_\_\_

**Note: Purchasing will advise of any Protest(s)**

Requisition # N/A Verify

Fund: Fund 352 "LOST III" Verify

Cost Center: 210117 Verify

Object Code: 56301 Verify

Project Number: 16EN3454 Verify

*Robin Lambert*

Digitally signed by Robin A Lambert  
DN: cn=Robin A Lambert, o=Public  
Works, ou=Engineering,  
email=rlambert@myescambia.com,  
c=US  
Date: 2016.07.19 16:18:09 -05'00'

**Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation** ☒ Yes ☐ No

**Note: Attachments to Requisition shall Reference PD #** 15-16.052

Comments Applicable to General Information Section:

**SECTION 2**

**- RECOMMENDED AWARD SECTION -**

**(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Recommend awarding the bid to Southern Utility Co., Inc. for the base bid amount of \$238,043.00

Nicolas Chauvin Unit Price Extensions Checked by: *Nicolas Chauvin*  
(Signature)

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description: \_\_\_\_\_

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

Purchasing ☐ Yes ☐ No Client Department ☐ Yes ☒ No

If Yes, Please Document in Space Provided: \_\_\_\_\_

**SECTION 3**

**-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: *Joy Jones* 7/19/16  
(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval \_\_\_\_\_  
(Signature)

**Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR)  
Consent Agenda**

# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: East Johnson Stormwater Repair Project BID # PD 15-16.052							
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 07/07/2016 Bid Opening Location: Rm 11.407  <b>NAME OF BIDDER</b>	Cover Sheet/Acknowled	Bid Bond or Check	LAP Documents 525-010-46 375-030-32 375-030-33 375-030-34 575-060-13	E-Verify	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Southern Utility Company, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$238,043.00
Chavers Construction Inc	Yes	Yes	All except 375-030-34	Yes	Yes	Yes	Yes	Yes	\$277,053.00
Site and Utility LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$286,878.00
Roberson Excavation Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$403,464.90
BKW Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$446,044.67
Roads Inc of NWF	Yes	Yes	No	No	Yes	Yes	Yes	Yes	\$491,409.71
BIDS OPENED BY:		Paul Nobles, CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator					DATE: 07/07/2016		
BIDS TABULATED BY:		Angie Holbrook, Purchasing Associate					DATE: 07/07/2016		
BIDS WITNESSED BY:		Angie Holbrook, Purchasing Associate					DATE: 07/07/2016		

CAR  
DATE 09/01/2016

BOCC  
DATE 09/01/2016

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Southern Utility Company, Inc. per the terms and conditions of PD 15-16.052 for a lump sum of \$238,043.00.

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.



PRN/abh

Posted @ 9:33 a.m. CDT, 07/12/2016





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10558**

**County Administrator's Report 10. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Contract Award for CR 292A Gulf Beach Highway Drainage Repair Project

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Contract Award for CR 292A Gulf Beach Highway Drainage Repair Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 15-16.050, CR 292A Gulf Beach Highway Drainage Repair Project, for a lump sum of \$273,190.

[Funding: Fund 352, FDOT LAP Agreement, Cost Center 210118, Object Code 56301, Project #16EN3462 \$224,016;  
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #16EN3462 \$49,174; Total \$273,190]

### **BACKGROUND:**

The CR 292A Gulf Beach Highway Drainage Repair Project consists of repairing failures along a storm sewer pipe on Gulf Beach Highway between Ponte Verde Road and Longwood Drive Hitchcock Road that occurred during the April 2014 flood event. Repairs include, but are not limited to:

- Removing and Replacing approximately 930 LF of storm sewer pipe
- Removing and Replacing approximately (4) ditch bottom inlets
- Removing and Replacing approximately 500 SY of concrete driveway and
- Removing and Replacing approximately 800 LF of sidewalk

This is an FDOT Local Agency Program (LAP) Emergency Repair Project and will be submitted to FDOT for reimbursement.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News

Journal in Tuesday, May 31, 2016. A Mandatory Pre-Solicitation Conference was held on Tuesday, June 14, 2016. Twelve firms were represented at that meeting. Bids were received from four contractors on Wednesday, July 6, 2016. Site and Utility, LLC is the low bidder.

**BUDGETARY IMPACT:**

[Funding: Fund 352, FDOT LAP Agreement, Cost Center 210118, Object Code 56301, Project #16EN3462 \$224,016  
Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #16EN3462 \$49,174  
Total \$273,190]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form D: Road/Drainage, revised and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The CR 292A Gulf Beach Highway Drainage Repair Project consists of repairing failures along a storm sewer pipe on Gulf Beach Highway between Ponte Verde Road and Longwood Drive Hitchcock Road that occurred during the April 2014 flood event.

Repairs include, but are not limited to:

Removing and Replacing approximately 930 LF of storm sewer pipe

Removing and Replacing approximately (4) ditch bottom inlets

Removing and Replacing approximately 500 SY of concrete driveway and

Removing and Replacing approximately 800 LF of sidewalk

This is an FDOT Local Agency Program (LAP) Emergency Repair Project and will be submitted to FDOT for reimbursement.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal in Tuesday, May 31, 2016. A Mandatory Pre-Solicitation Conference was held on Tuesday, June 14, 2016. Twelve firms were represented at that meeting. Bids were received from four contractors on Wednesday, July 6, 2016. Site and Utility, LLC is the low bidder.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form D: Road/Drainage, revised and approved by Kristin Hual, Assistant County Attorney and Purchase Order.

---

## **Attachments**

Recommendation to Award Determination Checklist

FDOT Signed Concurrence

Bid Tabulation

Agreement

---

**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)**

**SECTION 1**

**- GENERAL INFORMATION SECTION -**

Description: CR 292A Gulf Beach Highway Drainage Repair Project

Bid Number: PD 15-16.050

Opening Date/Time: July 6, 2016 at 2:00 p.m.

Purchasing Agent: Paul Nobles

Client Department: Public Works - Engineering

Dept. Director/Designee: Joy Jones

Protest Information: \_\_\_\_\_

**Note: Purchasing will advise of any Protest(s)**

Requisition # N/A Verify

Fund: Fund 352 "LOST III" Verify

Cost Center: 210118 Verify

Object Code: 56301 Verify

Project Number: 16EN3462 Verify

  
Digitally signed by Robin A Lambert  
DN: cn=Robin A Lambert, o=Public  
Works, ou=Engineering,  
email=rlambert@myescambia.com,  
c=US  
Date: 2016.07.19 16:17:08 -0500

**Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation** ☒ Yes ☐ No  
**Note: Attachments to Requisition shall Reference PD #** 15-16.050

Comments Applicable to General Information Section:

**SECTION 2**

**- RECOMMENDED AWARD SECTION -**

**(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Recommend awarding the bid to Site & Utility, LLC for the base bid amount of \$273,190.00

Nicolas Chauvin

Unit Price Extensions Checked by: 

(Signature)

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description: \_\_\_\_\_

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

Purchasing ☐ Yes ☐ No Client Department ☐ Yes ☒ No

If Yes, Please Document in Space Provided: \_\_\_\_\_

**SECTION 3**

**-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval:  7/19/16

(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval \_\_\_\_\_

(Signature)

**Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR)  
Consent Agenda**



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

July 19, 2016

Mr. Colby Brown, Program Director  
Public Works Department – Transportation & Traffic Division  
3363 West Park Place  
Pensacola, FL 32505

Subject: Letter of Concurrence  
Construction of CR 292A Gulf Beach Hwy Drainage Repair Project  
FPID No. 436251-2-58-01

Dear Mr. Brown:

We have received the bid for the referenced project and concur with the County's recommendation to award to the lowest responsive bidder, Site and Utility, LLC.

Please provide at least two weeks' notice of the pre-construction meeting date. Also, as a reminder, supplemental agreements and/or change orders must be approved by the District Local Program Office prior to execution of any agreements.

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at [dustin.castells@dot.state.fl.us](mailto:dustin.castells@dot.state.fl.us).

Sincerely,

A handwritten signature in blue ink, appearing to read "Dustin Castells", is written over a faint, larger version of the signature.

Dustin Castells  
District Local Program Administrator

Cc: Wanda Syfrett, District 3 EEO  
FDOT Milton Operations



# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: CR292A Gulf Beach Highway Drainage Repair Project BID # PD 15-16.050							
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 07/06/2016 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	LAP Documents 525-010-46 375-030-32 375-030-33 375-030-34 575-060-13	E-Verify	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
<b>NAME OF BIDDER</b>									
Site and Utility LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$273,190.00
Southern Utility Co Inc	Yes	Yes	Only 525-010-46	Yes	Yes	Yes	Yes	Yes	\$353,848.00
BKW Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$399,990.23
Chavers Construction	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$401,340.00
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator						DATE: 07/06/2016		
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate						DATE: 07/06/2016		
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate						DATE: 07/06/2016		

**CAR**  
**DATE 08/04/16**

**BOCC**  
**DATE 08/04/16**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Site and Utility, LLC, per the terms and conditions of PD 15-16.050, CR 292A Gulf Beach Highway Drainage Repair Project, for a lump sum of \$273,190.00.

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.  
Notes:

Note: A "No Bid" was submitted by Robertson Excavation, Inc.

Posted @ 4:00 p.m. CDT, 07/06/2016

  
PRN/abh

**CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**SITE AND UTILITY, LLC**

**PD 15-16.050, CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT**

**FORM D (MODIFIED): Road/Drainage**

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TITLE	SHEET NO.      DATE
Index of Plans	
Overall Plan and General Notes	1

Gulf Beach Highway	3
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**Exhibit I/Technical Specifications**

**County Technical Specifications w FDOT LAP Specs, February 1, 2015**

**Exhibit J/Supplemental Terms and Conditions**

**Exhibit K/Federal Documents (if applicable)**

**Exhibit L/Solicitation Documents Index**

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND SITE AND UTILITY, LLC FOR ROAD/DRAINAGE  
CONSTRUCTION CONTRACT DOCUMENTS.**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,** ("County"), hereby contracts with Site and Utility, LLC, to perform all work ("Work") in connection with PD 15-16.050, FDIP: 436251-2-58-01, Federal Project: E141-084-E, CR 292A Gulf Beach Highway Drainage Repair Project ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS**

- A.** For the purpose of this Agreement, the "Contract Documents" shall mean this Agreement, including Amendments, 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. 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.
- B.** Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the Exhibits described in Section 6; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; and 6) the Solicitation Documents, including addenda. In case of any inconsistency or conflict among the provisions of the Agreement, including any amendments, and any other terms and conditions of any documents comprising the remaining Contract Documents, the provisions of the Agreement and any amendments shall control. In case of any inconsistency or conflict among the provisions of Exhibit A, General Terms and Conditions, and Exhibit H, Technical Specifications, the provisions of the Technical Specifications shall control.
- 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.
- D.** This is a Federal-Aid Project that shall be funded, in whole or in part, with federal funding. By executing this Agreement, Contractor agrees to comply with the Federal Aid Construction Contract requirements set forth in Form FHWA 1273, attached hereto as Exhibit K, and all applicable procedures, guidelines, manuals, standards and directives provided in the FDOT Local Agency Program Manual. The Contractor further agrees to include these requirements in all sub-contracts.

**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:

**Two Hundred Seventy Three Thousand One Hundred Ninety Dollars**

**(\$273,190.00)**

### **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 **one hundred twenty (120)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **one hundred fifty (150)** 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, \$958.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

#### **SECTION 6. EXHIBITS INCORPORATED**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance and Safety Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Payment Adjustment - Bituminous Material
Exhibit H:	Plans & Standard Details prepared by or for County and Identified as follows:
	TITLE SHEET NO. DATE
	Index of Plans
	Overall Plan and General Notes 1
	Gulf Beach Highway 3
	Gulf Beach Highway 4
	Construction Details 31
Exhibit I:	Technical Specifications
	County Technical Specifications w FDOT LAP Specs, February 1, 2015
Exhibit K:	Federal Documents
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, Florida 32505  
Attention: Nick Chavin

- B. All correspondence with the Contractor will be addressed to the following:

Site and Utility, LLC  
17 West Maxwell Street  
Pensacola, Florida 32501  
Attention: Robert K. Godfrey, Jr., Vice 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.

execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

### **SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

### **SECTION 14. PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Site and Utility, LLC signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Site and Utility, LLC, a Florida Corporation, authorized to do business in the State of Florida.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Its: President

Date: \_\_\_\_\_

(Corporate Seal)

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1.     INTENT OF CONTRACT DOCUMENTS**

- 1.1.     It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2.     If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3.     Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4.     "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

**Section 2.     INVESTIGATION AND UTILITIES**

- 2.1.     Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### **Section 3. SCHEDULE**

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

### **Section 4. PROGRESS PAYMENTS**

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no



earlier than thirty (30) days after Commencement Date.

- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

#### **Section 5. PAYMENTS WITHHELD**

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

#### **Section 6. FINAL PAYMENT**

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

**Section 7. SUBMITTALS AND SUBSTITUTIONS**

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County

may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

#### **Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
  - 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
  - 8.1.2. Soil conditions which adversely affect the Work;
  - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
  - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
  - 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
  - 8.1.6. Description of Work being performed at the Project site;
  - 8.1.7. Any unusual or special occurrences at the Project site;
  - 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and

all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

#### **Section 9. CONTRACT TIME AND TIME EXTENSIONS**

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract

Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

**9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:**

**9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.**

**9.4.2. The weather was unusual as documented by supporting data.**

**9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).**

**9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.**

**Section 10. CHANGES IN THE WORK**

**10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.**

**10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.**

**10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.**

**10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual**

equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

#### **Section 11. CLAIMS AND DISPUTES**

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

#### **Section 12. OTHER WORK**

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.



- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

### **Section 13. INDEMNIFICATION AND INSURANCE**

- 13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized

to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

#### **Section 14. COMPLIANCE WITH LAWS**

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**Section 15. CLEANUP AND PROTECTIONS**

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

**Section 16. ASSIGNMENT**

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

**Section 17. PERMITS, LICENSES AND TAXES**

- 17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

**Section 18. TERMINATION FOR DEFAULT**

- 18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or

unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without

prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

#### **Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **Section 20. COMPLETION**

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this

section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

---

(Project Name and Address)

---

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 21. WARRANTY**

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

**Section 22. PROJECT LAYOUT AND CONTROL**

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.



- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

### **Section 23. TESTS AND INSPECTIONS**

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

**Section 24. DEFECTIVE WORK**

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related

thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

## **Section 25. SUPERVISION AND SUPERINTENDENTS**

- 25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

## **Section 26. PROTECTION OF WORK**

- 26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## **Section 27. EMERGENCIES**

- 27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

## **Section 28. USE OF PREMISES**

- 28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

## **Section 29. SAFETY**

- 29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
  - 29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or

to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

**29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

**29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

### **Section 30. PROJECT MEETINGS**

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Insert name, address, and phone number of contractor), as  
Principal, and

\_\_\_\_\_  
\_\_\_\_\_, (Insert full name, home office address and phone  
number of surety) as Surety, are held and firmly bound unto the Board of County  
Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-  
1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof we bind ourselves, our  
heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly  
by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, with Obligee for Contract  
No. \_\_\_\_\_,

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general  
description of improvement) in accordance with drawings and specifications, which contract is  
by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;  
and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that  
Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract  
applicable to the work and materials, then this bond is void; otherwise it remains  
in full force; and
4. Principal understands and agrees that this bond shall remain in full force and  
effect throughout the two (2) year warranty period after substantial completion of  
the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions  
of time, alterations or additions to the terms of the Contract or other work to be performed  
hereunder, or the specifications referred to therein shall in anywise affect its obligation under this  
bond, and it does hereby waive notice of any such changes, extensions of time, alterations or  
additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligees for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligees.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

\_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of

Serial No., If Any:

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)



\_\_\_\_\_  
Witness (Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of \_\_\_\_\_ as Surety. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.  
My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)

\_\_\_\_\_ (hereinafter called the "Principal")

and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)

located at \_\_\_\_\_, a surety insurer  
(Insert address and phone number)

chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for \_\_\_\_\_ the \_\_\_\_\_ purpose \_\_\_\_\_ of

\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of improvement.)

\_\_\_\_\_ said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)  
Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of \_\_\_\_\_ Surety. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**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: Paul R. Nobles, 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.



## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but

are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
  - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
  - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
- (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
  - (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
  - (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
  - (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
  - (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
  - (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
  - (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
  - (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
  - (15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records

shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_

[Corporate Seal]

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_

(AFFIX OFFICIAL SEAL)

\_\_\_\_\_  
(Signature)

Name:

(Legibly Printed)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION



**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_  
Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
                    *Contractor*

By: \_\_\_\_\_

By: Engineer  
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:

$Pa = PbX(I_d - I_b)$  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.

I<sub>d</sub> = Asphalt Price Index during the month in which the material is incorporated into the project.

I<sub>b</sub> = 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.**

**EXHIBIT H**  
**WORKING DRAWINGS / PLANS PREPARED BY ENGINEER AND IDENTIFIED AS**  
**FOLLOWS:**

<b>TITLE</b>	<b>SHEET NO.</b>
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Overall Plan and General Notes	1
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**EXHIBIT I**  
**TECHNICAL SPECIFICATIONS**

County Technical Specifications w FDOT LAP Specs, February 1, 2015

**EXHIBIT J**  
**SUPPLEMENTAL TERMS AND CONDITIONS**

NOT USED



**EXHIBIT K**  
**FEDERAL DOCUMENTS**

- LAP Construction Contract Requirements
- LAP Certification of Current Capacity (FDOT Form# 525-010-46)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form # 375-030-32)
- Certification for Disclose of Lobbying Activities (FDOT Form# 375-030-33)
- Disclosure of Lobbying Activities (FDOT Form# 375-030-34)
- Non-Collusion Declaration and Compliance (FDOT Form# 575-060-13)
- Certification Regarding E-Verify System
- Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes
- Drug Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporation Identification

**LOCAL AGENCY PROGRAM  
CONSTRUCTION  
CONTRACT  
REQUIREMENTS**

**FOR**

**CR 292A GULF BEACH  
HIGHWAY DRAINAGE  
REPAIR PROJECT**

**FPID: 436251-2-58-01  
Federal Project: E141-084-E**

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**CERTIFICATION OF CURRENT CAPACITY (Checklist item # 5)**

The Local Agency or Owner shall ensure inclusion of Form # 525-010-46 (see Attachments) in the contract bid documents.

**CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)**

The Local Agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

**FHWA-1273 (Checklist Item # 13)**

Comply with the provisions contained in FHWA-1273. The FHWA-1273 dated May 1, 2012 is attached to this document. The Contractor is required to include FHWA-1273 in all subcontracts. An Electronic version is posted on the FDOT's website at the following URL address

<http://www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/FHWA1273.pdf>.

**LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)**

The Local Agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

**PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)**

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

**PUBLICLY OWNED EQUIPMENT (Checklist Item # 30)**

Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

**SALVAGE CREDITS (Checklist Item # 31)**

The local agency cannot accept any credits for salvaged materials. The contractor is to take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal.

**STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)**

Materials or articles produced by Florida state forces shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

**STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)**

The local agency cannot provide materials. All materials must be provided by the contractor.

**SUSPENSION AND DEBARMENT (Checklist Item # 36)**

The Local Agency or Owner shall ensure inclusion of Form # 375-010-32 (see Attachments) in the contract bid documents.

**RECORDS RETENTION**

All records should be maintained for a period of seven (7) years after the completion of this contract.

# **ATTACHMENTS**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LAP CERTIFICATION OF CURRENT CAPACITY

625-010-46  
PROGRAM MANAGEMENT  
10/09  
Page 1 of 2

CONFIDENTIAL

For bids to be received on 7/6/2016  
(Letting Date)

Fill in your FDOT Vendor Number VF _____ (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2)

s 2,033,061.87

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct

Sworn to and subscribed this 7 day  
of JULY, 20 16

Site and Utility, LLC

NAME OF FIRM

By: 

VICE PRESIDENT

Title



# STATUS OF CONTRACTS ON HAND

525-010-46  
PROGRAM MANAGEMENT  
12/00  
Page 2 of 2

(Furnish complete information about all your contracts, whether prime or subcontracts;  
whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Pensacola State College - Pensacola FL Lamar Studio	\$325,621.00	\$39,000.00	\$286,621.00		\$290,881.00
Smart Living, LLC - Cantonment, FL Sawyers Ridge	\$1,077,779.06	\$204,118.00	\$873,661.06	\$1,039,059.26	
IHMC - Pensacola, FL IHMC Building	\$463,770.15	\$45,000.00	\$418,770.15		\$109,861.97
Baptist Healthcare - Pace, FL Baptist MOB	\$415,699.50	\$69,000.00	\$346,699.50		\$229,175.92
Escambia County - Pensacola, FL North Point Culverts	\$381,160.00	\$233,330.00	\$147,830.00	\$59,942.39	
Escambia County - Pensacola, FL Glynn Broc Gutley & Cypress Point Sediment Removal	\$362,410.50	\$21,160.00	\$341,250.50	\$96,760.88	
Meridian Vista Del Mar, LLC - Pensacola, FL Vista Del Mar Condominiums	\$513,317.00	\$62,182.00	\$451,135.00		\$207,380.45
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$1,195,762.53	\$837,299.34
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$2,033,061.87

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**  
(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: Site and Utility, LLC

By:  Date: 7/6/2016

Authorized Signature

Title: Vice President

**Instructions for Certification**

- 1 By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment
- 3 The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
- 4 The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5 The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated
- 6 The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B 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
- 7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
- 9 Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

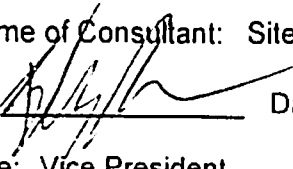
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

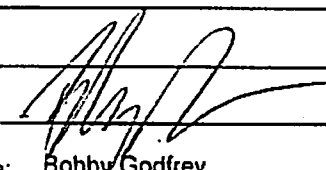
Name of Consultant: Site and Utility, LLC

By:  Date: 7/6/2016 Authorized Signature

Title: Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34  
PROCUREMENT  
C4114

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known:
<b>6. Federal Department/Agency:</b> _____ _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ _____ CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature:  Print Name: Bobby Godfrey Title: Vice President Telephone No.: 850-439-5734    Date (mm/dd/yyyy): 7-6-2016	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**575-060-13  
RIGHT OF WAY  
05/01  
PAGE 1 OF 3

ITEM/SEGMENT NO.: \_\_\_\_\_

F.A.P. NO.: E141-084-E

MANAGING DISTRICT: \_\_\_\_\_

PARCEL NO.: \_\_\_\_\_

COUNTY OF: EscambiaBID LETTING OF: 7/6/2016

I, Bobby Godfrey \_\_\_\_\_, hereby  
(NAME)  
declare that I am Vice President \_\_\_\_\_ of Site and Utility, LLC  
(TITLE) (FIRM)  
of 17 W Maxwell Street, Pensacola, FL 32501  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; 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) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.


CONTRACTOR: (Seal)

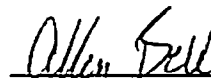
BY: Bobby Godfrey, Vice President

NAME AND TITLE PRINTED

BY: 

SIGNATURE

WITNESS: 

WITNESS: 

Executed on this 6 day of July, 2016

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

### Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

#### *Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or 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.

#### *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.



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 784), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. 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 take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



**d. 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.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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 – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. 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.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. 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 exceeding the \$25,000 threshold.

g. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to 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.

.....

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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 participating in covered transactions 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.

.....

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is 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 its bid or proposal that the participant 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 AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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 the participant 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, the participant 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 one 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 provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. 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.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - Cancellation, termination, or suspension of the contract, in whole or in part.



6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Site and Utility, LLC  
Business Name

By:   
Signature

Name: Bobby Godfrey  
Printed

Title: Vice- President  
Printed

Date: 7/6/2016

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County  
(print name of the public entity)  
by Bobby Godfrey, Vice President  
(print individual's name and title)  
for Site and Utility, LLC  
(print name of entity submitting sworn statement)  
whose business address is  
17 W. Maxwell Street, Pensacola, FL 32501  
and (if applicable) its Federal Employer Identification Number (FEIN) is:  
47-1364319  
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]  
(signature)

Sworn to and subscribed before me this 6 day of JULY, 20 16

Personally known Bobby Gentry

Deeann M. Parker  
Notary Public - State of Florida

OR produced identification       

My commission expires 4/20/19

        
(Type of identification)

Deeann M. Parker  
(Printed typed or stamped commissioned name of notary public)



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
Site and Utility, LLC does:


Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

  X   As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

       As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

  
\_\_\_\_\_  
Offeror's Signature

7/6/2016  
\_\_\_\_\_  
Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: L14000115743

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Allan Bell

Secretary: \_\_\_\_\_

Vice President: Bobby Godfrey

Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_

Director: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Name of Corporation (As used in Florida):

Site and Utility, LLC

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: 30136

City, State Zip: Pensacola, FL 32503

Street Address: 17 W Maxwell Street

City, State, Zip: Pensacola, FL 32501

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** 47-1364319  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** Bobby Godfrey **E-mail:**  
bobbygodfrey2@gmail.com  
**Telephone Number:** 850-439-5734 **Facsimile Number:** 850-344-9082

**Name of individual who will sign the instrument on behalf of the company:**  
Bobby Godfrey

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**  
Vice President

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT L**  
**SOLICITATION DOCUMENTS INDEX**

CR 292A Gulf Beach Highway Drainage Repair Project  
Specification Number PD 15-16.050  
FDIP: 436251-2-58-01  
Federal Project: E141-084-E

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**CR 292A Gulf Beach Highway Drainage Repair Project**

**Specification Number PD 15-16.050**

**FDIP: 436251-2-58-01**

**Federal Project: E141-084-E**

**BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, WEDNESDAY, July 6, 2016**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**A Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on Tuesday, June 14, 2016 from 10:00 a.m. to 11:00 a.m. CDT. Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

**Board of County Commissioners**

**Grover Robinson, IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Steven Barry  
Douglas Underhill  
Lumon J. May**

**From:  
Claudia Simmons  
Purchasing Manager**

**Assistance:**

**Paul Nobles CPPO, CPPB, FCN, FCCM  
Senior Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4918  
Fax: (850) 595-4805**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**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.**

ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT  
SPECIFICATION PD 15-16.050  
FDIP: 436251-2-58-01  
Federal Project: E141-084-E

**HOW TO SUBMIT YOUR BID**

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.
- \* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LAP CERTIFICATION OF CURRENT CAPACITY (FDOT Form# 525-010-46)
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION. (FDOT Form # 375-030-32)
- CERTIFICATION FOR DISCLOSE OF LOBBYING ACTIVITIES (FDOT Form# 375-030-33)
- DISCLOSURE OF LOBBYING ACTIVITIES (FDOT Form# 375-030-34)
- NON-COLLUSION DECLARATION AND COMPLIANCE (FDOT Form# 575-060-13)
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

**HOW TO SUBMIT A NO BID**

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.  
DO NOT RETURN WITH YOUR BID**

**CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT**

**PD 15-16.050**

**FDIP: 436251-2-58-01**

**Federal Project: E141-084-E**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION AND OFFER FORM**

ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

Paul Nobles, CPPO, CPPB, FCN, FCCM

Invitation to Bid

Senior Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

CR 292a Gulf Beach Highway Drainage Repair Project

213 Palafox Place, Pensacola, FL 32502

Solicitation Number: PD 15-16.050

Post Office Box 1591, Pensacola, FL 32591-1591

FDIP: 436251-2-58-01

Phone No: (850)595-4980 Fax No: (850) 595-4805

Federal Project: E141-084-E

### **SOLICITATION**

MAILING DATE: Tuesday, May 31, 2016

PRE-BID CONFERENCE: A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on Tuesday, June 14, 2016 from 10:00 a.m. to 11:00 a.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, WEDNESDAY, July 6, 2016 and may not be withdrawn within 90 days after such date and time.

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER**

(SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

BID BOND ATTACHED \$ \_\_\_\_\_

EMAIL: \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### **Bid Form**

Bid Item No.	Item	Unit	Quantity	Unit Price	Extension
1	Mobilization	EA	1		
2	Re-establish grades at existing swales and inlets	LS	1		
3	Dewatering, Well Point	LF	930		
4	Relocate Existing Mailbox	EA	7		
5	Remove and Replace Unsuitable Materials	CY	500		
6	Maintenance of Traffic (Includes Plan and Implementation)	LS	1		

Bid Item No.	Item	Unit	Quantity	Unit Price	Extension
7	6" 3000psi Fiber Reinforced Concrete Driveway	SY	500		
8	5' 3000psi Fiber Reinforced Concrete Sidewalk	LF	800		
9	Saw cut Existing Concrete	LF	500		
10	Remove Existing Concrete (Includes Existing Driveways and Existing Sidewalk)	SY	1000		
11	Misc. Concrete	CY	1		
12	Ditch Bottom Inlet with Double Traversable Slot , Type E (top and bottom)	EA	3		
13	Ditch Bottom Inlet With Single Traversable Slot, Type J with Type E Grate (top and bottom)	EA	1		
14	Remove Ditch Bottom Inlet (including top and bottom)	EA	4		
15	24" Perforated Double Wall HDPE Pipe (Includes Filter Gravel and Permeable Filter Fabric)	LF	150		
16	36" Perforated Double Wall HDPE Pipe (Includes Filter Gravel and Permeable Filter Fabric)	LF	780		
17	Pipe Removal	LF	930		
18	Centipede Sod	SY	2000		
19	Erosion Control (Including SWPPP Plan, Implementation, replacements, etc.)	LS	1		
20	Jobsite Board for posting project information, permits, etc.	EA	1		

**TOTAL BASE BID= \_\_\_\_\_**

**(TO BE FILLED IN)**

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Person to contact concerning this bid:  
\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Person to contact for emergency service:  
\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The work shall be substantially completed within **one hundred twenty (120)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above **one hundred fifty (150)** within **consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$958 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.



**LOCAL AGENCY PROGRAM  
CONSTRUCTION  
CONTRACT  
REQUIREMENTS**

**FOR**

**CR 292A GULF BEACH  
HIGHWAY DRAINAGE  
REPAIR PROJECT**

**FPID: 436251-2-58-01  
Federal Project: E141-084-E**

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**CERTIFICATION OF CURRENT CAPACITY (Checklist item # 5)**

The Local Agency or Owner shall ensure inclusion of Form # 525-010-46 (see Attachments) in the contract bid documents.

**CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)**

The Local Agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

**FHWA-1273 (Checklist Item # 13)**

Comply with the provisions contained in FHWA-1273. The FHWA-1273 dated May 1, 2012 is attached to this document. The Contractor is required to include FHWA-1273 in all subcontracts. An Electronic version is posted on the FDOT's website at the following URL address

<http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/FHWA1273.pdf>.

**LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)**

The Local Agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

**PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)**

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

**PUBLICLY OWNED EQUIPMENT (Checklist Item # 30)**

Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

**SALVAGE CREDITS (Checklist Item # 31)**

The local agency cannot accept any credits for salvaged materials. The contractor is to take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal.

**STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)**

Materials or articles produced by Florida state forces shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

**STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)**

The local agency cannot provide materials. All materials must be provided by the contractor.

**SUSPENSION AND DEBARMENT (Checklist Item # 36)**

The Local Agency or Owner shall ensure inclusion of Form # 375-010-32 (see Attachments) in the contract bid documents.

**RECORDS RETENTION**

All records should be maintained for a period of seven (7) years after the completion of this contract.

# **ATTACHMENTS**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-46  
PRODUCTION SUPPORT  
12/09  
Page 1 of 2

CONFIDENTIAL

For bids to be received on \_\_\_\_\_  
(Letting Date)

Fill in your FDOT Vendor Number VF _____ (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ \_\_\_\_\_

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

\_\_\_\_\_  
NAME OF FIRM

Sworn to and subscribed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

# STATUS OF CONTRACTS ON HAND

525-010-46  
PRODUCTION SUPPORT  
12/00  
Page 2 of 2

(Furnish complete information about all your contracts, whether prime or subcontracts;  
whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$0.00



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**  
(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

**Instructions for Certification**

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

Title: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 04/14

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

575-060-13  
RIGHT OF WAY  
05/01  
PAGE 1 OF 3

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
MANAGING DISTRICT: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_  
BID LETTING OF: \_\_\_\_\_

I, \_\_\_\_\_, hereby  
declare that I am \_\_\_\_\_ of \_\_\_\_\_  
of \_\_\_\_\_  
(NAME) (TITLE) (FIRM)  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; 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) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

**EXCEPTIONS:**

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: \_\_\_\_\_  
NAME AND TITLE PRINTED

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

WITNESS: \_\_\_\_\_

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

### *Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or 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.

### *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.

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. 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 take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**d. 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.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. 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.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. 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 exceeding the \$25,000 threshold.

g. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to 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.

.....

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:**

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 participating in covered transactions 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.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is 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 its bid or proposal that the participant 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 AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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 the participant 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, the participant 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 one 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 provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. 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.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

\_\_\_\_\_  
Business Name

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed

Title: \_\_\_\_\_  
Printed

Date: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(c), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**indicate which statement applies.**)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**attach a copy of the final order**)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Corporation (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on ON-LINE SOLICITATIONS

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**



**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.050, CR 292A Gulf Beach Highway Drainage Repair Project, FPID: 436251-2-58-01, Federal Project: E141-084-E, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **Description**

Project consists of repairing failures along a storm sewer pipe on Gulf Beach Highway between Ponte Verde Road and Longwood Drive Hitchcock Road that occurred during the April 2014 flood event. Repairs include, but are not limited to:

- Removing and Replacing approximately 400' of storm sewer pipe
- Removing and Replacing a ditch bottom inlet
- Removing and Replacing approximately 200 SY of concrete driveway
- Removing and Replacing approximately 300 LF of sidewalk

Utility Coordination will be required for this project as relocation of gas, phone, water, and sewer lines within the construction limits may be needed.

### **Related Documents**

All roadway construction shall comply with the Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions.

All water work shall be done in accordance with the latest edition of ECUA's Engineering Manual.

### **Licenses/Certifications:**

Proposers are required to be pre-qualified in all work types required for the project. The technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the project, must be satisfied based on the following license requirements:

General Contractors License or Underground Utility License  
Advanced Maintenance of Traffic Certification  
Certified Stormwater Management Inspector

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

**Performance and Payment Bonds**

The County shall require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: [prnobles@myescambia.com](mailto:prnobles@myescambia.com). Last day for questions 5:00 p.m. CDT, Tuesday, June 21, 2016

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signature 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.

6. **Pre-Solicitation Conference**

A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on Tuesday, June 14, 2016 from 10:00 a.m. to 11:00 a.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **\$958** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

11. **Warranty**

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

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **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.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **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.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **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.)

20. **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.

**Insurance Requirements**

21. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings"



may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

#### **General, 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 nonownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing  
Coordinator  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## Index of Documents

### **Standard Construction Contract Documents**

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at [www.co.escambia.fl.us/purchasing](http://www.co.escambia.fl.us/purchasing), must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

#### **Agreement Declaration (Revised as indicated by asterisk)**

- Section 1      \*B. Four (4) sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5      \*A. Substantially Complete in 120 calendar days  
Fully Complete and ready for Final Inspection in 150 calendar days  
\*B. Liquidated Damages at \$958.00 for each calendar day
- Section 6
- Section 7      \*A. Public Works/Engineering Department  
3363 West Park Place  
Pensacola, FL 32505  
Attn: Nick Chauvin
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

#### **Exhibits (Revised as indicated by asterisk)**

- A. General Terms and Conditions  
\*4.4 Four (4) copies of each Application for Payment
- B Form of Performance and Payment Bond
- C Insurance and Safety Requirements

## **EXHIBIT H**

**CR 292A Gulf Beach Highway Drainage Repair Project  
Specification Number PD 15-16.050**

**FDIP: 436251-2-58-01  
Federal Project: E141-084-E**

## **TECHNICAL SPECIFICATIONS**

**See Technical Specifications Folder on CD Rom**

## **EXHIBIT I**

**CR 292A Gulf Beach Highway Drainage Repair Project  
Specification Number PD 15-16.050**

**FDIP: 436251-2-58-01**

**Federal Project: E141-084-E**

## **DRAWINGS & PLANS**

**See Drawings Folder on CD Rom**

**CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**FORM D: Road/Drainage**



CONSTRUCTION CONTRACT DOCUMENTS  
FORM D

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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR ROAD/DRAINAGE  
CONSTRUCTION CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with \_\_\_\_\_, to perform all work ("Work") in connection with \_\_\_\_\_ ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS**

- A. For the purpose of this Agreement, the "Contract Documents" shall mean this Agreement, including Amendments, 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. 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.
- B. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the Exhibits described in Section 6; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; and 6) the Solicitation Documents, including addenda. In case of any inconsistency or conflict among the provisions of the Agreement, including any amendments, and any other terms and conditions of any documents comprising the remaining Contract Documents, the provisions of the Agreement and any amendments shall control. In case of any inconsistency or conflict among the provisions of Exhibit A, General Terms and Conditions, and Exhibit H, Technical Specifications, the provisions of the Technical Specifications shall control.
- 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:

**[DESCRIBE CONTRACT AMOUNT]**

#### **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 \_\_\_\_\_ ( ) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within \_\_\_\_\_ ( ) 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 \_\_\_\_\_ ( ) 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, \$\_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- B. All correspondence with the Contractor will be addressed to the following:

**[INSERT NAME OF CONTRACTOR, ADDRESS AND  
NAME OF PERSON WITH HIS OR HER TITLE TO  
WHO'S ATTENTION THE NOTICE SHOULD BE SENT]**

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

#### **SECTION 8. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

#### **SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

#### **SECTION 10. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

#### **SECTION 11. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

#### **SECTION 12. ENTIRE AGREEMENT**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

#### **SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

#### **SECTION 14. PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow



access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and \_\_\_\_\_ signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_, a \_\_\_\_\_ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Its: President

(Corporate Seal)

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1.     INTENT OF CONTRACT DOCUMENTS**

- 1.1.     It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2.     If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3.     Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4.     "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

**Section 2.     INVESTIGATION AND UTILITIES**

- 2.1.     Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### **Section 3. SCHEDULE**

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

### **Section 4. PROGRESS PAYMENTS**

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4. Contractor shall submit \_\_\_\_\_ ( ) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

#### **Section 5. PAYMENTS WITHHELD**

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

#### **Section 6. FINAL PAYMENT**

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all

claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

**Section 7. SUBMITTALS AND SUBSTITUTIONS**

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the



proposed substitute.

- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

#### **Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 8.1.2. Soil conditions which adversely affect the Work;
- 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
- 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and

annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

#### **Section 9. CONTRACT TIME AND TIME EXTENSIONS**

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a

condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

**9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:**

**9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.**

**9.4.2. The weather was unusual as documented by supporting data.**

**9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).**

**9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.**

**Section 10. CHANGES IN THE WORK**

**10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.**

**10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.**

**10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.**

**10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon**

by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

#### **Section 11. CLAIMS AND DISPUTES**

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

#### **Section 12. OTHER WORK**

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

- 12.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

### **Section 13. INDEMNIFICATION AND INSURANCE**

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance

companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

#### **Section 14. COMPLIANCE WITH LAWS**

- 14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.



**Section 15. CLEANUP AND PROTECTIONS**

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

**Section 16. ASSIGNMENT**

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

**Section 17. PERMITS, LICENSES AND TAXES**

- 17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

**Section 18. TERMINATION FOR DEFAULT**

- 18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

#### **Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **Section 20. COMPLETION**

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

---

(Project Name and Address)

---

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 21. WARRANTY**

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

**Section 22. PROJECT LAYOUT AND CONTROL**

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

**Section 23. TESTS AND INSPECTIONS**

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

**Section 24. DEFECTIVE WORK**

- 24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related

thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

#### **Section 25. SUPERVISION AND SUPERINTENDENTS**

- 25.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### **Section 26. PROTECTION OF WORK**

- 26.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **Section 27. EMERGENCIES**

- 27.1.** In the event of an emergency affecting the safety or protection of persons or the Work or



property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

#### **Section 28. USE OF PREMISES**

- 28.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

#### **Section 29. SAFETY**

- 29.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 29.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
  - 29.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 29.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners

when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

- 29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

**Section 30. PROJECT MEETINGS**

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

**BOND NO. \_\_\_\_\_**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS: That**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_  
\_\_\_\_\_, (Insert full name, home office address and phone number of surety) as Surety, are  
held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221  
Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors,  
personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with  
Obligee for Contract No. \_\_\_\_\_.

\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of  
improvement) in accordance with drawings and specifications, which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligor.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

Witness

Witness

Witnesses

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.  
My Commission Expires: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

SURETY: \_\_\_\_\_  
(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)  
OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)  
\_\_\_\_\_ (hereinafter called the "Principal")  
and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)  
located at \_\_\_\_\_, a surety insurer  
(Insert address and phone number)  
chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business  
in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia  
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called  
the "County") in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for  
payment of which we bind ourselves, our heirs, our personal representatives, our successors and our  
assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract  
No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects  
thereto)

for \_\_\_\_\_ the \_\_\_\_\_ purpose \_\_\_\_\_ of  
\_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of  
improvement.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for  
construction of \_\_\_\_\_, the contract being made a part of this bond by  
reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida  
Statutes, supplying Principal with labor, materials, or supplies, used directly or  
indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_



\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witnesses

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

#### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

#### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

#### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: \_\_\_\_\_  
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.

#### **ENDORSEMENTS/ADDITIONAL INSURANCE**

If checked below, the County requires the following endorsements or additional types of insurance.

- ☐ **TERMINATION/ADVERSE CHANGE ENDORSEMENT**  
All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.
- ☐ **PROPERTY COVERAGE FOR LEASES**  
The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.  
  
Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property
- ☐ **COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE**  
Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$\_\_\_\_\_ is required by the County for this agreement or contract.
- ☐ **LIQUOR LIABILITY**  
In anticipation of alcohol being served, the Contractor shall provide evidence of coverage

for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **OWNERS PROTECTIVE LIABILITY COVERAGE**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **BUILDERS RISK COVERAGE**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **INSTALLATION FLOATER COVERAGE**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **MOTOR TRUCK CARGO COVERAGE**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **CONTRACTOR'S EQUIPMENT COVERAGE**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred.

☐ **FIDELITY/DISHONESTY COVERAGE - FOR EMPLOYER**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the

Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **FIDELITY/DISHONESTY/LIABILITY COVERAGE - FOR COUNTY**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **GARAGE LIABILITY COVERAGE**

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **GARAGEKEEPERS COVERAGE (LEGAL LIABILITY FORM)**

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

☐ **GARAGEKEEPERS COVERAGE (DIRECT-EXCESS FORM)**

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

☐ **WATERCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity.

☐ **UNITED STATES LONGSHOREMEN AND HARBORWORKERS ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures, which may arise from this agreement or contract.

☐ **JONES ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

☐ **AIRCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising



out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \$\_\_\_,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

☐ **POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

☐ **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE**

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.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
  - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
  - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
- (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not

be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

- (14)** The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_ [Corporate Seal]

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My \_\_\_\_\_ Commission \_\_\_\_\_ Expires: \_\_\_\_\_

—

(Signature)

Name:

\_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_



**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_  
Date: \_\_\_\_\_ Dated \_\_\_\_\_  
To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted

to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
*Contractor*

By: \_\_\_\_\_  
*Engineer*

By: \_\_\_\_\_  
*Owner*

SAMPLE

**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(ld-lb) 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.

ld ' Asphalt Price Index during the month in which the material is incorporated into the project.

lb ' Asphalt Price Index during the month in which bids were received for this contract.
  - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
  - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10866**

**County Administrator's Report 10. 20.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Approve and Authorize the County Administrator to sign the Task Order-Based Continuing Contract with Butler & Associates of Pensacola, Inc., professional surveyor and mapper, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services) on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual and project basis]

#### **BACKGROUND:**

The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003, in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

#### **BUDGETARY IMPACT:**

Funds to be budgeted for on an annual and project basis.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract Form F, Consulting Services

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003, in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

**IMPLEMENTATION/COORDINATION:**

Upon receipt of post award compliance documentation and agreement signature, the Office of Purchasing shall notify the Department(s). The Office of Purchasing shall work with Department(s) in negotiation of Task Orders.

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**Attachments**

Agreement

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Butler & Associates of Pensacola, Inc.**

**For**

**Professional Services as Governed by Florida Statute 287.055  
(PD 02-03.79)**

**FORM F: CONSULTING SERVICES FOR TASK ORDERS**

**(Revised June 2016)**

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## **AGREEMENT**

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and Butler & Associates of Pensacola, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 59-2821868, and whose business address is, 2420 East Olive Road, Suite A, Pensacola, FL 32514, (hereinafter referred to as "Consultant").

### **WITNESSETH:**

**NOW, THEREFORE,** in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

## **ARTICLE 1** **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

### **1.1 BOARD OF COUNTY COMMISSIONERS:**

The Board of County Commissioners is the governing body of Escambia County, Florida.

### **1.2 CONSULTANT:**

Butler & Associates of Pensacola, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

### **1.3 CONTRACT ADMINISTRATOR:**

Whenever the term Contract Administrator is used herein, it is intended to mean Paul R. Nobles, CPPO, CPPB, Senior Purchasing Coordinator, Escambia County Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

### **1.4 COUNTY:**

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

### **1.5 NOTICE TO PROCEED:**

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected Butler & Associates of Pensacola, Inc., to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

**ARTICLE 3**  
**SCOPE OF SERVICES**

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

**ARTICLE 4**  
**ORDERING OF THE WORK**

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

**ARTICLE 5**  
**TIME FOR PERFORMANCE**

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

**ARTICLE 6**  
**COMPENSATION AND METHOD OF PAYMENT**

**6.1    COMPENSATION:**

(a)     The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the staff individual of user department and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b)     The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

**6.2    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.

**6.3    DIRECT EXPENSES:**

(a)     Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1.       Transportation expenses in connection with any task order.
2.       Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3.       Long distance communications and other miscellaneous communications expenses.
4.       Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5.       Cost of any software or hardware used or developed for any task order.

(b)     Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this

Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.5	Payment requisitions will be sent to:	Notices will be sent to:
	To Be Determined Per Task Order	County Administrator Escambia County Administrator 221 Palafox Place Pensacola, Florida 32502-1590 (850) 595-4900 (850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

William T. Butler, President  
Butler & Associates of Pensacola, Inc.  
2420 East Olive Road, Suite A  
Pensacola, FL 32514

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.



**ARTICLE 7**  
**ADDITIONAL SERVICES AND**  
**CHANGES IN SCOPE OF SERVICES**

7.1 The County or the Consultant 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 procurement policies of Escambia 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.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

7.3 The County shall have authority to order extensions in the Consultant's schedule for completion of the Scope of Work of individual project task orders by providing written notice to the Consultant.

**ARTICLE 8**  
**COUNTY'S RESPONSIBILITIES**

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of

the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

## **ARTICLE 9**

### **CONSULTANT'S RESPONSIBILITIES**

#### **9.1 QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

#### **9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

**ARTICLE 10**  
**GENERAL CONDITIONS**

**10.1 OWNERSHIP OF DOCUMENTS**

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

**10.2 SUSPENSION OR TERMINATION OF WORK:**

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

**10.3 RECORDS:**

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record

complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**  
**Office of the County Administrator**  
**221 Palafox Place, Suite 420**  
**Pensacola, Florida 32502**  
**(850) 595-4947**

**10.4 NO CONTINGENT FEES:**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the

contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### 10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

#### 10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

#### 10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

## 10.8 INSURANCE:

The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement 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 the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant



sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

#### 10.13 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.

#### 10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

#### 10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

#### 10.16 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

#### 10.17 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.

#### 10.18 INTERPRETATION:

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

- (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error,

or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

#### 10.19 SEVERABILITY:

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

#### 10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

#### 10.21 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>.

#### 10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

#### 10.23 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.

10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement and Butler & Associates of Pensacola, Inc., signing by and through its President, duly authorized to execute same.

**COUNTY:**

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

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_

Jack R. Brown, County Administrator

WITNESS: \_\_\_\_\_

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**CONSULTANT:**

Butler & Associates of Pensacola, Inc., a for-profit corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_

President

By: \_\_\_\_\_

Secretary

Date: \_\_\_\_\_

or

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

[CORPORATE SEAL]

## Exhibit "A"

### Maximum Continuing Contract Fee Schedule Acceptance

In order for a "Continuing Contract" to be established between Escambia County, Florida a fee schedule must be established. The Office of Purchasing on behalf of Escambia County, Florida offers "Fee Schedules" for a continuing contract, which shall be established based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines For Professional Services Contracts, which is incorporated by reference herein.

**Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.**

Individual Task Orders will be negotiated with the "Fee Schedules" as a "ceiling".

[ ] Yes, the "Fee Schedule" formula is acceptable.

---

Signature

---

Title

[ ] No, the "Fee Schedule" formula is not acceptable.

---

Signature

---

Title

## Exhibit "A"

### **287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.--**

(1) SHORT TITLE.--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.--For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study

## **Exhibit "A"**

under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) "Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.--

## **Exhibit "A"**

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

### **(4) COMPETITIVE SELECTION.--**

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and



## **Exhibit "A"**

projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

### **(5) COMPETITIVE NEGOTIATION.--**

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence

## **Exhibit "A"**

and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

### **(6) PROHIBITION AGAINST CONTINGENT FEES.--**

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

## **Exhibit "A"**

(7) **AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.**--Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**--On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) **APPLICABILITY TO DESIGN-BUILD CONTRACTS.**--

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency

## Exhibit "A"

elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

**History.**--ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-

## **Exhibit “A”**

204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

**Exhibit "B"**  
**TASK ORDER FORM**  
**(DEPARTMENT LETTERHEAD)**

**TASK ORDER - PD**

**(PROJECT TITLE)**

**1.0    Authorization**

This task order is issued under approval of the Board of County Commissioners, Escambia County, Florida **(DATE)** and under the terms and conditions of Contract No. PD \_\_\_\_\_ **(PROJECT TITLE)** which was approved by the Board of County Commissioners on **(DATE)**. Index Code \_\_\_\_\_ (Fund ) not to exceed \$\_\_\_\_\_.

**2.0    Scope**

.

**3.0    Schedule**

The work authorized herein shall be completed within \_\_\_\_\_ calendar days of receipt of this task order.

**4.0    Compensation**

This Task Order is issued for a Lump Sum of \$\_\_\_\_\_. Invoices may be submitted for monthly progress payments subject to the terms and conditions of PD \_\_\_\_\_.

**5.0    Progress Meetings**

The \_\_\_\_\_ shall schedule progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.

**Issued by:**

**Accepted by:**

\_\_\_\_\_  
**(County Representative)**

\_\_\_\_\_  
**(Company)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10836**

**County Administrator's Report 10. 21.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Change Order to Purchase Order #160581, Thompson Tractor Company, Inc. - Heavy Equipment Repair

**From:** Pat Johnson, Department Director

**Organization:** Waste Services

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Purchase Order #160581, Thompson Tractor Company, Inc., for Repairs to Heavy Equipment - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #6, to Purchase Order #160581, Thompson Tractor Company, Inc., for repairs to Heavy Equipment:

Department:	Waste Services Department
Division:	Operations
Type:	Addition
Amount:	\$49,000
Vendor:	Thompson Tractor Company, Inc.
Project Name:	Supplies, Labor, Repairs, & Rentals, "OEM" Manufacturer
PO#:	160581
CO#:	6
Cost Center for CO:	230304, 230306, 230307, 230314 & 230315
Original PO Amount:	\$317,000
Cumulative Amount of Change Orders:	\$112,000
New PO Total:	\$429,000



[Funding Source: Fund 401, Solid Waste, Cost Centers 230304, 230306, 230307, 230314 & 230315]

**BACKGROUND:**

On 10/8/2015, the Board approved Purchase Order #160581 to Thompson Tractor Company, Inc., through its approval of the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal year 2015-2016, based upon previously awarded Contract, Contractual Agreements, or annual requirements. A Purchase Order was issued to Thompson Tractor as the local dealer for Caterpillar which is the Original Equipment Manufacturer (OEM) for heavy equipment fleet currently utilized for Landfill and Transfer Station activities associated with waste handling, transportation and site maintenance activities. A Purchase order was issued for expenditures associated with repair/maintenance of heavy equipment fleet of 35 units and rental of heavy equipment as needed. Unexpected expenditures associated with a water/fire truck conversion, aging walking floor trailers and an increase in construction and demolition debris tonnage has resulted in an increase in repair/maintenance expenses.

**BUDGETARY IMPACT:**

Funding is available in Fund 401 Solid Waste, Cost Centers 230304, 230306, 230307, 230314 & 230315.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of The Escambia County Florida Code of Ordinances 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.

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**Attachments**

Thompson Tractor POs

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**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

PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

V 201640 FAX: 850-471-0722  
E THOMPSON TRACTOR CO INC  
N THOMPSON PWR SYS/LIFT TRUCK/CAT REN  
D PO BOX 10367  
R BIRMINGHAM AL 35202-0367

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SOLID WASTE MANAGEMENT  
13009 BEULAH ROAD  
CANTONMENT FL 32533-8801

TO  
ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/26/15		BUYER: PAUL NOBLES		REQ. NO.: 16000640		REQ. DATE: 10/01/15	
TERMS: NET 30 DAYS			F.O.B.: AS REQUIRED		DESC.: BCC 10/8/15		
ITEM#	QUANTITY	UOM	DESCRIPTION			UNIT PRICE	EXTENSION
<p>The County shall be charged at a preferred status with the lowest price usually extended to the most favored customers. The vendor will reference the Purchase Order Number on all invoices.</p>							
01	1.00		LOTOPEN B LANKET PURCHASE ORDER FOR SUPPLIES, LABOR, REPAIRS AND RENTALS "ORIGINAL EQUIPMENT MANUFACTURER." FOR PERIOD 10/1/15 - 09/30/16. BCC APPROVED			317000.0000	317,000.00
						PAGE TOTAL \$ 317,000.00 <b>TOTAL \$ 317,000.00</b>	

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	317,000.00
					TOTAL \$	317,000.00
01	230304	54601	1,000.00			
01	230306	54401	3,000.00			
01	230306	54601	15,000.00			
01	230307	54401	3,000.00			
01	230307	54601	20,000.00			
01	230307	55201	2,500.00			
01	230314	54401	20,000.00			
01	230314	54601	250,000.00			
01	230314	55201	2,500.00			

APPROVED BY

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

**PURCHASE ORDER NO. 160581-1****CHANGE DATE: 01/04/16**

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[ PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843 ]

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[ 201640 FAX: 850-471-0722  
THOMPSON TRACTOR CO INC  
THOMPSON PWR SYS/LIFT TRUCK/CAT REN  
PO BOX 10367  
BIRMINGHAM AL 35202-0367 ]

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[ SOLID WASTE MANAGEMENT  
13009 BEULAH ROAD  
CANTONMENT FL 32533-8801 ]

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[ ATTN: SWM DENEE RUDD 850-937-2175 ]

ORDER DATE: 10/26/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 16000640	REQ. DATE: 10/22/15
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TERMS: NET 30 DAYS	F.O.B.: AS REQUIRED	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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Add Cost Center 230315/56301 in the amount of  
\$13,350.00 for equipment rental on as needed basis.

Previous Purchase Order Total Dollars: \$317,000.00  
Net Dollars added or subtracted: +\$ 13,350.00  
New Purchase Order Total Dollars \$330,350.00

01	.00		LOTOPEN B LANKET PURCHASE ORDER FOR SUPPLIES, LABOR, REPAIRS AND RENTALS "ORIGINAL EQUIPMENT MANUFACTURER." FOR PERIOD 10/1/15 - 09/30/16. BCC APPROVED	13350.0000	13,350.00
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ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	13,350.00
					TOTAL \$	13,350.00
01	230304	54601	.00			
01	230306	54401	.00			
01	230306	54601	.00			
01	230307	54401	.00			
01	230307	54601	.00			
01	230307	55201	.00			
01	230314	54401	.00			
01	230314	54601	.00			
01	230314	55201	.00			
01	230315	56301	13,350.00			

**APPROVED BY**


Original Purchase Order



PURCHASE ORDER NO. 160581-2

CHANGE DATE: 04/11/16

## 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

PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

VENDOR 201640 FAX: 850-471-0722  
THOMPSON TRACTOR CO INC  
THOMPSON PWR SYS/LIFT TRUCK/CAT REN  
PO BOX 10367  
BIRMINGHAM AL 35202-0367

SOLID WASTE MANAGEMENT  
13009 BEULAH ROAD  
CANTONMENT FL 32533-8801

ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/26/15		BUYER: ANGELA HOLBROOK		REQ. NO.: 16000640		REQ. DATE: 10/22/15	
TERMS: NET 30 DAYS		F.O.B.: AS REQUIRED		DESC.: CHANGE ORDER - 2			
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
<p>Increase Cost Center 230315/56301 in the amount of \$15,000.00 for equipment rental on as needed basis.</p> <p>Previous Purchase Order Total Dollars: \$330,350.00 Net Dollars added or subtracted: +\$ 15,000.00 New Purchase Order Total Dollars: \$345.350.00</p> <p>BCC approved 10/08/15.</p>							
01	.00		LOTOPEN B LANKET PURCHASE ORDER FOR SUPPLIES, LABOR, REPAIRS AND RENTALS "ORIGINAL EQUIPMENT MANUFACTURER." FOR PERIOD 10/1/15 - 09/30/16. BCC APPROVED	15000.0000	15,000.00		
				PAGE TOTAL \$		15,000.00	
				TOTAL \$		15,000.00	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE			
01	230304	54601	.00				
01	230306	54401	.00				
01	230306	54601	.00				
01	230307	54401	.00				
01	230307	54601	.00				
01	230307	55201	.00				
01	230314	54401	.00				
01	230314	54601	.00				
01	230314	55201	.00				
01	230315	56301	15,000.00				

APPROVED BY





**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
PO BOX 1591  
PENSACOLA, FL 32591-1591  
(850) 595-4980

**PURCHASE ORDER NO. 160581-3****CHANGE DATE: 07/07/16**


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PLEASE EMAIL INVOICES TO:  
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CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

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201640 FAX: 850-471-0722  
THOMPSON TRACTOR CO INC  
THOMPSON PWR SYS/LIFT TRUCK/CAT REN  
PO BOX 10367  
BIRMINGHAM AL 35202-0367

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SOLID WASTE MANAGEMENT  
13009 BEULAH ROAD  
CANTONMENT FL 32533-8801

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ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/26/15		BUYER: ANGELA HOLBROOK		REQ. NO.: 16000640	REQ. DATE: 10/22/15
TERMS: NET 30 DAYS		F.O.B.: AS REQUIRED		DESC.: CHANGE ORDER - 3	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
Increase Cost Center 230307/54601 in the amount of \$5,000.00 for maintenance and repairs on an as needed basis					
Increase Cost Center 230314/54601 in the amount of \$19,650.00 for maintenance and repairs as needed.					
Previous Purchase Order Total Dollars: \$345,350.00					
Net Dollars added or subtracted: \$ 24,650.00					
New Purchase Order Total Dollars: \$370,000.00					
CBC approved 10/08/15					
01	.00		LOTOPEN B LANKET PURCHASE ORDER FOR SUPPLIES, LABOR, REPAIRS AND RENTALS "ORIGINAL EQUIPMENT MANUFACTURER." FOR PERIOD 10/1/15 - 09/30/16. BCC APPROVED	24650.0000	24,650.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	24,650.00
					TOTAL \$	24,650.00
01	230304	54601	.00			
01	230306	54401	.00			
01	230306	54601	.00			
01	230307	54401	.00			
01	230307	54601	5,000.00			
01	230307	55201	.00			
01	230314	54401	.00			
01	230314	54601	19,650.00			
01	230314	55201	.00			
01	230315	56301	.00			

**APPROVED BY**

PURCHASE ORDER NO. 160581-4

CHANGE DATE: 07/28/16

## 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

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HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

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201640 FAX: 850-471-0722  
THOMPSON TRACTOR CO INC  
THOMPSON PWR SYS/LIFT TRUCK/CAT REN  
PO BOX 10367  
BIRMINGHAM AL 35202-0367

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SOLID WASTE MANAGEMENT  
13009 BEULAH ROAD  
CANTONMENT FL 32533-8801

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ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/26/15		BUYER: ANGELA HOLBROOK		REQ. NO.: 16000640	REQ. DATE: 10/22/15
TERMS: NET 30 DAYS		F.O.B.: AS REQUIRED		DESC.: CHANGE ORDER - 4	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
Increase Cost Center 230307/54601 in the amount of \$10,000.00 for Maintenance and Repairs on an as need basis:					
Previous Purchase Order Total Dollars:				\$370,000.00	
Net Dollars added or subtracted:				\$10,000.00	
New Purchase Order Total Dollars:				\$380,000.00	
01	.00		LOTOPEN B LANKET PURCHASE ORDER FOR SUPPLIES, LABOR, REPAIRS AND RENTALS "ORIGINAL EQUIPMENT MANUFACTURER." FOR PERIOD 10/1/15 - 09/30/16. BCC APPROVED	10000.0000	10,000.00
PAGE TOTAL \$					10,000.00
TOTAL \$					10,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	230304 54601	.00	
01	230306 54401	.00	
01	230306 54601	.00	
01	230307 54401	.00	
01	230307 54601	10,000.00	
01	230307 55201	.00	
01	230314 54401	.00	
01	230314 54601	.00	
01	230314 55201	.00	
01	230315 56301	.00	

APPROVED BY





entered 8/19/16



CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 201640  
Project Number:  
Department: Solid Waste Department

Vendor Name: THOMPSON TRACTOR CO INC  
P.O. Number: 160581 C.O. Number: 5  
P.D. Number: Date: 07/27/16

Notes for Modifying the Scope of Award:

Administrative Change Order to move funding:

Reduce 230304/54601 -(\$1000.00) - Repairs and Maintenance  
Reduce 230306/54401 -(\$3,000.00) - Rentals  
Reduce 230307/54401 -(\$3,000.00) - Rentals  
Reduce 230307/54401 -(\$1,246.62) - Operating Supplies  
Reduce 230314/55201 -(\$1,300.00) - Operating Supplies  
Reduce 230315/56301 -(12,259.40) Projects  
Add 230314/54601 - \$21,806.02 - Repairs and Maintenance

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1 Quantity Adjustment: Amount: \$21,806.02  
Deleting Dollars from Line Item No: 1 Adjustment: Amount: -\$21,806.02

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ) 10/08/15

Previous Purchase Order Total Dollars: \$380,000.00  
Net Dollars added or subtracted: \$0.00  
New Purchase Order Total Dollars: \$380,000.00

Previous Contract Total Dollars:  
Net Dollars added or subtracted:  
New Contract Total Dollars:

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
230304	54601		-1,000.00	\$0.00
230306	54401		-3,000.00	\$0.00
230307	54401		-3,000.00	\$0.00
230307	55201		-1,246.62	\$1,253.38
230314	55201		-1,300.00	\$1,200.00
230315	56301		-12,259.40	\$16,090.60

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: Valerie M. Rudder Date: 8.19.16

Contract Administrator's Certification & Approval: Date:

Office of Purchasing Review Agent: Date:

Bureau Chief: Date: 8/19/16

County Administrator's Approval: Date:





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10872

County Administrator's Report 10. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2016

Issue: Budget Amendment #251 - Non-Departmental Operating Funds

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning Budget Amendment #251 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #251, Non-Departmental, General Fund (001), in the amount of \$550,000, to cover additional operating expenses as a result of annual Medicaid payments to the State of Florida. This Amendment is necessary due to the date the State must receive payment from the County. The October invoice is paid in the old Fiscal Year and the payment is later reclassified to the new Fiscal Year. The current Medicaid payment is \$404,732.04; any unspent funds will become part of the Fiscal Year 2016/2017 fund balance in the General Fund.

### **BACKGROUND:**

This amendment is necessary due to the date the State must receive payment from the County, the October invoice is paid in the old fiscal year and the payment is later reclassified to the new fiscal year. The current Medicaid payment is \$404,732.04, any unspent funds will become part of the Fiscal Year 2016/17 fund balance in the General Fund.

This amendment places funds in the proper account to make the October 2016 payment in the month of September 2016.

### **BUDGETARY IMPACT:**

This amendment will increase operating funds in Fund 001 by \$550,000.

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

N/A

### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board is being made aware of this change in operating funds.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

BA#251

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**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

**Request Number  
#251**

**Approval Authorities**

	<b>Date Rec.</b>	<b>Date Forward</b>	<b>Approved</b>	<b>Disapproved</b>
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

**Transfer From: 001/General Fund/Non-Departmental  
Fund/Department**

<b>Account Title</b>	<b>Project Number</b>	<b>Cost Center</b>	<b>Account Code</b>	<b>Amount</b>
Aids to Governmental Agencies		250202	58101	550,000
<b>Total</b>				<b>\$550,000</b>

**Transfer To: 001/General Fund/Non-Departmental  
Fund/Department**

<b>Account Title</b>	<b>Project Number</b>	<b>Cost Center</b>	<b>Account Code</b>	<b>Amount</b>
Medical Assistance for the Needy		110201	54903	404,733
Other Current Charges		110201	54901	145,267
<b>Total</b>				<b>\$550,000</b>

**Detailed Justification:**

Funds are being reallocated within the Non-Departmental cost center to cover year end expenditures and final Medicaid payment (Medical Assistance for the Needy). This is necessary due to the date the State of Florida must receive a payment from the County. The Clerk pays the October invoice in the old fiscal year and later reclassifies the expense to the new fiscal year. The current Medicaid payment is \$404,732.54  
Funds in the amount of \$145,267 is being reallocated to cover Non-Departmental expenditures for the remainder of FY15/16.

**Budget Analyst**

**Budget Manager**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10889**

**County Administrator's Report 10. 23.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Purchase of Ambulance PowerLoad Systems for Public Safety PD  
15-16.084

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Purchase of Ambulance PowerLoad Systems for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of PowerLoad Systems that lift stretchers in and out of ambulances for the Public Safety Department:

A. Authorize the County to utilize the Okaloosa County, Cooperative Agreement, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order to Stryker Sales Corporation, in the amount of \$722,025.49, according to the Specification Number PD 15-16.084, Public Safety State Contract for PowerLoad Purchase, per the following:

Description	Purchase Price	Quantity	Extended Price
PowerLoad Systems	\$20,582.00	26	\$535,132.00
Power-PRO XT Cots	\$12,564.00	7	\$87,948.00
ProCare Upgrades	\$310.00	47	\$14,570.00
X-Restraint Packages	\$121.75	51	\$6,209.25
PowerLoad Compatible Upgrade Kits	\$1,378.00	19	\$26,182.00
Kit XPS Retrofits	\$1,856.58	28	\$51,984.24
TOTAL			\$722,025.49

In an effort to encourage competition from local businesses and in compliance with Board-adopted policy, this purchase was advertised on the County's website for 10 days. There were no acceptable responses.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

**BACKGROUND:**

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for PD 15-16.084 Public Safety Department PowerLoad Purchase was posted beginning August 8, 2016 for a period of 10 days.

**BUDGETARY IMPACT:**

Funding: Fund 408, Emergency Services, Cost Center 330302, EMS Operations, Object Code 56401

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the County's website for 10 days. There were zero responses.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue a Purchase Order.

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**Attachments**

Okaloosa County Cooperative Agreement  
PD 15-16.084

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**BID RESPONSE  
BID #15-063/LC**

**STRETCHERS, STRYKER POWER-PRO XT, PURCHASE OF,  
NO SUBSTITUTIONS, TERM CONTRACT**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
17.	XPS SIDE RAIL #6506-040-000	21	EA	\$ <u>1565.00</u>	\$ <u>32,865.00</u>
<b>TOTAL OFFER</b>					\$ <u>533,915.00</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL PR

P.R.

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)

Stryker Sales Corporation, through its Medical Division

DATE:

June 18, 2015

\* SIGNATURE: 

PRINT NAME: Paul Rovinsky

PRINT TITLE: Sales Regional Manager

ADDRESS: 3800 E. Centre Avenue

CITY / STATE: Portage MI

ZIP CODE: 49002

TELEPHONE # ( 407 ) 288-5614

E-MAIL: paul.rovinsky@stryker.com

TOLL FREE # ( )

FAX #: ( )

APPLICABLE  
LICENSE(S)

NUMBER # \_\_\_\_\_

TYPE: \_\_\_\_\_

FEDERAL ID # 38-2902424



## DEPARTMENT OF PUBLIC SAFETY

911 Communications • Emergency Management • EMS • Beach Safety • Corrections • Court Services • Law Library • Animal Control

*"We protect the health, safety, and welfare of our community with pride and professionalism!"*

*Memorandum*

TO: John Hofstad  
County Administrator

FROM: Paul A. Lawson, Interim Director  
Public Safety

*[Signature]* 12/1/15  
*[Signature]* 12/1/15

**SUBJECT: Public Safety Equipment Trade In**

Public Safety would like to trade in 4 old stretchers for new replacements.

The assets are Okaloosa BCC property numbers 17924, 17926, 17929 and 17931.

The vendor we have selected will allow \$500.00 each towards the stretchers. This is more than we would receive for them at one of our surplus sales.





**Purchasing Department**

50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3100

(561) 634-0800

(561) 634-0801

[www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)



**Palm Beach County  
Board of County  
Commissioners**

Walter D. Boyer, Mayor

Mary Lou Berger, Vice Mayor

Tim B. Kauthe

Thomas B. Hurdle

Steven J. Abrams

Victoria M. Bailey

Frederick A. Taylor

**County Administrator**

Robert Weisner

104 Equal Opportunity  
Affirmative Action Policy

Form L

August 18, 2015

Stryker Sales Corporation  
Paul Rovinsky, Sales Regional Manager  
3800 E Centre Avenue  
Portage, MI 49002

TERM CONTRACT #**15063**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for STRETCHERS, STRYKER POWER-PRO XT, PURCHASE OF, NO SUBSTITUTIONS based on:

☒ SOLICITATION #15-063/LC

☐ OTHER: \_\_\_\_\_

The term of this contract is 08/18/15 through 08/17/16, and has an estimated dollar value of \$535,131, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY030305000000001111 or CPO / DO 680 XY030305\*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Kristen A. Monnett, Senior Buyer at kmonnett@pbcgov.org.

Sincerely,

Kathleen M. Scarlett  
Director

c: Bonnie Stein, Fire Rescue  
File

**COOPERATIVE PURCHASE AGREEMENT**  
**NO. \_\_\_\_\_**  
**STRYKER SALES CORPORATION**

OKALOOSA COUNTY, Florida, now desires to enter into a Cooperative Purchase Agreement (Piggyback) to provide Stretchers, Stryker Power-Pro XT, Purchase Of, No Substitutions, Term Contract for Okaloosa County. Under the same terms and conditions as the agreement between Stryker Sales Corporation and Palm Beach County, Florida Term Contract #15063, attached hereto as Exhibit "A" and incorporated by reference, with a date of expiration of August 17, 2016, with no renewal option, which contract resulted from a competitive Bid.

Okaloosa County has reviewed the contract and bid results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Stryker Sales Corporation hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced contract between Stryker Sales Corporation and Palm Beach County, Florida. All references in the contract between Stryker Sales Corporation and Palm Beach County, Florida, shall be assumed to pertain to, and are binding upon Stryker Sales Corporation and Okaloosa County. All references in the contract to "Palm Beach County" shall be substituted with "Okaloosa County, Florida".

Agreed, accepted and consented to the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Stryker Sales Corporation Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Okaloosa County BCC Chairman signature: \_\_\_\_\_

Charles K. Windes

Date: \_\_\_\_\_

**BID RESPONSE  
BID #15-063/LC**

**STRETCHERS, STRYKER POWER-PRO XT, PURCHASE OF,  
NO SUBSTITUTIONS, TERM CONTRACT**

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QTY	UNIT	UNIT PRICE	TOTAL OFFER
1.	STRYKER POWER-PRO XT #6506	21	EA	\$ <u>12,564.00</u>	\$ <u>263,844.00</u>
2.	STRYKER POWER LOAD SYSTEM #6390	8	EA	\$ <u>20,582.00</u>	\$ <u>164,656.00</u>
3.	COT FASTENERS CENTER #6370	<u>3</u>	EA	\$ <u>608.00</u>	\$ <u>1,824.00</u>
4.	COT FASTENERS WALL MOUNT #6371	5	EA	\$ <u>466.00</u>	\$ <u>2,330.00</u>
5.	3 STAGE IV POLE, PATIENT RIGHT #6500-315-000	21	EA	\$ <u>280.00</u>	\$ <u>5,880.00</u>
6.	EQUIPMENT HOOK #6500-147-000	21	EA	\$ <u>42.00</u>	\$ <u>882.00</u>
7.	HEAD EXTENSION W/PILLOW #6100-044-000	21	EA	\$ <u>470.00</u>	\$ <u>9870.00</u>
8.	PEDI-MATE TM RESTRAINT PACKAGE #6091-300-010	21	EA	\$ <u>37.00</u>	\$ <u>777.00</u>
9.	FOWLER OXYGEN BOTTLE HOLDER #6500-241-000	1	EA	\$ <u>212.00</u>	\$ <u>212.00</u>
10.	RETRACTABLE HEAD END OXYGEN BOTTLE HOLDER #6085-046-000	20	EA	\$ <u>149.00</u>	\$ <u>2980.00</u>
11.	POCKETED BACK REST POUCH #6500-130-000	21	EA	\$ <u>210.00</u>	\$ <u>4410.00</u>
12.	HEAD END STORAGE FLAT #6500-128-000	21	EA	\$ <u>112.00</u>	\$ <u>2352.00</u>
13.	BASE STORAGE NET #6500-160-000	21	EA	\$ <u>157.00</u>	\$ <u>3297.00</u>
14.	STEER-LOCK OPTION #6506-038-000	21	EA	\$ <u>623.00</u>	\$ <u>13,083.00</u>
15.	KNEE-GATCH / TRENDLENBURG #6500-082-000	21	EA	\$ <u>649.00</u>	\$ <u>13,629.00</u>
16.	POWER-LOAD COT COMPATIBILITY #6506-127-000	8	EA	\$ <u>1378.00</u>	\$ <u>11,024.00</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: Stryker Sales Corporation, through its Medical Division



## Comprehensive Quotation

## Sales Account Manager

Brent Buchanan  
Brent.Buchanan@stryker.com  
Cell: 270-217-4151

## Remit to:

P.O. Box 93306  
Chicago, IL 60673-3308

## End User Shipping Address

1170433  
OKALOOSA COUNTY EMS  
714 ESSEX RD  
FORT WALTON BEACH, FL 32547

## Shipping Address

1170433  
OKALOOSA COUNTY EMS  
714 ESSEX RD  
FORT WALTON BEACH, FL 32547

## Billing Address

1170434  
OKALOOSA COUNTY FINANCE DEPT  
302 N WILSON ST  
STE 203  
CRESTVIEW, FL 32536

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	4519387	11/12/2016	QUOTE		VOLUME QUOTE

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	2	Power-PRO XT	6506000000	\$16,612.00	\$33,024.00	
		Options				
	2	Power-PRO XT	6506000000	\$12,564.00	\$25,128.00	
	2	XPS Option	6506040000	\$1,585.00	\$3,130.00	
	2	Power-LOAD Compatible Option	6506127000	\$1,378.00	\$2,756.00	
	2	Knee-Gatch/Trendelenburg	6500082000	\$849.00	\$1,298.00	
	2	3 Stage IV Pole PR Option	6500315000	\$280.00	\$560.00	
	2	Fowler O2 Bottle Holder	6500241000	\$212.00	\$424.00	
	2	Pocketed Back Rest Pouch	6500130000	\$210.00	\$420.00	
	2	Head End Storage Flat	6500128000	\$112.00	\$224.00	
	2	Equipment Hook	6500147000	\$42.00	\$84.00	
	2	Dual Wheel Lock	6086602010			
	2	PR Cot Retaining Post	6085033000			
	2	Power Pro Standard Components	6506026000			
	2	No Runner/HE O2	0054200994			
	2	No HE Section O2 Bottle	6506038000			
	2	English Manual	6506600000			
	2	120V AC SMRT Charging Kit	6500028000			
	2	J Hook	6082038018			
	2	XPS Knee Gatch Bolster Matrs	6500003130			
	2	No Steer Lock Option	6506037000			
	2	3 YR X-Frame Powertrain Wnty	7777681669			
	2	2 Yr Bumper to Bumper Warranty	7777681670			
	2	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	2	G-RATED RESTRAINT PACKAGE	6500002030			
	2	STANDARD FOWLER	6506012003			
	2	Customer Trade-In	9999999910	(\$500.00)	(\$1,000.00)	
2.00	2	Power-PRO XT	6506000000	\$14,947.00	\$29,894.00	
		Options				
	2	Power-PRO XT	6506000000	\$12,564.00	\$25,128.00	
	2	Power-LOAD Compatible Option	6506127000	\$1,378.00	\$2,756.00	
	2	Knee-Gatch/Trendelenburg	6500082000	\$849.00	\$1,298.00	
	2	3 Stage IV Pole PR Option	6500315000	\$280.00	\$560.00	
	2	Fowler O2 Bottle Holder	6500241000	\$212.00	\$424.00	
	2	Pocketed Back Rest Pouch	6500130000	\$210.00	\$420.00	
	2	Head End Storage Flat	6500128000	\$112.00	\$224.00	
	2	Equipment Hook	6500147000	\$42.00	\$84.00	
	2	Dual Wheel Lock	6086602010			
	2	PR Cot Retaining Post	6085033000			
	2	Power Pro Standard Components	6506026000			



## Comprehensive Quotation

Sales Account Manager  
Brent Buchanan  
Brent.Buchanan@stryker.com  
Cell: 270-217-4151

Remit to:  
P.O. Box 93308  
Chicago, IL 60673-3308

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
2		Siderall Option	6508031000			
2		No Runner/HE O2	0054200894			
2		No HE Section O2 Bottle	6508038000			
2		English Manual	6508000000			
2		120V AC SMRT Charging Kit	6500028000			
2		J Hook	8092038018			
2		G-Rated Mattress	6508034000			
2		No Sizer Lock Option	6508037000			
2		3 YR X-Frame Powertrain Wnty	7777881889			
2		2 Yr Bumper to Bumper Warranty	7777881670			
2		DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
2		G-RATED RESTRAINT PACKAGE	6500002030			
2		STANDARD FOWLER	6508012003			
2		Customer Trade-In	9999999910	(\$500.00)	(\$1,000.00)	

**Note:**

\*\*Pricing is piggybacked off of bid #15-083/LC

Product Total	\$62,918.00
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$62,918.00

Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 Days, FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



Shelley Vana, Mayor  
Mary Lou Berger, Vice Mayor  
Hal R. Valeche  
Paulette Burdick  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor



Robert Weisman

Purchasing Department  
[www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing)

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
BID #15-063/LC**

**STRETCHERS, STRYKER POWER-PRO XT, PURCHASE OF,  
NO SUBSTITUTIONS, TERM CONTRACT**

**BID SUBMISSION DATE: JUNE 25, 2015 AT 4:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

**BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

**C A U T I O N**

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at <http://www.pbcgov.org/purchasing>. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,  
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199  
(561) 616-6800 FAX: (561) 616-6811**



**BOARD OF COUNTY COMMISSIONERS**  
**Palm Beach County**  
**INVITATION FOR BID**

<b>BID #15-063/LC</b>	<b>BID TITLE: STRETCHERS, STRYKER POWER-PRO XT, PURCHASE OF, NO SUBSTITUTIONS, TERM CONTRACT</b>	
<b>PURCHASING DEPARTMENT CONTACT: LAURA CATES, SENIOR BUYER</b>		<b>TELEPHONE NO.: (561) 616-6817</b>
<b>FAX NO.: (561) 242-6717</b>	<b>E-MAIL ADDRESS: <u>Lcates@pbcgov.org</u></b>	

All bid responses must be received on or before **June 25, 2015**, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

### GENERAL CONDITIONS

#### 1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

#### 2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.

- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the



Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

- k. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the bidder: (i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the bidder is required to:

1. maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
2. provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the bidder to comply with these requirements shall be a material breach of this Contract.

**l. INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

**m. LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

**n. NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

### **3. BID SUBMISSION**

**a. SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

**b. CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

### **c. SBE BID DOCUMENT LANGUAGE**

#### **Item 1 – Policy**

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified

M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

#### **Item 2 – SBE Goals**

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

#### **Item 3 – Ranking of Responsive Bidders**

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

**a.** In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

**b.** In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

#### **Item 4 – Bid Submission Documentation**

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

#### **Schedule 1 – List of Proposed SBE and M/WBE Participation**

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

#### **(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)**

#### **Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor**

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be



performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

#### **Item 5 – SBE Certification**

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

#### **Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)**

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

#### **Item 7 – Responsibilities After Contract Award**

##### **Schedule 3 – SBE-M/WBE Activity Form**

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn

and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

#### **Schedule 4 – SBE-M/WBE Payment Certification**

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

#### **Item 8 – SBE Substitutions**

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.

2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.

3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm



Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID".

- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

- m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.

- n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:** The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:



1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; OR
2. In the event that the successful bidder does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non responsive. It is the responsibility of the successful bidder to maintain a written or non-written non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

#### 4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at [www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing) prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the County after commodities / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at [pbcpaymentmgr@mypalmbeachclerk.com](mailto:pbcpaymentmgr@mypalmbeachclerk.com) or 561-355-3295.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL  
AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

**THIS IS THE END OF "GENERAL CONDITIONS"**



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## **SPECIAL CONDITIONS**

### **8. GENERAL / SPECIAL CONDITION PRECEDENCE**

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### **9. AWARD (ALL-OR-NONE)**

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

### **10. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

### **11. F.O.B. POINT**

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

### **12. AS SPECIFIED**

A term contract will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

### **13. QUANTITY**

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

### **14. BRAND/MANUFACTURER REFERENCED**

Only the referenced manufacturer will be considered.



**SPECIFICATIONS**  
**BID #15-063/LC**

**STRETCHERS, STRYKER POWER-PRO XT, PURCHASE OF,  
NO SUBSTITUTIONS, TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the purchase of Stryker Power-Pro XT Stretchers for Palm Beach County Fire Rescue.

**SUCCESSFUL BIDDER'S RESPONSIBILITIES**

The successful bidder shall be responsible for adhering to the terms, conditions and specifications required herein.

**COUNTY'S RESPONSIBILITIES**

The County shall only accept the brand name specified.

**TECHNICAL REQUIREMENTS**

Stryker Power-PRO XT #6506  
Stryker Power Load System #6390  
Cot Fasteners Center #6370  
Cot Fasteners Wall Mount #6371  
3 Stage IV Pole, patient right #6500-315-000  
Equipment Hook #6500-147-000  
Head Extension w/Pillow #6100-044-000  
Pedi-Mate TM Restraint Package #6091-300-010  
Fowler Oxygen Bottle Holder #6500-241-000  
Retractable Head End Oxygen Bottle Holder #6085-046-000  
Pocketed Back Rest Pouch #6500-130-000  
Head End Storage Flat #6500-128-000  
Base Storage Net #6500-160-000  
Steer-Lock Option #6506-038-000  
Knee-Gatch/Trendelenburg #6500-082-000  
Power-LOAD Cot Compatibility #6506-127-000  
XPS Side Rail #6506-040-000

**PAYMENT**

Payment is based on the prices provided on the response page. No additional compensation shall be paid.

**BID RESPONSE  
BID #15-063/LC**

**STRETCHERS, STRYKER POWER-PRO XT, PURCHASE OF,  
NO SUBSTITUTIONS, TERM CONTRACT**

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QTY	UNIT	UNIT PRICE	TOTAL OFFER
1.	STRYKER POWER-PRO XT #6506	21	EA	\$ _____	\$ _____
2.	STRYKER POWER LOAD SYSTEM #6390	8	EA	\$ _____	\$ _____
3.	COT FASTENERS CENTER #6370	5	EA	\$ _____	\$ _____
4.	COT FASTENERS WALL MOUNT #6371	5	EA	\$ _____	\$ _____
5.	3 STAGE IV POLE, PATIENT RIGHT #6500-315-000	21	EA	\$ _____	\$ _____
6.	EQUIPMENT HOOK #6500-147-000	21	EA	\$ _____	\$ _____
7.	HEAD EXTENSION W/PILLOW #6100-044-000	21	EA	\$ _____	\$ _____
8.	PEDI-MATE TM RESTRAINT PACKAGE #6091-300-010	21	EA	\$ _____	\$ _____
9.	FOWLER OXYGEN BOTTLE HOLDER #6500-241-000	1	EA	\$ _____	\$ _____
10.	RETRACTABLE HEAD END OXYGEN BOTTLE HOLDER #6085-046-000	20	EA	\$ _____	\$ _____
11.	POCKETED BACK REST POUCH #6500-130-000	21	EA	\$ _____	\$ _____
12.	HEAD END STORAGE FLAT #6500-128-000	21	EA	\$ _____	\$ _____
13.	BASE STORAGE NET #6500-160-000	21	EA	\$ _____	\$ _____
14.	STEER-LOCK OPTION #6506-038-000	21	EA	\$ _____	\$ _____
15.	KNEE-GATCH / TRENDLENBURG #6500-082-000	21	EA	\$ _____	\$ _____
16.	POWER-LOAD COT COMPATIBILITY #6506-127-000	8	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: \_\_\_\_\_

**BID RESPONSE  
BID #15-063/LC**

**STRETCHERS, STRYKER POWER-PRO XT, PURCHASE OF,  
NO SUBSTITUTIONS, TERM CONTRACT**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
17.	XPS SIDE RAIL #6506-040-000	21	EA	\$ _____	\$ _____
<b>TOTAL OFFER</b>					<b>\$ _____</b>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

**Acknowledge Non-Discrimination Policy Form is included as specified herein?**

**YES/INITIAL** \_\_\_\_

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

<b>FIRM NAME: (Enter the entire legal name of the bidding entity)</b> _____		<b>DATE:</b> _____
<b>* SIGNATURE:</b> _____		<b>PRINT NAME:</b> <b>PRINT TITLE:</b>
<b>ADDRESS:</b> _____		
<b>CITY / STATE:</b> _____		<b>ZIP CODE:</b> _____
<b>TELEPHONE # (     )</b>	<b>E-MAIL:</b>	
<b>TOLL FREE # (     )</b>	<b>FAX #: (     )</b>	
<b>APPLICABLE LICENSE(S) NUMBER #</b> _____ <b>TYPE:</b> _____		
<b>FEDERAL ID #</b> _____		

## CERTIFICATION OF BUSINESS LOCATION

### BID #15-063/LC

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

**I. Bidder is a:**

\_\_\_\_\_ **Local Business:** A local business has a permanent place of business in Palm Beach County.

(Please indicate):

\_\_\_\_\_ Headquarters located in Palm Beach County  
 \_\_\_\_\_ Permanent office or other site located in Palm Beach County  
 from which a vendor will produce a substantial portion of the goods or services.

\_\_\_\_\_ **Glades Business:** A Glades business has a permanent place of business in the Glades.

(Please indicate):

\_\_\_\_\_ Headquarters located in the Glades  
 \_\_\_\_\_ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

**II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.**

THIS CERTIFICATION is submitted by \_\_\_\_\_, as  
 (Name of Individual)

\_\_\_\_\_, of \_\_\_\_\_  
 (Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

**DRUG-FREE WORKPLACE CERTIFICATION**  
**BID #15-063/LC**

**IDENTICAL TIE BIDS/PROPOSALS** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
 (Individual's Name)

\_\_\_\_\_ of \_\_\_\_\_  
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**NON-DISCRIMINATION POLICY**  
**BID #15-063/LC**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such bidder shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- ☐ Bidder hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Bidder hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

**OR**

- ☐ Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

**OR**

- ☐ Bidder hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Bidder hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

**NOTE:**

Bidder's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; or (ii) provide Palm Beach County with the information set forth above, will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**BIDDER:**

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name (type or print)

\_\_\_\_\_  
 Title

**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: \_\_\_\_\_ PROJECT NO. OR BID NO.: \_\_\_\_\_  
 NAME OF PRIME BIDDER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_ USER DEPARTMENT: \_\_\_\_\_

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	<u>M/WBE</u> Minority Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

**Total**

Total Bid Price \$ \_\_\_\_\_

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \_\_\_\_\_

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_

Signature

Title

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011



**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

TO: \_\_\_\_\_

(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise \_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: \_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Total Price/	
			Unit Price	Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage \_\_\_\_\_ / \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

\_\_\_\_\_  
(Print name of SBE-M/WBE Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name/title of person executing on behalf  
of SBE-M/WBE Subcontractor)

Date: \_\_\_\_\_

**OSBA SCHEDULE 3  
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT#: \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge \_\_\_\_\_  
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

## OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that \_\_\_\_\_ received  
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_

On \_\_\_\_\_ from \_\_\_\_\_  
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on \_\_\_\_\_ / \_\_\_\_\_  
(Project Name) (Work Order)

DEPT.: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

PRIME CONTRACTOR VENDOR CODE: \_\_\_\_\_

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: \_\_\_\_\_

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

\*Subcontractor Name: \_\_\_\_\_ Amount to be paid: \_\_\_\_\_

\*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: \_\_\_\_\_  
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_  
Rev. 5 Last updated: 11/18/11

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
STATE CONTRACT FOR POWERLOAD PURCHASE  
SPECIFICATION PD 15-16.084**

- **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM ( WITH ORIGINAL SIGNATURE)
- BID FORM ( WITH ORIGINAL SIGNATURES)
- BID SURETY (BOND, CHECK, ETC.)
- MINIMUM INFORMATION AS OUTLINED IN PARAGRAPH 14- QUALIFICATION OF OFFERORS OF THE SPECIAL TERMS & CONDITIONS

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL**

- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION(S)

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:**

CERTIFICATE OF INSURANCE

- **HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT  
YOUR BID ONLY.**

**DO NOT RETURN WITH YOUR BID**

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BID**

**STATE CONTRACT FOR POWERLOAD PURCHASE**

**SPECIFICATION NUMBER PD 15-16.084**

BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Friday, August 19, 2016  
Office of Purchasing, 213 Palafox Place 2<sup>nd</sup> Floor Matt Langley Bell III Building, Conference Room 11.407,  
Pensacola, FL 32502

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

Grover C. Robinson, IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Doug Underhill  
Lumon May  
Steven Barry

**From:  
Claudia Simmons  
Purchasing Manager**

**Procurement**

Lester L. Boyd,  
Purchasing Specialist  
Office of Purchasing, 2<sup>nd</sup> Floor  
Matt Langley Bell, III Building  
Pensacola, FL 32502  
Tel: (850) 595-4944  
Fax: (850) 595-4805  
[lester\\_boyd@co.escambia.fl.us](mailto:lester_boyd@co.escambia.fl.us)

**Technical Assistance:**

Tamika L. Williams  
Business Operations Officer  
Escambia County Public Safety  
6575 North 'W' Street  
Pensacola, FL. 32505-1714  
Tel: (850) 471-6425  
Fax: (850) 471-6455  
[tlwilliams@co.escambia.fl.us](mailto:tlwilliams@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.**

**PIGGYBACK STATEMENT - from Procedural Pamphlet - PP-120**

**“In accordance with Escambia County Code of Ordinances Chapter 46-94, the County reserves the right to exercise the option to procure Goods and Services specified in [PD 15-16.084], by utilizing he previously solicited current, GSA, State of Florida, or other agency contracts”**

**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.**

***Sec. 46-110.-Local Preference in Bidding***

***(d) Preference in purchase of commodities and services by means of competitive bid.***

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

***Competitive bid (local price match option).*** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **four percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
  - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
  - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
  - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
  - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County **may not** use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.



**STATE CONTRACT FOR POWERLOAD PURCHASE  
PD 15-16.084**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BID\*\***

## **SOLICITATION, OFFER AND AWARD FORM**

ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

**Lester L. Boyd**

### **PURCHASING SPECIALIST**

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

### **INVITATION TO BID**

**STATE CONTRACT FOR POWERLOAD PURCHASE**

**SOLICITATION PD 15-16.084**

### **SOLICITATION**

MAILING DATE: Monday, August 8, 2016

OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Friday, August 19, 2016 and may not be withdrawn within 90 days after such date and time.

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER:

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

BID BOND ATTACHED \$ \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\* Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### **AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### **CONTRACTOR**

Name and Title of Signer (Type or Print)

\_\_\_\_\_

Name of Contractor

\_\_\_\_\_

By \_\_\_\_\_  
Signature of Person Authorized to Sign Date

ATTEST: \_\_\_\_\_  
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST: \_\_\_\_\_  
Witness Date

ATTEST: \_\_\_\_\_  
Witness Date

#### **ESCAMBIA COUNTY FLORIDA**

Name and Title of Signer (Type or Print)

\_\_\_\_\_

By \_\_\_\_\_  
County Administrator Date

WITNESS \_\_\_\_\_  
Date

WITNESS \_\_\_\_\_  
Date

Awarded Date \_\_\_\_\_

Effective Date \_\_\_\_\_

**BID FORM**  
**STATE CONTRACT FOR POWERLOAD PURCHASE**  
**Specification Number PD 15-16.084**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with you "Invitation for Bids" and "Instructions to Bidders the" MC Blanchard X-Ray and Walk-through Metal Detectors Purchase" as described and listed in this Invitation to Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following hourly billable rates.

**STATE CONTRACT FOR POWERLOAD PURCHASE**

**THE BELOW ITEMS CORRESPONDS TO EXHIBITS ("A")**

**The Public Safety Department Of Escambia County Desires To Purchase  
EMS Equipment For The Ambulances :**

	<b>Unit Price</b>	<b>Extended Price</b>
<b>Quantity:</b>		
<b>(26) Twenty Six Power Load Systems for Cots In the Ambulances</b>	_____	_____
<b>(7) Seven Power Pro XT Cots</b>	_____	_____

**Specs Required for Required Power Pro XT Cots:**

Pro Care Upgrade and Installation  
X – Restraint Package  
Power Load Compatibility Upgrade Kits  
XPS Retrofit Kits  
Dual Wheel Locks  
Three (3) Year Frame warranty  
Two (2) Year Bumper To Bumper Warranty  
Three (3) Stage IV Pole Holder  
Retractable Head Section  
No Steer Lock Options  
All Equipment Hooks And J Hooks  
120V AC SMRT Charging Systems

**Specs : For Power Load System**

Power-LOAD Cot Fastening System (Model 6390) Bid Specification

**Independent Qualification**

The system shall have the following independent certifications:

- o IPX6
- o IEC 60601-1 and IEC 60601-1-2
- o KKK-A-1822

**Crash Standards**

The system shall meet the following dynamic crash test standards:

- o EN 1789:2007 *Medical vehicles and their equipment – Road ambulances*<sub>1</sub>
- o AS/NZS 4535:1999 *Ambulance restraint systems*<sub>2</sub>

- 1- Power-LOAD complies with EN 1789:2007 when used with a compatible Power-PRO XT and Performance-PRO.
  - 2- Power-LOAD complies with AS/NZS-4535 when used with a compatible Power-PRO XT
- Usages :

The system shall be capable of lifting patients weighing up to 700lbs.

The system shall support the patient and cot throughout the loading and unloading process.

The system shall provide a linear guide for cot through the loading and unloading process.

The system shall be equipped with LED indicators which communicate system status to the operator.

The system shall have wireless communication capabilities.

The system shall provide a method of inductive charging for associated batteries without the use of cables or connectors.

The system shall provide a method of operation for powered ambulance cots and non-powered ambulance cots.

The system shall provide a method of operation in the event that the system loses power or experiences an error.

## CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

### **SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority

Document Number \_\_\_\_\_

Proposer: \_\_\_\_\_

Occupational License No. \_\_\_\_\_

By: \_\_\_\_\_

Security Agency Branch Office Contractor's Certification

Signature: \_\_\_\_\_

Registration No. \_\_\_\_\_

Title: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please  
Indicate by marking an X in the blank. Yes \_\_\_\_

Person to contact concerning this bid: \_\_\_\_\_

Phone/Toll Free/Fax # \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Will your Company accept Escambia County Purchasing  
Cards, (p-Cards)? Yes \_\_\_\_ No (circle one that Applies) \_\_\_\_

Person to contact for emergency service:

Will your company accept Escambia County Direct  
Payment Vouchers? Yes \_\_\_\_ No \_\_\_\_.

Phone/Cell/Pager #: \_\_\_\_\_

\_\_\_\_\_

County Permits/Fees required for this project:

Person to contact for disaster service:

Permit

Cost

\_\_\_\_\_ N/A \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone/Cell/Pager #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Terms of Payment

Net 30 Days \_\_\_\_\_ 2% 10<sup>th</sup> Prox \_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check **(circle one that applies)** in the  
amount of **1,000.00**.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
by \_\_\_\_\_  
(print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_  
OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



## Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

### Check one:

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One) Yes or No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation** (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

**Federal Identification Number:** \_\_\_\_\_

(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.co.escambia.fl.us/purchasing>  
Click on **ON-LINE SOLICITATIONS**

1. **Scaled Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.f>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed bid 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 bidder

### **Instructions to Bidders**

#### **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 15-16.084, "State Contract for Powerload Purchase" Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

#### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances. 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).

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$1,000.00 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement and Technical Questions**

Procurement and Technical questions may be directed to Lester Boyd, Purchasing Specialist, Telephone (850) 595-4944 Fax: (850) 595-4805 or email: [LLBOYD@escambia.com](mailto:LLBOYD@escambia.com) no later than 03:00 P.M., CDT, Tuesday, August 16, 2016

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **Pre-Solicitation Conference**

N/A

6. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Angela Crawley, Assistant to the County Administrator, County Administrator's Office, phone (850) 595-4947, Todd Humble, West Florida Regional Library, phone (850) 436-5042, and Chip Simmons, Corrections phone (850) 595-4949. Failure to visually inspect the facilities may be cause for disqualification of your offer.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **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, as follows:

**County Government Complex  
Attention: Accounts Payable  
221 Palafox Place, Suite #140  
Pensacola, Florida 32502**



9. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence, upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for an additional two 12-month periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are 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 and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of services.

10. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor.

All price adjustments shall be accepted by the County's designated representative(s). Adjustment in price shall be accomplished by written amendment to this contract.

11. **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 within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

12. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

13. **Termination**
- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
14. **Licenses, Certifications, Registrations**
- The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.
- Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement
15. **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.
16. **Award**
- Escambia County reserves the right to award on an "all-or-none" basis.
17. **Termination (Services)**
- The Contract Administrator (s) shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator(s).
- Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.
18. **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.)

## **Insurance Requirements**

### **19. 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 AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

#### **General, 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 nonownership use.

#### **Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

#### **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance 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: Lester L. Boyd – Purchasing Specialist**

**Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101**

**P.O. BOX 1591**

**Pensacola, Florida 32591-1591**

**Fax: (850) 595-4805**

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **Endorsements/Additional Insurance**

### **Professional Liability/Malpractice/Errors or Omissions Insurance**

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$5,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

## 21. **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.

**STATE CONTRACT SELECTEE QUOTE POSTED**

Comprehensive Quotation

**Sales Account Manager****Remit to:**

AMANDA BAERLOCHER  
 amanda.baerlocher@stryker.com 1-800-327-0770  
 P.O. Box 93308 Chicago, IL 60673-3308

**End User Shipping Address****Shipping Address****Billing Address**

1192055  
 ESCAMBIA CO PUBLIC SAFETY 6575 N W ST  
 PENSACOLA, FL 32505

1192055  
 ESCAMBIA CO PUBLIC SAFETY 6575 N W ST  
 PENSACOLA, FL 32505

1192055  
 ESCAMBIA CO PUBLIC SAFETY  
 6575 N W ST PENSACOLA, FL 32505

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	4998341	07/11/2016	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
<b>1.00</b>	<b>26</b>	<b>PowerLOAD</b>	<b>6390000000</b>			
		Options				
	26	PowerLOAD	6390000000			
	26	Standard Comp 6390 Power Load	6390026000			
	26	English Manual	6390600000			
	26	1 year parts, labor & travel	7777881660			
	26	UNIVERSAL FLOORPLATE OPTION	6390028000			
	26	English Option, Manual	6390020000			
<b>2.00</b>	<b>7</b>	<b>Power-PRO XT</b>	<b>6506000000</b>			
		Options				
	7	Power-PRO XT	6506000000			
	7	Dual Wheel Lock	6086602010			
	7	PR Cot Retaining Post	6085033000			
	7	Power Pro Standard Components	6506026000			
	7	XPS Option	6506040000			
	7	No Runner/HE O2	0054200994			
	7	Equipment Hook	6500147000			
	7	Power-LOAD Compatible Option	6506127000			
	7	Trendelenburg	6085031000			
	7	Retractable Head Section O2	6085046000			
	7	Head End Storage Flat	6500128000			
	7	English Manual	6506600000			
	7	120V AC SMRT Charging Kit	6500028000			

	7	J Hook	6092036018
	7	XPS Knee Gatch Bolster Matrss	6500003130
	7	No Steer Lock Option	6506037000
	7	3 YR X-Frame Powertrain Wrnty	7777881669
	7	2 Yr Bumper to Bumper Warranty	7777881670
	7	DOM SHIP (NOT HI, AK, PR, GM)	0054030000
	7	3 Stage IV Pole PR Option	6500315000
	7	X-RESTRAINT PACKAGE	6500001430
	7	STANDARD FOWLER	6506012003
3.00	28	ProCare Upgrade Charge	77100003
4.00	19	ProCare Upgrade Charge	77100003
5.00	51	X-RESTRAINT PACKAGE	6500001430
6.00	19	6506 PWRLD COMPAT UPGRADE KIT	6506700001
7.00	28	KIT, XPS RETROFIT	6506700004





## Sales Account Manager

## Remit to:

AMANDA BAERLOCHER  
 amanda.baerlocher@stryker.com 1-800-327-0770

P.O. Box 93308 Chicago, IL 60673-3308

Note:  
 \*Promotional Pricing on Accessories and ProCare  
 \*Pricing with purchase over **\$0.00**  
 \*Trade in options available if applicable

Product Total	
Freight	
Tax	
<b>Total Incl Tax &amp; Freight</b>	



Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER. **Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10893**

**County Administrator's Report 10. 24.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/01/2016

**Issue:** Administrative Budget Amendment #257 - Public Safety Ambulance PowerLoad Systems

**From:** Stephan Hall, Budget Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Administrative Budget Amendment #257 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Administrative Budget Amendment #257, Emergency Medical Service Fund (408), in the amount of \$722,026, to transfer funds from Reserves to Machinery and Equipment, and to appropriate these funds for Public Safety Ambulance PowerLoad Systems.

### **BACKGROUND:**

On September 1, 2016, the Board will consider for approval the issuance of a Purchase Order for Public Safety, Emergency Medical Services in the amount of \$722,025.49 for twenty-six (26) PowerLoad Systems, seven (7) Power-PRO XT Cots, fifty-one (51) X-Restraint Packages, nineteen (19) PowerLoad Compatible Upgrade Kits, twenty-eight (28) Kit XPS Retrofits, and forty-seven (47) ProCare Upgrades. To issue the purchase order, Emergency Medical Services needs an additional \$722,026 in the Machinery and Equipment account, so this budget amendment transfers that amount from available reserves.

### **BUDGETARY IMPACT:**

This amendment will not increase or decrease Fund 408, but will transfer funds between object codes.

### **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:**

N/A

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**Attachments**

BA#257

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**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

**Request Number  
#257**

**Approval Authorities**

	<b>Date Rec.</b>	<b>Date Forward</b>	<b>Approved</b>	<b>Disapproved</b>
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

**Transfer From: 408 EMS Fund/Public Safety**  
**Fund/Department**

<b>Account Title</b>	<b>Project Number</b>	<b>Cost Center</b>	<b>Account Code</b>	<b>Amount</b>
Reserves		330302	59801	722,026
<b>Total</b>				<b>\$722,026</b>

**Transfer To: 408 EMS Fund/Public Safety**  
**Fund/Department**

<b>Account Title</b>	<b>Project Number</b>	<b>Cost Center</b>	<b>Account Code</b>	<b>Amount</b>
Machinery and Equipment		330302	56401	722,026
<b>Total</b>				<b>\$722,026</b>

**Detailed Justification:**

Allocating funds from EMS Fund Reserves in order to purchase Ambulance PowerLoad Systems for the Public Safety  
Department: twenty-six (26) PowerLoad Systems, seven (7) Power-PRO XT Cots, fifty-one (51) X-Restraint Packages,  
nineteen(19) PowerLoad Compatible Upgrade Kits, twenty-eight (28) Kit XPS Retrofits, and forty-seven (47) ProCare Upgrades.  
BCC to approve 9/1/16

**Budget Analyst**

**Budget Manager**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10657**

**County Administrator's Report 10. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 09/01/2016

**Issue:** Acquisition of Real Property Located at 207 Webb Street for the Carver Park Drainage Improvement Project

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

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Acquisition of Real Property Located at 207 Webb Street for the Carver Park Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve, by super-majority, or deny the purchase of real property (approximately 0.22 acres or 9,412.5 square feet), located at 207 Webb Street, for the Carver Park Drainage Improvement Project for \$2.00 per square foot, from Mr. Jerry M. Beachem, for \$18,825:

A. Authorize the purchase of real property (approximately 0.22 acres or 9,412.5 square feet), located at 207 Webb Street, for the Carver Park Drainage Improvement Project for \$2 per square foot totaling \$18,825; and

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.22 acres) located at 207 Webb Street, from Mr. Jerry M. Beachem, for \$18,825, and bring the executed Contract back before the Board.

[Funding Source: Fund 352, "LOST III," Cost Center 210107/56101, Project No. 14EN2605]

#### **BACKGROUND:**

In the Fall of 2015, the residents that would be affected by the proposed drainage improvement were contacted to see if they were willing to donate the required easements. After several attempts at obtaining the necessary easements, and finding several residents who are not willing to participate, a vacant parcel was discovered that would be ideal for the installation of a pipe system. The system would provide much-needed flooding relief to the residents of Carver Park on the east side of CR 297-A. Without the purchase of this parcel, flooding will continue to occur for many area residents during normal rainfall events.

The property owner, Mr. Jerry Beachem is willing to sell the parcel. However, his counter offer of \$25,000 is higher than the appraised value of \$4,400.

In past purchases of properties that have a value of less than \$20,000, the County has offered \$2.00 per square foot. In this instance, the value of \$2.00 per square foot creates a value of \$18,825. The approval of either the counter offer or the \$2.00 per square will require a super-majority vote due to the fact the County did obtain an appraisal and those values are above the appraised amount.

If approved by the BCC, the design engineer will be able to complete a drainage design that will provide area flood relief and will be able pursue the needed permits for the drainage system and pond through the state and federal regulating agencies.

**BUDGETARY IMPACT:**

Funding for this acquisition is available in Fund 352, "LOST III," Cost Center 210107/56101, Project No. 14EN2605.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contract for Sale and Purchase will be drafted by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**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.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

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**Attachments**

Aerial Map - Beachem

Counter Offer - Beachem

Appraisal - Beachem

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# Carver Park Drainage



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

SSW 6/6/16 DISTRICT 5



**Beachem Property**



If you agree to the terms listed above, please sign below and return the letter to this office or if making a counter offer, please provide it in writing.

Thank you for your time and help in this project. If you have any questions, please call (850) 595-2415, which is my direct office line.

Sincerely,



Stacey S. Ward  
Interim Real Estate Acquisition Manager  
Real Estate Division

#### ACCEPTANCE

I have read the foregoing and would be willing to:

- ☐ a) Sell the property, located at 207 Webb Street, Cantonment, FL 32533, for the appraised value of \$4,400.00 depicted in Exhibit "A"; or
- ☒ b) Agree to sell the property, located at 207 Webb Street, Cantonment, FL 32533, for the counter amount of \$ 25,000

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

By: Jerry M Beach

Jerry M. Beachem  
Print or Type Name

Title: Owner

Date: 7-5-16

Presley-McKenney & Associates, Inc.  
LAND APPRAISAL REPORT

SEM

File No. 16081Z11

SUBJECT	Property Address 207 Webb Street		Census Tract		LENDER DISCRETIONARY USE		
	City Cantonment		County Escambia	State FL			Zip Code 32533
	Legal Description LT 19 BLK F HARVESTERS HOMES UNIT NO 3 PB 1 P 91 OR 7081 P 551						
	Owner/Occupant Jerry M. Beachem		Map Reference Z11				
	Sale Price \$ N/A		Date of Sale N/A				
	Loan charges/concessions to be paid by seller \$ N/A		Property Rights Appraised				
	R.E. Taxes \$ 71.86		Tax Year 2015	HOA \$/Mo. N/A	<input checked="" type="checkbox"/> Fee Simple	Mortgage Amount \$	
Lender/Client Escambia County Florida				<input type="checkbox"/> Leashold	Mortgage Type		
				<input type="checkbox"/> Condominium (HUD/VA)	Discount Points and Other Concessions		
				<input type="checkbox"/> PUD	Paid by Seller \$		
				Source			


NEIGHBORHOOD	LOCATION	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	NEIGHBORHOOD ANALYSIS								
	BUILT UP	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%					Good	Avg.	Fair	Poor	
	GROWTH RATE	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow					Employment Stability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	PROPERTY VALUES	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining					Convenience to Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	DEMAND/SUPPLY	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply					Convenience to Shopping	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	MARKETING TIME	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 3-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	PRESENT LAND USE %	LAND USE CHANGE	PREDOMINANT OCCUPANCY	SINGLEFAMILYHOUSING	Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
	Single Family 65%	Not Likely <input checked="" type="checkbox"/>	Owner <input checked="" type="checkbox"/>	PRICE AGE	Recreation Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	2-4 Family 5%	Likely <input type="checkbox"/>	Tenant <input type="checkbox"/>	\$ (000) (yrs)	Adequacy of Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	Multi-Family 0%	In process <input type="checkbox"/>	Vacant (0-5%) <input type="checkbox"/>	30 Low New	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Commercial 5%	To:	Vacant (over 5%) <input checked="" type="checkbox"/>	360 High 70	Protection from Detrimental Cond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Industrial 10%			Predominant	Police & Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Vacant 15%			160 - 15-20	General Appearance of Properties	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
				Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: The subject neighborhood includes detached, single-family homes on lots generally between one-fifth and one-fourth of an acre in size. This neighborhood is one of the oldest in Cantonment, with homes originally being built in the mid-1940s to provide for employees of the nearby pulp mill. Odors from the mill have an effect on the market, requiring accounting for external obsolescence. Some newer houses have been built within the last 10-15 years, replacing older homes. Real estate prices have remained stable with no growth in recent years.

SITE	Dimensions 50' x 188.25				Topography	Level	
	Site Area 9412 Sq.Ft.				Size	Typical for neighborhood	
	Zoning Classification LDR, Low Density Residential				Shape	Rectangular	
	HIGHEST & BEST USE: Present Use No				Drainage	Appears to be adequate	
					View	Interior (park view)	
	UTILITIES	Public	Other	SITE IMPROVEMENTS	Type	Public	Private
	Electricity	<input type="checkbox"/>	At road	Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Gas	<input type="checkbox"/>	At road	Curb/Gutter	None	<input type="checkbox"/>	<input type="checkbox"/>
	Water	<input type="checkbox"/>	At road	Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>
	Sanitary Sewer	<input type="checkbox"/>	At road	Street Lights		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storm Sewer	<input type="checkbox"/>	None	Alley	None	<input type="checkbox"/>	<input type="checkbox"/>	
Comments (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): The subject property is located about one-half of a mile to the west of the main exhaust stacks of the nearby pulp mill. No other factors are apparent.							

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

SALES COMPARISON ANALYSIS	ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		
	Address	207 Webb Street Cantonment	300 Ellington Street Cantonment, FL 32533		9950 Bristol Park Road Cantonment, FL 32533		2300 block Libra Lane Pensacola, FL 32534		
	Proximity to Subject								
	Sales Price	\$ N/A	\$ 3,250		\$ 5,000		\$ 8,500		
	Price/ Sq.Ft.	\$ TBD	\$ 0.43		\$ 0.57		\$ 0.70		
	Data Source	Inspection	Closed PARMLS #406610		Closed PARMLS #465709		Public records		
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+( )\$ Adjustment	DESCRIPTION	+( )\$ Adjustment	DESCRIPTION	+( )\$ Adjustment	
	Sales or Financing Concessions		Conventional		Conventional		Conventional		
	Date of Sale/Time	Current Date	12/15/2011		07/31/2015		09/08/2014		
	Location	Harvester's Homes S/D	Harvester's Homes S/D		Bristol Park S/D		E of Hwy 29, N of Ten Mile		
	Site/View	9,412 SF	7,500 SF		+/-8,712 SF		12,060 SF		
	Special	0.5 mile from plant	0.6 mile from plant		Next to creek		Next to low area		
	Net Adj. (total)		<input checked="" type="checkbox"/> +	<input type="checkbox"/> -	\$ 0.00	<input type="checkbox"/> +	<input checked="" type="checkbox"/> -	\$ 0.14	
	Indicated Value of Subject		Gross: 0.0			Gross: 21.1		Gross: 20.0	
			Net: 0.0	\$ 0.43		Net: -21.1	\$ 0.45	Net: -20.0	
	Comments of Sales Comparison: See Attached Addendum								

RECONCILIATION	Comments and Conditions of Appraisal: This appraisal is made of the subject property in "as-is" condition as of the date of value.	
	Final Reconciliation: With most weight to the sale within the subject subdivision, but with consideration to the other sales, as well, we estimate a market value of \$0.47 per square foot for the subject. With the subject having 9,412 square feet of land area, this equates to \$4,423.64, which is rounded to \$4,400.	
	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF May 16, 2016 to be \$ 4,400	
	I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.	
Appraiser(s)  Review Appraiser (if applicable) <input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property		
M. Eugene Presley		

ADDENDUM

Borrower: N/A		File No.: 16081Z11	
Property Address: 207 Webb Street		Case No.: SEM	
City: Cantonment		State: FL	Zip: 32533
Lender: Escambia County Florida			

Comments on Sales Comparison

As mentioned in the description of the subject neighborhood, the proximity of the pulp mill has an effect on the subject real estate market. Odors from the mill create external obsolescence. The three sales involve vacant lots that are also affected by external obsolescence. Sale One is located a block to the west of the subject, well within range of odors from the mill. Sale Two is located in Bristol Park subdivision. This is a newer subdivision when compared to the subject's neighborhood. It includes curbing, sidewalks, and homes built about 25 years ago. The subject is considered to be inferior for location. Sale Two adjoins a creek that flooded during the major rain event of April 2014. This rain event resulted in flooding from the creek that damaged several homes in Bristol Park subdivision. Sale Three is located adjoining a low area that is prone to flooding, giving it affect from external obsolescence. With this property being located more near to Nine Mile Road, the subject is considered to be inferior for location.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc. ) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc. ) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated ) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


**APPRAISERS CERTIFICATION:**    The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:**    If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:**    207 Webb Street, Cantonment, FL, 32533

**APPRAISER:**

Signature: 

Name: M. Eugene Presley

Date Signed: 05/19/2016

State Certification #: FL Certified RE Appraiser #0000103

or State License #: \_\_\_\_\_

State: Florida

Expiration Date of Certification or License: 11/30/2016

**SUPERVISORY APPRAISER (only if required)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: Florida

Expiration Date of Certification or License: \_\_\_\_\_

☐ Did

☐ Did Not Inspect Property



SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16081Z11
Property Address: 207 Webb Street		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County Florida		



View of Subject from Webb Street



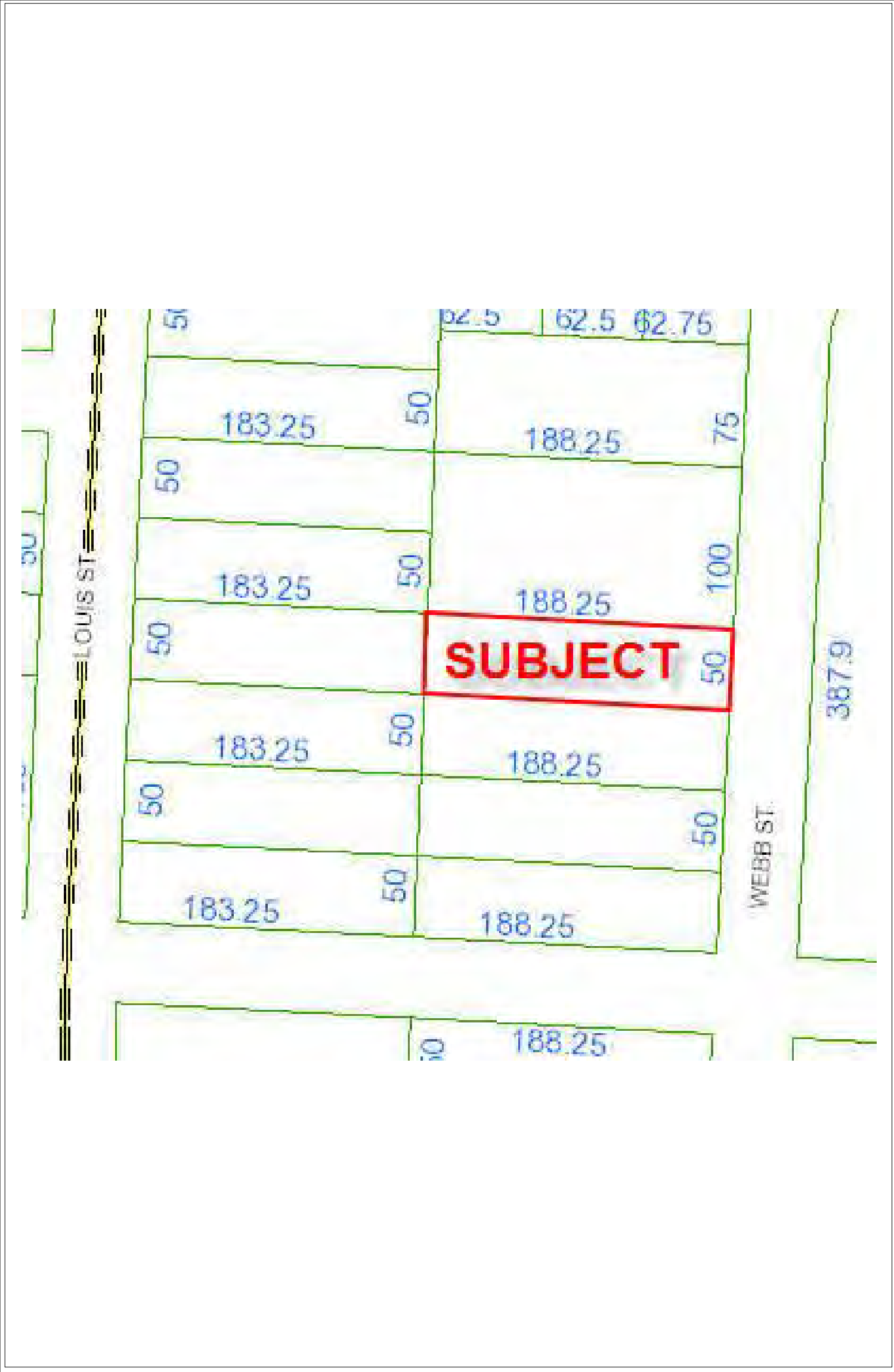
View of Webb Street, Looking North



View of Webb Street, Looking South

PLAT MAP

Borrower: N/A		File No.: 16081Z11
Property Address: 207 Webb Street		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County Florida		





AERIAL PHOTOGRAPH

Borrower: N/A	File No.: 16081Z11
Property Address: 207 Webb Street	Case No.: SEM
City: Cantonment	State: FL
Lender: Escambia County Florida	Zip: 32533



FLOOD HAZARD MAP

Borrower: N/A		File No.: 16081Z11	
Property Address: 207 Webb Street		Case No.: SEM	
City: Cantonment		State: FL	Zip: 32533
Lender: Escambia County Florida			





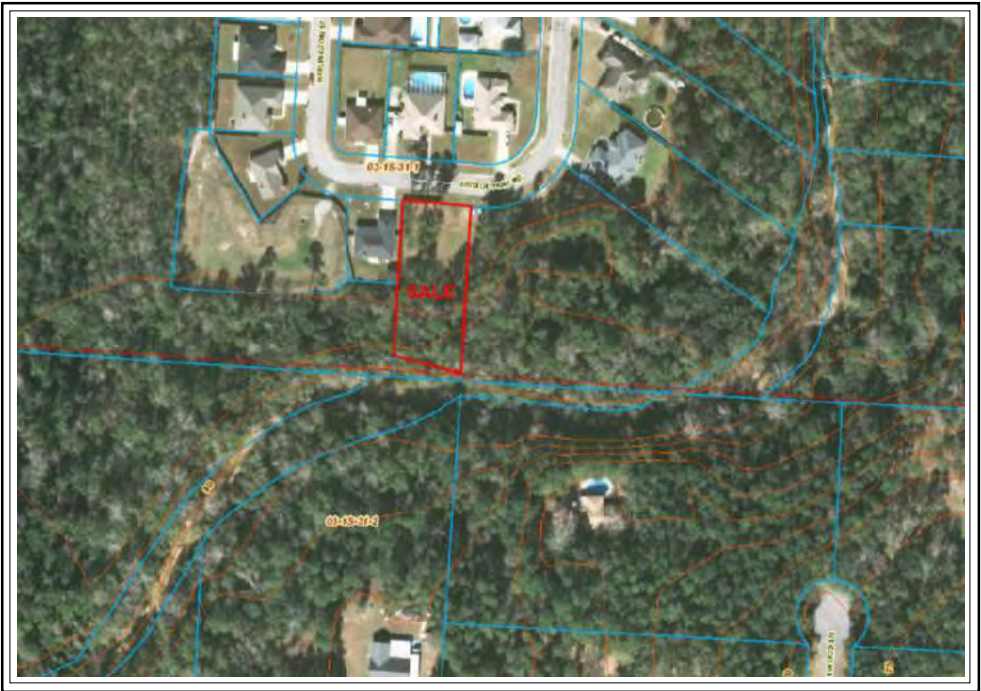
COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16081Z11
Property Address: 207 Webb Street		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County Florida		



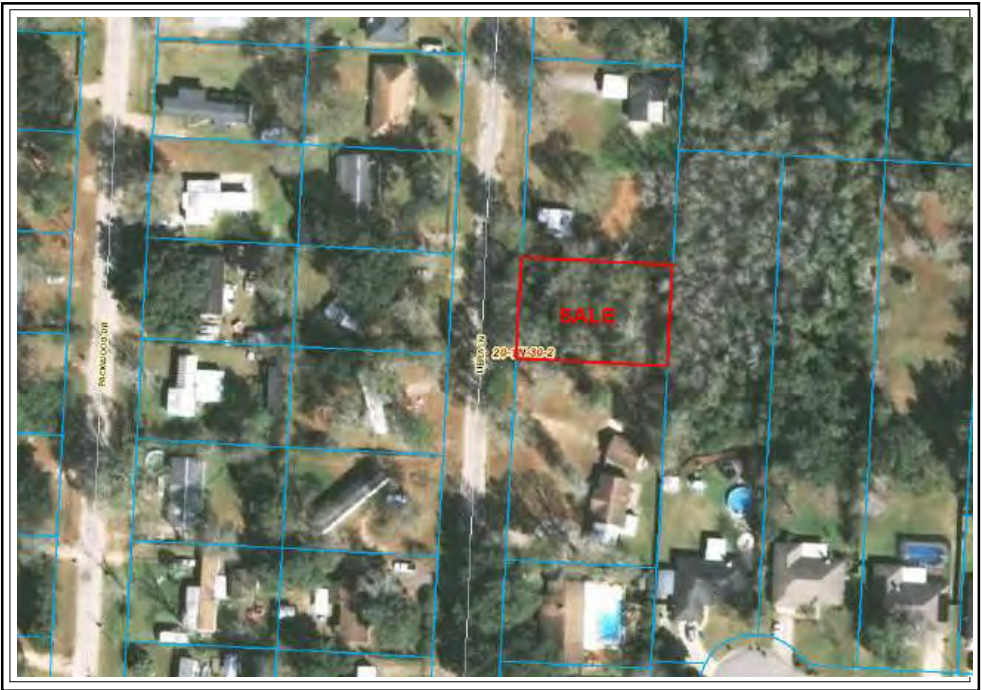
COMPARABLE SALE #1

300 Ellington Street  
Cantonment, FL 32533  
Sale Date: 12/15/2011  
Sale Price: \$ 3,250



COMPARABLE SALE #2

9950 Bristol Park Road  
Cantonment, FL 32533  
Sale Date: 07/31/2015  
Sale Price: \$ 5,000



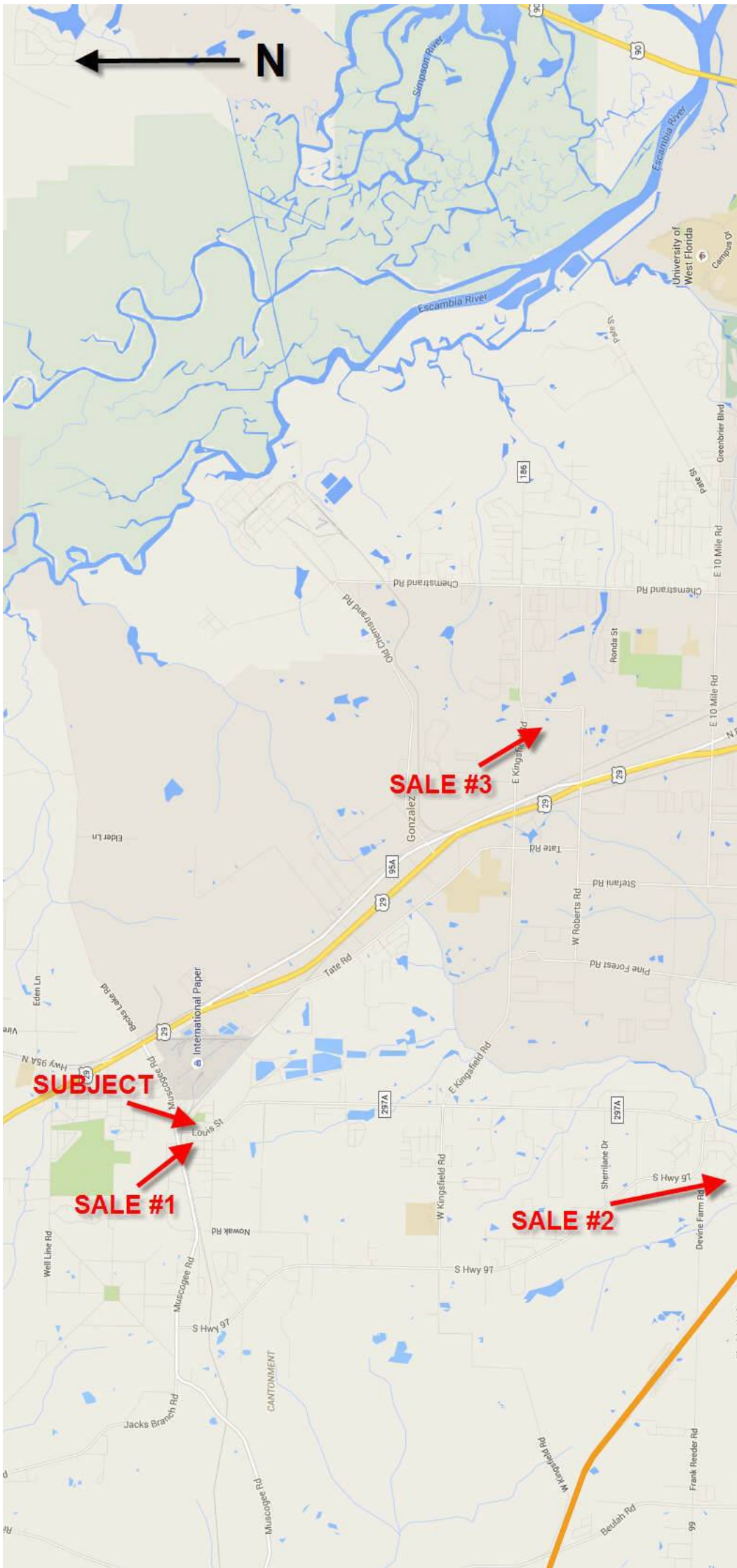
COMPARABLE SALE #3

2300 block Libra Lane  
Pensacola, FL 32534  
Sale Date: 09/08/2014  
Sale Price: \$ 8,500



LOCATION MAP

Borrower: N/A	File No.: 16081Z11
Property Address: 207 Webb Street	Case No.: SEM
City: Cantonment	State: FL
Lender: Escambia County Florida	Zip: 32533



USPAP ADDENDUM

Borrower: N/A				
Property Address: 207 Webb Street				
City:	Cantonment	County:	Escambia	State: FL Zip Code: 32533
Lender: Escambia County Florida				

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 240 to 360 days.

Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective opinion based on an analysis of past events that assumes a competitive and open market. The appraiser has determined that the subject property would have to have been exposed for eight to twelve months on the open market prior to the effective date of this appraisal at the appraised market value.


Additional Certifications

- ☒ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

Stephen McKenney, Florida State Registered Real Estate Trainee Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification. This assistance included visiting the subject property with the appraiser; researching the market area, subject property, and market trends; analyzing the market and comparable properties; and reporting of descriptions, research, and analysis.

APPRAISER:

Signature:   
Name: M. Eugene Presley  
Date Signed: 05/19/2016  
State Certification #: FL Certified RE Appraiser #0000103  
or State License #:   
or Other (describe): State #:   
State: Florida  
Expiration Date of Certification or License: 11/30/2016  
Effective Date of Appraisal: May 16, 2016

SUPERVISORY APPRAISER (only if required):

Signature:   
Name:   
Date Signed:   
State Certification #:   
or State License #:   
State: Florida  
Expiration Date of Certification or License:   
Supervisory Appraiser inspection of Subject Property:  
☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-10873

County Administrator's Report 10. 2.

BCC Regular Meeting

Discussion

Meeting Date: 09/01/2016

Issue: Ceasing Operations of the Helicopter Pad at the Perdido Key Fire Station

From: Doug Underhill, Commissioner

Organization: Board of County Commissioners

CAO Approval:

---

### **RECOMMENDATION:**

Discussion Concerning Ceasing Operations of the Helicopter Pad at the Perdido Key Fire Station - Commissioner Doug Underhill, District 2

### **BACKGROUND:**

N/A

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

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

N/A

### **IMPLEMENTATION/COORDINATION:**

N/A

---

### **Attachments**

Helipad Backup Information

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Board of County Commissioners • Escambia County, Florida

Horace L. Jones, Interim Department Director  
Development Services

August 24, 2016

Commissioner :

Under the current regulations within the LDC, helipad is not mentioned at all within the LDC. However, the term "emergency service" is defined and listed as a permitted use or a conditional use within certain zoning categories of Escambia County.

**Definition from Chapter 6 of the LDC:**

**Emergency service.** A service for the emergency protection of public health, safety, or general welfare, and the restoration of safe conditions, including law enforcement, fire fighting, medical assistance and transport, search and rescue, and hazardous material cleanup.

Now, the zoning categories with the term "emergency service" as a permitted use or a conditional use are stated below:

**Zoning Categories within the LDC as a permitted use :**

Agriculture  
Rural Residential  
Low Density Mixed Use  
High Density Mixed Use  
Commercial  
Heavy Commercial Light Industrial  
Industrial

**Zoning Categories as "conditional use" requires approval from the Board Adjustment:**

Low Density Residential & LDR- PK  
Medium Density Residential & MDR-PK  
High Density Residential & HDR-PK  
Recreation -PK



## Angela D. Crawley

---

**From:** David Wheeler  
**Sent:** Tuesday, August 09, 2016 5:31 PM  
**To:** Angela D. Crawley  
**Subject:** Fwd: Perdido CO's - Helipad  
**Attachments:** SKMBT\_C45116080916370.pdf

Angela,

After our conversation this morning Danya researched our archives and found an additional \$16.8k of approved change orders to the heloport.  $\$175k + \$16.8k = \$191.8k$ .

Sent from my Verizon 4G LTE smartphone

----- Original message -----

**From:** Danya L Clapp <[DLCLAPP@co.escambia.fl.us](mailto:DLCLAPP@co.escambia.fl.us)>  
**Date:** 8/9/16 4:49 PM (GMT-06:00)  
**To:** David Wheeler <[DWWHEELER@co.escambia.fl.us](mailto:DWWHEELER@co.escambia.fl.us)>  
**Cc:** Karen E Myers <[KEMYERS@co.escambia.fl.us](mailto:KEMYERS@co.escambia.fl.us)>  
**Subject:** Perdido CO's - Helipad

David,

I found a couple of things in the CO's / Owners Reserve related to the Helipad. Not sure if the Windsock is related or not – but it is also included in the paperwork.

CO #7 – Helipad Revisions – \$5,731.00

CO #7 – Relocate Light Boxes Helipad – \$907.00

CO #7 – Relocate Windsock – \$2207.00

OR #1 – Change to Polystyrene Insulation Helipad – \$8,033

Total Changes including the winsock = \$ 16,878.00

Danya C.

Administrative Assistant  
Esc. Co. Facilities - DCAT  
100 E. Blount Street  
Pensacola, FL 32501  
[dclapp@myescambia.com](mailto:dclapp@myescambia.com)  
850-595-3190

---

**From:** [dcat\\_copier@co.escambia.fl.us](mailto:dcat_copier@co.escambia.fl.us) [[mailto:dcat\\_copier@co.escambia.fl.us](mailto:dcat_copier@co.escambia.fl.us)]

**Sent:** Tuesday, August 09, 2016 5:38 PM

**To:** Danya L Clapp

**Subject:** Documents from DEX Imaging



**EXHIBIT F  
CONSTRUCTION CHANGE ORDER**

Change Order No.: 7r  
Date: March 7, 2013

Contract No. PD PD 10-11.079  
Date: November 17, 2011

To: Rod Cooke Construction Inc.  
PO Box 160226  
Mobile, AL 36616

Project Name Perdido Key Fire Station and Community Center

\*\*\*\*\*

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

**DESCRIBE CHANGES HERE:**

- |  |             |
|--|-------------|
| 1. Helipad Revisions   | \$ 5,731.00 |
| a. Add Roof Scuttle  |             |
| b. Add Steel Framing for Roof Scuttle                                  |             |
| c. Add temporary roof drain below helipad                              |             |
| 2. Relocate four (4ea) helipad light boxes that were already installed | \$ 907.00   |
| 3. Revise to slot diffusers in the Visitor Info. Center                | \$ 2,072.00 |
| 4. Relocate Windsock   | \$ 2,207.00 |
| 5. Approve 14 days for changes in work & 6 rain delay days = 20 days   |             |

	Dollars	Time in Calendar Days
Original Agreement Amount	\$ 4,620,000.00	585
Sum of Previous Changes	\$ (1,443,245.00)	
This Change Order	\$ 10,917.00	20
Adjusted Agreement Amount	\$ 3,187,672.00	605

The contract substantial completion date will be **increased / decreased** by 20 calendar days due to this Change Order. The new contract substantial completion date is July 15, 2013. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

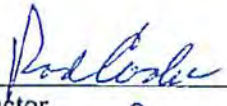
The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value change order.

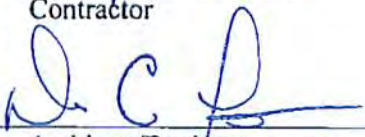
☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact)

3/27 Sent Originals in mail to Cont / A/E

that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Accepted , March 11, 2013 (Year)

By:   
Contractor

By:   
Architect/Engineer - DAG ARCHITECTS

By:   
Owner

F0030 (Revised 9/18/03)



### REQUEST FOR CHANGE (RFC)

To: DAG Architects

Project: Perdido Fire Station and Comm. Center

RFC#: 15-R1

**Rod Cooke Construction, Inc.**

3496 Halls Mill Road

Mobile, AL 36693

Ph: 251-450-0410 / Fx: 251-478-7260

Date: 3/10/2013

Re: Hellpad Changes

[illegible]

**Notes:**

Approved:

Authorized Representative \_\_\_\_\_

Work to begin after RCCI receives either an original, emailed, or faxed copy signed by the Owner's Authorized Representative. Failure to timely execute and return the RFC may result in additional costs and time delays.

Rob Littleton

From: Gipson, Owen [ogipson@dagarchitects.com]  
 Sent: Tuesday, February 05, 2013 1:28 PM  
 To: Rob Littleton; Brian Wittendorfer  
 Cc: Steve Leonard; George C Bush; rbpage@co.escambia.fl.us  
 Subject: FW: Roof Hatch  
 Attachments: Cut Sheet.pdf; Chart.pdf

Rob and Brian,

This hatch is acceptable. I will get Steve Leonard to produce a sketch showing the additional misc. steel framing we need to accommodate the hatch. Once you price the additional steel framing I will incorporate it into a change order for the county to execute.

Thanks,  
 Owen

Owen E. Gipson AIA  
 DAG Architects, Inc.  
 40 S Palafox Place, Suite 201  
 Pensacola, FL 32501  
 Office: 850.429.9003  
 Fax: 850.429.9005  
[www.dagarchitects.com](http://www.dagarchitects.com)



From: Rob Littleton [mailto:rlittleton@reconst.com]  
 Sent: Friday, February 01, 2013 3:27 PM  
 To: Gipson, Owen; Brian Wittendorfer; John Stidham  
 Subject: FW: Roof Hatch

Owen, please note the attached roof hatch, is this acceptable to you?

Rob Littleton, P.M.  
 Red Cooks Construction, Inc.  
 Phone: 251-450-0410  
 Fax: 251-478-7260  
 Cell: 251-331-1693

From: Philip Parker [mailto:phillip@gspecialties.com]  
 Sent: Thursday, January 31, 2013 3:44 PM  
 To: Rob Littleton  
 Subject: FW: Roof Hatch

Rob,

2/15/2013

*Roof Hatch APPROVAL  
 & PRICING.*

*MAT. = \$ 1403.00  
 INSTALL = \$*

The requested aluminum hatch is on S-60; it's the same size but 75 lbs less. Still meets Miami-Dade wind load.

Material price: \$ 1,283.00

Freight price: \$ 120.00

Philip Parker - ~~\$ 1,403.00~~

Estimator  
G.C. Specialties, Inc.  
2735 Maulville Dr.  
Mobile, AL 36608  
Phone: (251)478-1799 ext 103  
Fax: (251)478-1209  
Cell: (251)402-1140

Visit our Website: [www.gcspecialties.com](http://www.gcspecialties.com)

G.C. Specialties, Inc. is certified as a women's business enterprise through the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the U.S. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain.

This e-mail communication and any attachments contain confidential information from G.C. Specialties, Inc. and is intended for the recipient. If you are not the intended recipient, any use of, disclosure of, copying of, distribution of or other use of the information contained herein is strictly prohibited and may result in legal action. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you for your cooperation.

From: Philip Parker [<mailto:philip.parker@gcspecialties.com>]  
Sent: Thursday, January 31, 2013 9:10 AM  
To: 'Rob Littleton'  
Subject: Roof Hatch

Good morning Rob,

I've attached the diagram of the roof hatch I believe you're looking for. This is a standard surface mount unit with a steel finish. It's an S-20 Balco's most standard model.

1ea. S-20 Roof Hatch 36" x 30"

Material price: \$ 945.00

Freight price: \$ 150.00

I'll be out of the office for the next hour or so, call my cell if you need me.

Thanks

Philip Parker  
Estimator  
G.C. Specialties, Inc.  
2735 Maulville Dr.  
Mobile, AL 36608  
Phone: (251)478-1799 ext 103  
Fax: (251)478-1209  
Cell: (251)402-1140

Visit our Website: [www.gcspecialties.com](http://www.gcspecialties.com)

G.C. Specialties, Inc. is certified as a women's business enterprise through the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the U.S. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain.

2/15/2013



PROPOSAL



**STEEL SALES CO.**

P.O. Box 1182  
Gulf Breeze, FL 32562  
PH: 850-438-3666

PLANT/GENERAL OFFICES  
3003 N "E" STREET  
PENSACOLA, FLORIDA 32501  
FX. 850-458-0207

February 11, 2013

To: Rod Cooke Construction  
P. O. Box 160226  
Mobile, AL 36616

Attn: Rob Littleton

Re: Perdido Fire Station  
15300 Perdido Key Dr.  
Perdido Key, FL 32507

We propose to furnish the items listed below, F.O.B. jobsite,  
per drawings and specs. This proposal does not include sales tax.

ITEMS INCLUDED

- 1) Roof framing at roof hatch

PRICE: \$1820.00

+ INSTALL = \$ 500.00

TOTAL = \$ 2,320.00

(This above price does not include Sales Tax.)

Terms

Unless otherwise specified herein, the execution of this instrument and all material furnished hereunder will be in accordance with the current Standard Specifications and the Code of Standard Practice of the American Institute of Steel Construction, which are hereby referred to and made part hereof as if set forth herein.

Accepted by Buyer

STEEL SALES CO.

This \_\_\_\_\_ 20

By Ronald D. Ramsey  
850-982-0458

Approved \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**DATE REQUESTED: 5-24-12**

[illegible]

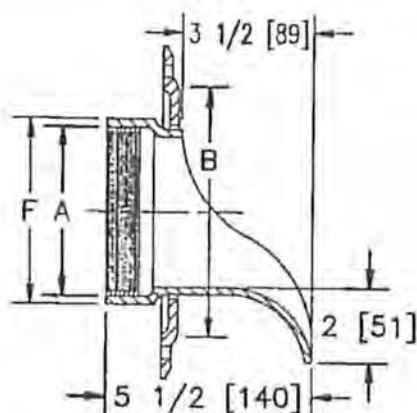


# Z-199 DOWNSPOUT NOZZLE

SPECIFICATION SHEET

TAG \_\_\_\_\_

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Changes Without Notice



A Pipe Size Inches	Dimensions in Inches		Approx. Wt. Lbs. [kg]
	B	F	
2 [50]	6 [152]	4 [102]	5 [2]
3 [75]			6 [3]
4 [100]	7 [178]	5 [127]	7 [3]
5 [125]	9 [229]	7 1/8 [181]	12 [5]
6 [150]			13 [6]
8 [200]	10 7/8 [276]	9 1/8 [232]	14 [6]
10 [250]	12 7/8 [327]	11 1/8 [283]	30 [14]

ENGINEERING SPECIFICATION: ZURN ZANB-199 Downspout Nozzle, All nickel bronze body, threaded inlet and decorative face of wall flange and outlet nozzle.

## OPTIONS (Check/specify appropriate options)

### PIPE SIZE

2 thru 6, 8, 10 [50 thru 150, 200, 250]

(Specify size/type) OUTLET

\_\_\_ IP Threaded

### PREFIXES

- \_\_\_ ZANB- All Nickel Bronze Body\*
- \_\_\_ ZAB- All Polished Bronze Body
- \_\_\_ ZARB- All Plain Bronze Body

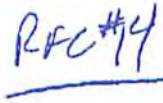
REV. B DATE: 3/5/87 C.N. NO. 77364

DWG. NO. 58841 PRODUCT NO. Z-199

\*REGULARLY FURNISHED UNLESS OTHERWISE SPECIFIED

ZURN INDUSTRIES, INC. • SPECIFICATION DRAINAGE OPERATION • 1801 Pittsburgh Ave. • Erie, PA 16514 • Phone: 814/453-0921 Fax: 814/454-7928  
In Canada: ZURN INDUSTRIES LIMITED • 3544 Keshua Drive • Mississauga, Ontario L4V1L2 • Phone: 905/405-6372 Fax: 905/405-1292

Work to begin after RCCI receives either an original, emailed, or faxed copy signed by the Owner's Authorized Representative. Failure to timely execute and return the RFC may result in additional costs and time delays.



**SANDELS BROTHERS ELECTRIC, INC.**  
LICENSE # EC 0001735  
INDUSTRIAL, COMMERCIAL, HEALTH-CARE, FIRE ALARM, ELECTRICAL SERVICE  
8126 KIPLING ST. PENSACOLA, FL 32514  
(850) 857-0701 FAX (850) 434-8084

DATE: March 4, 2013

Page 1

DESCRIPTION	QUANTITY	LABOR		MATERIAL	
		UNIT PRICE	PER	UNIT PRICE	PER
Rework 4 Light Boxes	1			\$ 240.00	\$ 12.00
PVC	40'	\$ 0.75		\$ 30.00	\$ 0.36
				\$ 270.00	
PM				\$ 30.00	Tax
				\$ 300.00	
PT & I				\$ 135.00	
				\$ 435.00	
Material				\$ 27.95	
				\$ 482.95	
MU 10%				\$ 48.30	
				\$ 509.25	



## REQUEST FOR CHANGE (RFC)

To: DAG Architects

Project: Perdido Fire Station and Comm. Center

RFC#: 13-R1

Re:

**Rod Cooke Construction, Inc.**

3496 Halls Mill Road

Mobile, AL 36693

Ph: 251-450-0410 / Fx: 251-478-7260

Date: 3/7/2013

[illegible]

**NOTES:**

Approved: *[Signature]*  
Authorized Representative

Work to begin after RCCI receives either an original, emailed, or faxed copy signed by the Owner's Authorized Representative. Failure to timely execute and return the RFC may result in additional costs and time delays.

**DATE REQUESTED: 2-25-13**

LABOR						
DATE	CLASSIFICATION	MAN HOURS		RATE		TOTAL COST
		ST	OT	ST	OT	
	Mechanic	5		24.5		\$ 122.50
	Labor	5		16.32		\$ 81.60
	Supervision	1		24.5		\$ 24.50
	Admin	2		24.5		\$ 49.00
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**Brian Wittendorfer**

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**From:** semcocorporate.com [mailto:btuner@semcocorporate.com]  
**Sent:** Monday, February 25, 2013 11:50 AM  
**To:** 'Brian Wittendorfer'  
**Cc:** 'Ken Kheel'  
**Subject:** RE: VIC Slot Diffusers  
**Attachments:** VIC Lobby Duct\_1387\_0001.jpg; VIC Lobby Duct\_1388\_0001.jpg

Brian,

The duct shown on the sketch will not fit in the space above the ceiling in the lobby and it will not fit through the trusses. to understand look at Detail A1 on Drawing A308. Also see our suggestion attached, I think this is our best option. I will bring these with me tomorrow.

Bruce

---

**From:** Brian Wittendorfer [mailto:bwittendorfer@rcconst.com]  
**Sent:** Monday, February 25, 2013 6:51 AM  
**To:** 'semcocorporate.com'  
**Cc:** 'Rob Littleton'; 'John Siddham'  
**Subject:** FW: VIC Slot Diffusers

Bruce,

See below emails and attached sketches for the diffusers at the Community Center Room 101 Lobby/Information. The architect/engineer have changed from lay in to slot diffusers. Please advise of any cost changes, so I can submit to the architect for approval. The next OAC Meeting is scheduled for Thursday 2-28-13 @ 2pm.

Thanks,

Brian Wittendorfer  
Project Manager  
Rod Cooke Construction, Inc.  
[bwittendorfer@rcconst.com](mailto:bwittendorfer@rcconst.com)  
Ph. 251-450-0410  
Fx. 251-478-7260

**From:** Marshall Caum [mailto:mcaum@premierengineeringgroup.com]  
**Sent:** Friday, February 22, 2013 4:31 PM  
**To:** Gipson, Owen  
**Cc:** Brian Wittendorfer; Rob Littleton; Chuck Brown  
**Subject:** VIC Slot Diffusers

Owen,

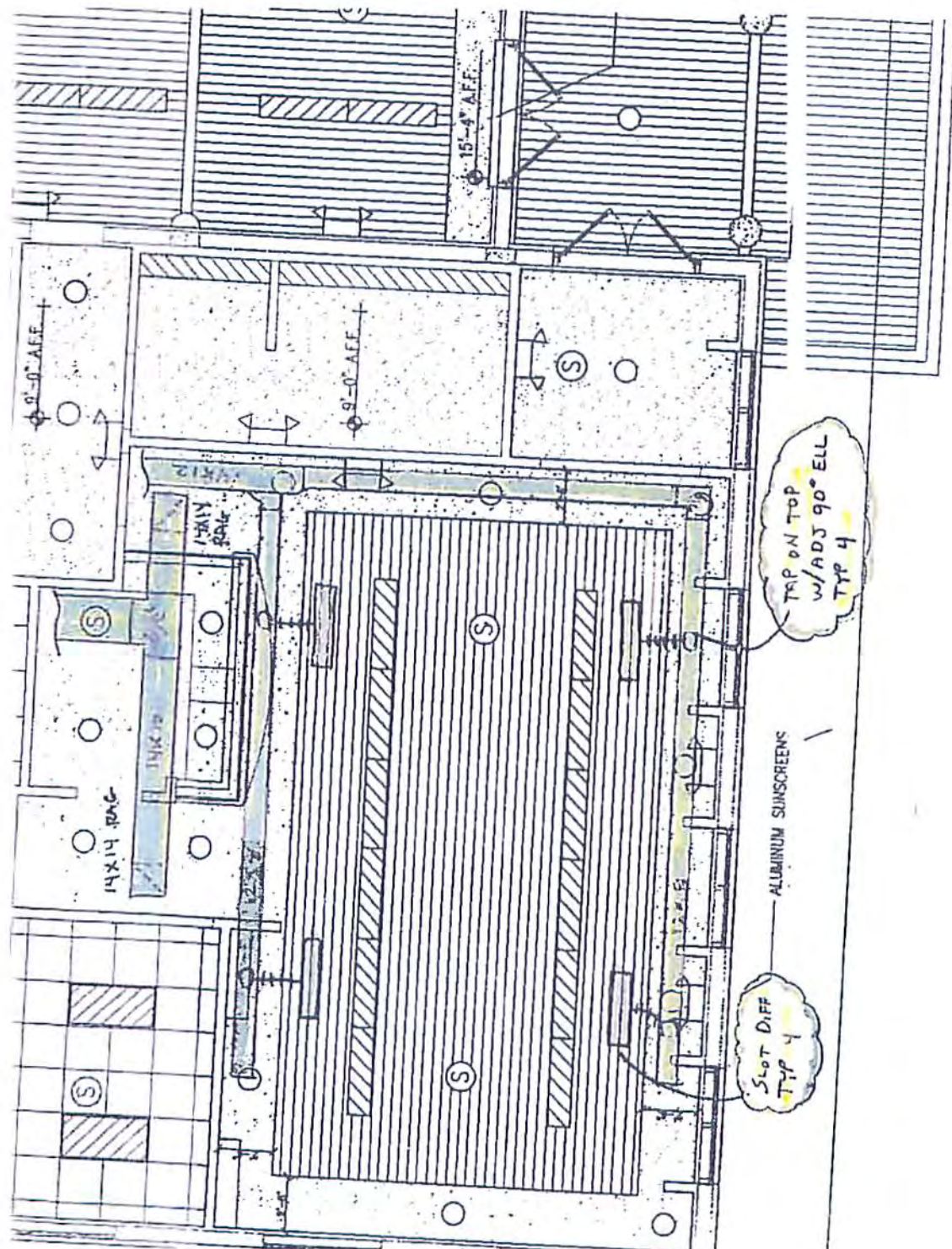
Please see the attached sketches.

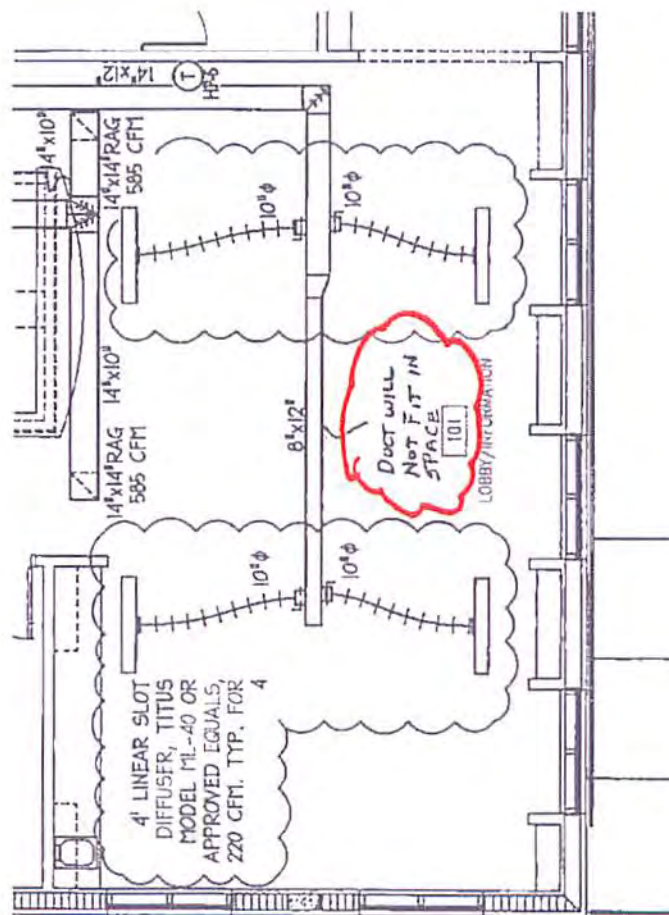
Thanks,  
Marshall Caum  
Mechanical Engineer  
Premier Engineering Group

410 W. Nine Mile Rd. Suite A  
Pensacola, FL 32534  
(P) 850-469-0405 (F) 850-432-0905

From: Gipson, Owen (<mailto:ogipson@dagarchitects.com>)  
Sent: Friday, February 22, 2013 10:55 AM  
To: Marshall Caum  
Cc: Brian Wittendorfer; Rob Littleton  
Subject:

Marshall,  
Please revise your mechanical and issue me a drawing as soon as possible to provide slot diffusers in lieu of the lay in diffusers you had previously shown in the documents. The lay in diffusers won't work in our vaulted ceiling.  
Thanks for your help with this.  
Have a great weekend!!!  
Owen





# HVAC PLAN - VISITOR INFORMATION/COMMUNITY CENTER

SCALE: 3/16" = 1'-0"



PROJECT PERDIDO KEY FIRE STATION  
& COMMUNITY CENTER

SHEET TITLE HVAC  
PLAN - VISITOR INFORMATION/  
COMMUNITY CENTER

**Premier Engineering Group, LLC**  
410 W. NINE MILE RD. PENSACOLA, FL. 32534

REFERENCED SHEET No. M104 - PD

SKETCH  
1 OF 2

DATE 2/22/2013

DRAWN M. CALUM



Owners Reserves/Allowances Drawdown



Drawdown No.: 001

Project Name: Perdido Key Fire Station/VIC/Community Center

Project Number: PD 10-11.079 Date: November 17, 2011

Beginning Owners Reserves Balance: \$ 32,900.00

Total Cost of Previously Approved Changes: \$ 0.00

Current Reserve Balance: \$ 32,900.00

Description and Detail of Change:

RFC#16	Change to polystyrene insulation at helipad	(\$8,033)
RFC#34	Raise electrical panels at Fire Station (days were processed on CO#010)	(\$2,331)
RFC#35	Raise lights in multi-purpose room of CC	(\$641)
RFC#36	Extra exterior coat of paint for color change	(\$4,396)
RFC#37	Guardrail at Fire Station	(\$1,205)
RFC#43	38 Additional Concrete bumpers for parking lot	(\$2,454)
RFC#44	Additional locksets for doors 116c, 101B and C101B	(\$2,061)
RFC#45	Additional Elevator items required by Inspector	(\$3,451)
RFC#47	Change to 2x2 Lights at warming kitchen due to HVAC mfr. change	(\$ 890)

Total Cost of this Change: (\$25,462)

Reserve Balance after this Change: \$7,438

Additional Days added by this change: 0

Total Days for Substantial Completion: 649

**Re: Polystyrene Insulation in lieu of Polyiso Insulation under Helipad**

**Work to begin after RDCI receives either an original, emailed, or faxed copy signed by the Owner's Authorized Representative. Failure to timely execute and return the RFC may result in additional costs and time delays.**

July 17, 2013

RCCI  
3496 Halls Mill Road  
Mobile, AL 36693  
Attn: Brian Wittendorfer



RE: PERDIDO KEY FIRE STATION

Brian,

Please find listed below my breakdown of the additional cost involved to furnish and install extruded polystyrene in lieu of polyisocyanurate thru a roof hatch under the enclosed helipad. The extruded polystyrene requires 7.5" to achieve the same R value of 6" of polyisocyanurate. R value will be R = 37.

MATERIAL

ISO - 50 sq @\$99.00/sq	=	(\$ 4,950.00)
3" Extruded - 25 sq @ \$130.59/sq	=	\$ 3,264.75
3" Extruded - 25 sq @ \$130.59/sq	=	\$ 3,264.75
1.5" Extruded - 25sq @ \$70.00/sq	=	\$ 1,750.00
Sales Tax	=	\$ 332.95
Material Subtotal	=	\$ 3,662.45

ADDITIONAL LABOR TO INSTALL THRU HATCH

Crew Day - 2 Days @ \$1,670.00/day	=	\$ 3,340.00
Labor Subtotal	=	\$ 3,340.00

Truck / Fuel - 2 Days	=	\$ 497.55
-----------------------	---	-----------

**TOTAL**

=	\$	
=	\$	
=	\$	
=	\$	7,500.00

- Qualification - Insulation will be loose laid.

If you have any further questions or concerns, please call me at 251/621.8450.

Sincerely,  
ALL-SOUTH SUBCONTRACTORS, INC.

Brian Schaffer  
Branch Manager

cc: Bennie Goldman  
File

11118 HIGHWAY 31 • SPANISH FORT, ALABAMA 36527  
251.621.8450 F 251.621.8420 Y www.allsouthsub.com

Equal Employment Opportunity





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-10687**

**County Attorney's Report 10. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 09/01/2016

**Issue:** Scheduling an Attorney/Client Session on September 22, 2016 to Discuss Pending Litigation

**From:** Charles Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Scheduling an Attorney/Client Session on September 22, 2016 at 3:45 p.m. to Discuss Pending Litigation in The Cases of *Retha Milstead v. Escambia County*, Case No.:3:15-cv-501-RV/CJK, *Caleb Dennis v. Escambia County*, Case No.:3:15-cv-00446-MCR/EMT and *Jody Nix v. Escambia County*, Case No.: 3:15-cv-00379-MCR/CJK.

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with section 286.01(8), Fla. Stat. for September 22, 2016 at 3:45 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, September 10, 2016.

#### **PUBLIC NOTICE**

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the cases of *Retha Milstead v. Escambia County*, Case No.:3:15-cv-501-RV/CJK, *Caleb Dennis v. Escambia County*, Case No.:3:15-cv-00446-MCR/EMT, and *Jody Nix v. Escambia County*, Case No.: 3:15-cv-00379-MCR/CJK, in accordance with section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, September 22, 2016 at 3:45 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Grover C. Robinson, IV, Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Pepler representing Escambia County, and a certified court reporter will attend the attorney/client session.

**BACKGROUND:**

To be provided to the Board at the attorney/client session.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10864

County Attorney's Report 10. 2.

BCC Regular Meeting

Action

Meeting Date: 09/01/2016

Issue: Authorize Payment of Documentary Stamps on Deed of the Real Property located at 701 Wenday Lane Owned by Carolyn Davis

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning Authorization of the Payment of Documentary Stamps for the Real Property Located at 701 Wenday Lane, owned by Carolyn Davis

That the Board authorize the payment of documentary stamps for the real property located at 701 Wenday Lane, owned by Carolyn Davis, because the real property is being purchased for governmental use and the County benefits from the purchase because of the settlement of pending litigation, including a claim of inverse condemnation. This Board previously approved the settlement and mediation agreement, dated June 29, 2016, in Case No.: 2014 CA 001048, Carolyn Davis v. Escambia County.

### **BACKGROUND:**

The real property is being purchased for governmental use and the County benefits from the purchase because of the settlement of pending litigation, including a claim of inverse condemnation. This Board has previously approved the settlement and mediation agreement dated June 29, 2016 which provides for the purchase of the real property at 701 Wenday Lane owned by Carolyn Davis and her husband Ledwan Womack. As part of the terms and conditions for purchase of this real property, County obligated itself to pay the documentary stamps on the deed for the purchase of the real property. The property will be used for mitigation of stormwater drainage and other public purposes.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-10871

County Attorney's Report 10. 1.

BCC Regular Meeting

Discussion

Meeting Date: 09/01/2016

Issue: Notice of Proposed Assessment For Sales and Use Tax

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

---

### RECOMMENDATION:

Recommendation Concerning the Notice of Proposed Assessment for Sales and Use Tax from the Florida Department of Revenue.

That the Board consider the following options concerning the Notice of Proposed Assessment for Sales and Use Tax from the Florida Department of Revenue:

A. **Remit payment** in full to the Florida Department of Revenue in the total assessed amount of \$94,465.82 plus additional daily interest accruing at a rate of \$15.59 per day from August 9, 2016, through the date of payment;

OR

B. File an **informal protest** with the Florida Department of Revenue objecting to the proposed assessment and request a determination by the Office of Technical Assistance and Dispute Resolution. The resulting Notice of Decision may be appealed by filing a petition for formal protest with the Florida Department of Revenue (Option C below) or filing a complaint in the appropriate circuit court (Option D below);

OR

C. File a petition for **formal protest** with the Florida Department of Revenue, Office of General Counsel, objecting to the proposed assessment and request an administrative hearing with either the Department or the Division of Administrative Hearings (DOAH), in which case the Board would waive any right to proceed with a judicial proceeding in circuit court. The resulting Final Order may be appealed to the First District Court of Appeal;

OR

D. File a **formal complaint** against the Florida Department of Revenue in the Circuit

Court of the First Judicial Circuit to contest the legality of the assessment, in which case the Board would waive any right to proceed with an administrative proceeding under Chapter 120. When filing the Complaint, the contested amount must be secured by a cash or surety bond or tendered into the registry of the court pending final disposition. The resulting judgment may be appealed to the First District Court of Appeal.

### **BACKGROUND:**

The County's records were recently audited by the Florida Department of Revenue (DOR) for sales and use tax liability pursuant to Chapter 212, Florida Statutes. The audit period extended from October 1, 2012, through September 30, 2015. Following the DOR's investigation, the Clerk's Office received a Notice of Intent to Make Audit Changes, dated June 8, 2016, citing a deficiency for unpaid sales taxes in the amount of \$104,873.83 plus interest. The auditor's report included proposed assessments for payments received by the County for two different types of transactions that occurred during the audit period.

The first assessment related to consideration paid for the rental of stalls at the County's Equestrian Center, which were deemed taxable transactions pursuant to §212.12, Florida Statutes. A sales tax was imposed for payments received during the audit period in an amount equal to \$20,783.59, exclusive of any interest or penalties.

The second assessment related to monthly commission payments received from the inmate phone service provider, Centurylink, which were calculated as a percentage of the provider's monthly gross revenue as defined in the service agreement. While the provider pays a tax on the gross revenue, the DOR determined the commission payments paid to the County represented a separate taxable transaction as consideration for a license to use space. For all commission payments received during the audit period, a sales tax was imposed in an amount equal to \$84,090.24, exclusive of any interest or penalties.

On July 6, 2016, representatives of the Clerk's Office and the County Attorney's Office attended an informal conference with the auditor, William Herman, and the auditor supervisor, Jane Sturgill, to discuss the proposed audit changes. The parties agreed to the proposed audit changes related to the stall rental payments, but remained opposed as to the taxability of the commission payments.

Following the conference, the Clerk's Office remitted payment to the DOR in the amount of \$23,334.99 for the uncontested portion of the assessment, and on August 8, 2016, the Clerk's Office received a Notice of Proposed Assessment for the remainder in the amount of \$94,465.82 plus additional interest accruing at a rate of \$15.59 per day from August 9, 2016, through the date of payment. The County has sixty (60) calendar days from the date of the notice to either pay the proposed assessment plus interest or request review through an informal protest, an administrative hearing, or a judicial proceeding.

### **BUDGETARY IMPACT:**

The commission payments that are the subject of the proposed assessment are deposited into the inmate welfare fund, and the fund retains a balance sufficient to pay the deficiency.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has been in consultation with the Clerk's Office during the audit process.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Notice of Proposed Assessment

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# NOTICE OF PROPOSED ASSESSMENT

DR-831  
R. 01/13  
Page 1 of 2

08/08/2016

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
221 PALAFOX PL STE 130  
PENSACOLA FL 32502-5833

Audit Number : 200194255  
Tax : Sales and Use Tax  
ID Number : 59-6000598  
Audit Period : 10/01/2012 - 09/30/2015

The *Notice of Proposed Assessment* ("Notice") identifies the deficiency resulting from an audit of your books and records for the audit period indicated. The Department has previously provided you with schedules of the various transactions supporting the basis for the proposed assessment.

Assessment Authority: Chapter 212, F.S.

Tax		\$	104,873.83
Penalty		\$	0.00
Penalty - Fraud		\$	0.00
Penalty - Other		\$	0.00
Interest Through	08/08/2016	\$	12,926.98
Total Deficiency		\$	117,800.81
Less: Payment(s)		\$ (	23,334.99 )
Less: Offset (s)		\$	0.00
Balance Due		\$	94,465.82

Plus additional daily interest at 15.59% per day from 08/09/2016, through the payment date. See Page 2, "Addendum to Notice of Proposed Assessment" for explanation of interest rates (if applicable).

If you do not agree with the proposed assessment, you may request a review through one of the following:

- informal protest
- administrative hearing
- judicial proceeding

The enclosed brochure provides you with the procedures for requesting a review.

If you file an **informal written protest**, you must file it with the Department no later than 10/07/2016, unless you request and receive an extension prior to this date. If you fail to file an informal written protest, the proposed assessment will become a **FINAL ASSESSMENT** on 10/07/2016.

If you request an **administrative hearing** or **judicial proceeding**, you must file your request no later than 12/06/2016 or 60 days from the date the assessment becomes a Final Assessment. Florida Statutes mandate this time limit and the Department cannot extend it. You must file the petition for an administrative hearing with the Department of Revenue. For judicial proceedings, you must file a complaint with the appropriate Clerk of the Court.

If a balance is due and you agree with the proposed assessment, please pay the balance due within 60 days from the notice date. Please return your payment in the enclosed envelope and include the NOPA remittance coupon.

The amount shown on this notice may not include: credits, payments, notices of tax action, delinquency notices or other billings previously issued by the Department.

**NOTE:** If you are protected by Federal Bankruptcy Law, you are not required to pay except as provided by Title 11 United States Code (U.S. Bankruptcy Code).

Refer questions and correspondence to:

Compliance Support Process  
P.O. Box 5139  
Tallahassee, FL 32314-5139  
Phone: 850-617-8565 Fax: 850-245-5981



**Addendum to Notice of Proposed Assessment**  
Schedule of Tax, Penalty and/or Interest

DR-831  
R. 01/13  
Page 2 of 2

08/08/2016

ESCAMBIA COUNTY BOARD OF COUNTYCOMMISSIO  
221 PALAFOX PL STE 130  
PENSACOLA FL 32502-5833

Audit Number : 200194255  
Tax : Sales and Use Tax  
ID Number : 59-6000598  
Audit Period : 10/01/2012 - 09/30/2015

I. 12% Interest Rate		II. Market Interest		III. Combined Liability			
Applied Period		Applied Period		Combined Applied Period			
Tax	Interest Through 08/08/2016	Tax	Interest Through 08/08/2016	Tax	Penalties	Interest Through 08/08/2016	Total
\$	\$	\$	\$	\$	\$	\$	\$
0.00	0.00	104,873.83	12,926.98	104,873.83	0.00	12,926.98	117,800.81
					Less: Payments		( 23,334.99 )
					Offsets		0.00
					<b>Balance Due</b>		\$ 94,465.82

- I. Twelve (12) Percent Interest Rate: For taxes due on or before December 31, 1999, an interest rate of 12% per annum applies, except for Corporate Income and Emergency Excise Taxes. The additional daily interest amount for this portion of the liability is \$ 0.00.
- II. Market Interest Rate: For taxes due on or after January 1, 2000, a floating interest rate applies. This rate will be updated January 1 and July 1 of each year. The additional daily interest amount for this portion of the liability is \$15.59. Current and prior interest rates are posted on our Internet site at: [www.myflorida.com/dor](http://www.myflorida.com/dor) or you can contact Taxpayer Services at 800-352-3671 and select Information on Taxes from the option menu.
- III. Combined Liability: This column combines columns I and II and represents the total tax, penalties and interest assessed. The combined daily interest amount is \$15.59. Please include additional interest accrued from 08/09/2016 through the date your payment is postmarked.

Refer questions and correspondence to:

Compliance Support Process  
P.O. Box 5139  
Tallahassee, FL 32314-5139  
Phone: 850-617-8565 Fax: 850-245-5981



## NOPA Remittance Coupon

DR-839  
N 10/03

08/08/2016

ESCAMBIA COUNTY BOARD OF COUNTYCOMMISSIO  
221 PALAFOX PL STE 130  
PENSACOLA FL 32502-5833

Business Partner: 1261893  
Audit Number: 200194255  
Audit Period: 10/01/12-09/30/15  
Tax type: Sales and Use Tax

To ensure proper credit, please detach and include the preprinted remittance coupon below when submitting payments.

The amount of interest owed has been calculated through the Interest Through date shown on the NOPA. When submitting your payment, please remember to include the additional interest amount accrued since that date.

To calculate the additional interest amount, multiply the number of days since the Interest Through date times the daily interest amount. The daily interest amount is also shown on the NOPA.

Detach For Processing  
**NOPA Remittance Coupon**

DR-839  
N 10/03

Service Center:
Business Partner: 1261893
Audit Number: 200194255

Make check or money order payable to:  
Florida Department of Revenue  
5050 West Tennessee Street  
Tallahassee, Florida 32399-0100

Check Number
Tax Type: Sales and Use Tax
Remittance Total: .

ESCAMBIA COUNTY BOARD OF COUNTYCOMMISSIO  
221 PALAFOX PL STE 130  
PENSACOLA FL 32502-5833

0600 0 20150930 0001003059 6 6200194255 0000 8