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 – December 8, 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 Robinson.

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 - Check by Pensacola Habitat for Humanity to the Board of County Commissioners.

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Rebecca McMullen, a Senior Budget Analyst in the Management and Budget Services Division, on her selection as the "Employee of the Year" for 2016;

B. Adopt the Proclamation commending and congratulating Nicholas Jordan, Safe Neighborhood Coordinator, Neighborhood & Human Services Department/Community Redevelopment Agency, on his selection as the "Employee of the Month" for December 2016;

C. Ratify the Proclamation dated November 10, 2016, commending and congratulating Donald R. Mayo on his retirement with a total of 38 years of faithful and dedicated service to Escambia County; and

D. Ratify the Proclamation dated November 28, 2016, congratulating Ms. Arnetha Welcome on her retirement and commending her for her outstanding record of service at Hurlburt Field, Florida.

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

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.

9. 5:31 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

10. 5:32 p.m. TEFRA Public Hearing for consideration of authorizing the issuance by the Florida Development Finance Corporation of not to exceed $9,000,000 in Multifamily Housing Revenue Bonds on behalf of JPC Charities, and/or one or more related and/or affiliated entities.

Recommendation: That the Board take the following action concerning the issuance, by the Florida Development Finance Corporation (the "Issuer"), of not to exceed $9,000,000 in Multifamily Housing Revenue Bonds (the "Bonds"), on behalf of JPC Charities, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), for the purpose of (A) financing, refinancing, or reimbursing the Borrower for the cost of certain capital improvements for or to the 218-unit residential rental housing facility known as Peachtree Commons Apartments, located at 4600 Twin Oaks Drive, Pensacola, Florida 32506 (the "Project"); (B) funding any necessary reserve; (C) funding capitalized interest on the Bonds; and (D) paying the costs associated with the issuance of the Bonds:

A. Ratify the scheduling and publication of the Notice of the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds and advertising of the notice of Public Hearing;

B. Conduct the TEFRA Public Hearing; and

C. Following the TEFRA Public Hearing, adopt, and authorize the Chairman to execute, the Resolution (i) amending the Joinder approved by the Board on September 29, 1997, to the Interlocal Agreement with Orange County, Florida, dated as of April 12, 1994, allowing the Issuer to function within the jurisdictional boundaries of the County in order to finance the Project, and (ii) approving the issuance of the Bonds upon the terms established therein. The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

11. 5:33 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an alleyway in Block 58 of Englewood Heights Subdivision:

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of an alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 150 feet), as petitioned by Ronald D. Ramsey:

A. Approve or deny the Petition to Vacate a portion of an alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 150 feet), as petitioned by Ronald D. Ramsey;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

12. 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 October 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended October 31, 2016, as required by Ordinance Number 95-13; on October 31, 2016, the portfolio market value was $245,494,791 and portfolio earnings totaled $218,584 for the month; the short-term portfolio yield was 0.56%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.41%; the long-term CORE portfolio achieved a yield of 1.27%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.99%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the September 2016 Returns Received in October 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the September 2016 returns received in the month of October 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the first month of collections for the Fiscal Year 2017; total collections for the month of September 2016 returns was $774,540.31; this is a 7.62% increase over the September 2015 returns; total collections year to date are 7.62% more than the comparable time frame in Fiscal Year 2016.

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 Committee of the Whole Workshop held November 10, 2016;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 17, 2016;

C. Approve the Minutes of the Regular Board Meeting held November 17, 2016; and

D. Approve the Minutes of the Special Installation and Organization Meeting held November 22, 2016.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter 3, Zoning Regulations and Chapter 6, Definitions

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Article 1, General Provisions, Section 3-1.4 Allowed Uses; Article 2, Mainland Districts, Sections 3-2.2, 3-2.4, 3-2.6, 3-2.9, 3-2.10, and 3-2.11; Article 4 Perdido Key Districts, Sections 3-4.5, 3-4.6 and 3-4.7; Article 5, Pensacola Beach Districts, Sections 3-5.4, 3-5.6 and 3-5.7 and Chapter 6, Definitions, Section 6-0.3 Terms defined, to address the compassionate use of low-THC and medical cannabis.

This is the first of two required public hearings.

2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter (3), Article 2, Section(s) 3-2.2-3-2.15, Chapter (3), Article 4 Section(s) 3-4.2-3-4.9, Site and Building Requirements

That the Board review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.2 “Agricultural (Agr),” Section 3-2.3 “Rural residential District (RR),” Section 3-2.4 “Rural Mixed-Use District (RMU),” Section 3-2.5 “Low Density Residential District (LDR),” Section 3-2.6 “Low Density Mixed-Use District (LDMU),” Section 3-2.7 “Medium Density Residential District (MDR),” Section 3-2.8 “High Density Residential District (HDR),” Section 3-2.9 “High Density Mixed-Use District (HDMU),” Section 3-2.10 “Commercial District (COM),” Section 3-2.11 “Heavy Commercial and Light Industrial (HC/LI),” Section 3-2.12 “Industrial (Ind),” Section 3-2.13 “Recreation (Rec),” Section 3-2.14 “Conservation (Con),” Section 3-2.15 “Public (Pub),” Chapter 3, Article 4, Section 3-4.2 “Low Density Residential (LDR-PK),” Section 3-4.3 “Medium Density Residential (MDR-PK),” Section 3-4.4 “High Density Residential (HDR-PK),” Section 3-4.5 “Commercial (Com-PK),” Section 3-4.6 “Commercial Core (CC-PK),” Section 3-4.7 “Commercial Gateway (CG-PK),” Section 3-4.8 “Planned Resort (PR-PK),” and Section 3-4.9 “Recreation (Rec-PK)," to modify "Site And Building Requirements" adding street right-of-way setbacks and adding corner lots.

3. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter 4, Sections 4-4.1, 4-4.2(d), 4-4.2(f), and 4-4.4(b)(3) by Adopting the Air Installations Compatible Use Zones Study (AICUZ) for NAS Pensacola and NOLF Saufley 2010

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Article 4, Section 4-4.1 "Purpose of Article," and Section 4-4.2(d) "Source Standards," by including the "Air Installations Compatible Use Zones Study for NAS Pensacola and NOLF Saufley 2010", and Section 4-4.2(f) to change the abbreviation for the 24-hour day-night average sound level abbreviation from Ldn to DNL, and Section 4-4.4(b)(3) "Establishment".

4. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel From the Escambia County Mid-West Sector Plan, Detailed Specific Area Plan (DSAP)

   That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO) an Ordinance removing parcel within Section 3, Township 1N, Range 31W, Parcel Number 1302-000-003, from the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan.

   This hearing serves as the first of two required public hearings before the BCC as set forth in Section 2-7.2(a) and F.S. 125.66(4)(b).

5. 5:50 p.m. - A Public Hearing Concerning the Issuance of a Recycling Permit for a Vegetative Yard Trash Recycling/Processing Facility Located at 2170 Longleaf Drive, Eager Beaver, LLC

   That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a recycling permit for a vegetative yard trash recycling/processing facility located at 2170 Longleaf Drive, owned by Eager Beaver, LLC.

II. Action Item

1. Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

   That the Board review and approve a hold harmless agreement with Donald and Susan Lumbard for construction of a seawall at 10134 Lillian Highway, Parcel I.D. # 14-2S-31-2000-000-002. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

2. Recommendation Concerning the Review of Quail Ridge Subdivision Conversion

   The recommendation and backup will be distributed under separate cover.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

January 5, 2017

A. 5:45 p.m - A Public Hearing to Amend the Official Zoning Map to include the following Rezoning Cases Heard by the Planning Board on December 6, 2016.

1. Case No.:	***Z-2016-10***
Address:	Beulah Road, 10035 Beulah Road, 10000 BLK Beulah Road, 10000 BLK Rebel Road
Property Reference No.:	06-1S-31-1101-006-001; 06-1S-31-1102-000-001; 06-1S-31-1102-000-000; 06-1S-31-1102-000-003
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Joe Rector, Agent for John & Margarita Berry, Charles & Shirley Rettew, John & Angela Russo, Owners
2. Case No.:	***Z-2016-12***
Address:	599 Fairfield Drive
Property Reference No.:	12-2S-31-1403-000-004
From:	HDR, High Density Residential district (18 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:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Frederick & Dorothy Bourquet, Owner
3. Case No.:	***Z-2016-13***
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
From:	HDR, High Density Residential district (18 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:	3
Request by:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner

B. 5:46 p.m. - A Public Hearing - Large Scale Map Amendment - 11975 Beulah Road - LSA-2016-03 (first of two public hearings)

C. 5:47 p.m. - A Public Hearing - Spot Zoning Ordinance

D. 5:48 p.m. - A Public Hearing - Ordinance Removing the OLF Saufley Airport Out of the Comprehensive Plan - CPA-2016-02 (second of two public hearings)

E. 5:49 p.m. - A Public Hearing - Large Scale Map Amendment 2016-02 - Saufley Field Road (second of two public hearings)

F. 5:50 p.m. - A Public Hearing to Amend the Official Zoning Map to include the following Rezoning Case Heard by the Planning Board on October 4, 2016.

Case No.:	***Z-2016-08***
Address:	5700 Block Saufley Field Road
Property Reference No.:	02-2S-31-3000-002-002
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	I, Industrial **(MU-S, Mixed-Use Suburban, pending approval of 5:49 p.m. PH)**
Commissioner District:	1
Requested by:	David Fitzpatrick, Agent for Todd Stafford, Owner

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Resolution Approving an Agreement of Resignation, Appointment and Acceptance in Connection with Certain Bonds Issued on Behalf of Gulf Power Company - Jolinda Herring, Shareholder, Bryant Miller Olive P.A.

   That the Board adopt and authorize the Chairman to execute the Resolution approving the Agreement of Resignation, Appointment and Acceptance (the "Agreement") among the County, as the issuer of the Bonds on behalf of Gulf Power Company, The Bank of New York Mellon Trust Company, N.A. (the "Prior Trustee"), and U.S. Bank National Association (the "Successor Trustee"), which Agreement approves the resignation of the Prior Trustee and the appointment of the Successor Trustee.

2. Recommendation Concerning Authorization for Access and Signature for the Transit Award Management System - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board take the following action concerning the Transit Award Management System (TrAMS) Memo:

   A. Authorize the Chairman to sign the Designation of Signature Authority for the Transit Award Management System (TrAMS) Memo; and

   B. Authorize the Chairman to obtain a Personal Identification Number (PIN) so that the Chairman may, on behalf of Escambia County, Florida, file and execute applications and documents required for Federal Transit Administration (FTA) Grants. These applications and documents include, but are not limited to the annual Certifications and Assurances.

3. 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 for the Public Safety Department, for property which is described and listed on the Form, 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.

4. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display at Pensacola Beach Pier - Harry T. Gibson, Building Services Interim Department Director

   That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, to be held at the Pensacola Beach Pier, beginning 12:00 a.m., through 12:10 a.m., January 1, 2017.

5. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 20, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the October 20, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

6. Recommendation Concerning the Requests for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

   That the Board approve the three Request for Disposition of Property Forms from the Waste Services Department, for two F350 4x4 Service Trucks, one Hobart Welder, one Yale forklift, one Caterpillar Wheel Loader and one Ford E350 Van (Form 1); one IH 8200 Tractor (Form 2); and, one HP 5N Laserjet Printer (Form 3). All property is described and listed on the Disposition 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.

7. Recommendation Concerning the Declaration of Restrictive Covenant for Camp Five Landfill - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action regarding the Declaration of Restrictive Covenant for Camp Five Landfill:

A. Approve and Authorize the recording of the Declaration of Restrictive Covenant required by the Florida Department of Environmental Protection (FDEP) for the Camp Five Landfill, located on County Road 12-A, 3.5 miles southeast of County Road 4 and County Road 99 intersection, Escambia County, Florida;

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

C. Authorize the Chairman to sign the document.

The Florida Department of Environmental Protection (FDEP) has requested that the County provide Ownership and Encumbrance Reports for the County-owned property located on County Road 12-A, 3.5 miles southeast of County Road 4 and County Road 99 intersection, 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.

WARNING: The scope of the County Attorney's review and approval does not include the warranties of title found in Section 9 of the Declaration of Restrictive Covenant and Access Easement Agreement; Section 125.411, Florida Statutes, precludes the County from warranting title or representing any state of facts regarding the same. Purchasing an Ownership and Encumbrance Report, as required by FDEP, would also be contrary to the intent of Section 125.411.

[Funding Source: Fund 401 Solid Waste, Cost Center 230304, Object Code 54901]

8. Recommendation Concerning the Request for Disposition of Property for the Development Services Department - Horace L. Jones, Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department for the scanner and printer equipment described on the Disposition Form, which is in bad condition and will be sent for recycling since it is no longer usable.

9. Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the seven Request for Disposition of Property Forms for the Public Works Department, listing 31 items. The Request Forms have been signed by all applicable authorities.

10. Recommendation Concerning the Termination of a Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning termination of the Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for property located on Mobile Highway (Parcel ID 11-1S-32-1000-000-011):

A. Authorize the County Administrator to prepare written notice to request termination of the Lease Agreement as stated in Section 28 of the Lease Agreement; and

B. Authorize the Chairman to execute any documents necessary to complete the termination of the Lease Agreement.

11. Recommendation Concerning State Road 97 - Change in Roadway Designation from State Road 97 to County Road 97C - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the roadway designation for State Road (SR) 97 from County Road (CR) 95A to US 29/SR 95:

A. Adopt a Resolution approving the change in roadway designation from SR 97 to CR 97C; and

B. Authorize the Chairman to sign the Resolution.

12. Recommendation Concerning the Recording of the Release of the Conservation Easement Associated with DEP Permit #17-0251609-001-DE - Joy D. Blackmon, P.E., Public Works Department Director.

That the Board authorize the recording of the Release of a Florida Department of Environmental Protection (FDEP) and United States Army Corp of Engineers (USACOE) Conservation Easement associated with the Escambia County Property Appraiser Property Identification Numbers 16-2S-31-4002-000-027, 16-2S-31-4002-000-000, and 16-2S-31-5006-000-000.

13. Recommendation Concerning the 2017 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule - Jack R. Brown, County Administrator

That the Board approve the 2017 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule, as submitted.

14. Recommendation Concerning a Reappointment to the Pensacola-Escambia Development Commission - Jack R. Brown, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1.(D), Appointment Policy and Procedures, and reappoint M. Blaise Adams to the Pensacola-Escambia Development Commission (PEDC), for a two-year term, effective January 3, 2017, through January 2, 2019.

Escambia County's Community and Media Relations Office posted a General Alert on the County's website from November 2, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment to the PEDC. Mr. Adams is the only citizen who responded to the General Alert.

15. Recommendation Concerning a Reappointment to the Tourist Development Council - Jack R. Brown, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Nan Harper to the Tourist Development Council (TDC), for a four-year term, effective January 6, 2017, through January 5, 2021, as an "Interested in Tourism" appointee.

Escambia County's Community and Media Relations Office posted a General Alert on the County's website from November 2, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" representative on the TDC. Ms. Harper is the only citizen who responded to the General Alert.

16. Recommendation Concerning the Pensacola Pelican Drop Fireworks Exhibition - Jack R. Brown, County Administrator

That the Board approve, and authorize the County Administrator to sign, the Hold Harmless and Indemnification Agreement for the Pensacola Pelican Drop Fireworks Exhibition between Escambia County, Florida, and Gallery Night Pensacola, Inc., and Pyro Shows, Inc., for the Fireworks Exhibition on January 1, 2017, at approximately 12:00 a.m., CST at the Intendencia Street Parking Garage located on the corner of Baylen Street and Intendencia Street on the fifth floor (roof level).

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Fiscal Year 2016/2017 Purchase Order in Excess of $50,000 for the Public Safety Department - Michael D Weaver, Public Safety Department Director

   That the Board approve a Single Source Procurement with Sunbelt Fire Inc., for repair and maintenance services on all Fire Services fleet vehicles, in the amount of $125,000.

   An Intent to Purchase from Single Source, reference: SS 16-17.003, was posted on the County's website per procedure No: PP-060 October 24, 2016, through October 31, 2016, with no response.

   [Funding: Fund 143, Fire Services, Cost Center 330206, Fire Services]

2. Recommendation Concerning the EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Oversight, Emergency Medical Services (EMS) County Grant Application for the Fiscal Year 2016/2017, in the amount of $39,635.68:

   A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the State of Florida EMS Trust Fund, as the Escambia County Emergency Medical Services Award, shall be used to improve and expand the County prehospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

   B. Approve and authorize the Chairman to sign the EMS Grant Application and Request for Grant Fund Distribution.

   [Funding: Fund 110, Other Grants and Projects, Revenue Account 334221, Cost Center 330318]

3. Recommendation Concerning a Purchase Order for Accela Subscriptions Services - Harry T. Gibson, CFM, Interim Building Services Department Director/Building Official

That the Board approve and authorize the issuance of a Purchase Order, in the amount of $252,587.43, to Accela, Inc., for annual Accela Civic Platform subscription services, annual maintenance fees for Accela IVR, and annual hosting fees for Accela IVR for the County.

[Funding: Fund 001, General Fund, Cost Center 270102, Information Systems - $126,293.71, and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration - $126,293.72]

4. Recommendation Concerning the Contract Extension for Chemical Water Treatment Contract, PD 13-14.013 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Chemical Water Treatment Contract, PD 13-14.013:

A. Approve the first 12-month Contract extension, effective February 19, 2017, to Triple Point Industries, LLC.; and

B. Authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 and Fund 113, Library Fund, Cost Center 110502, Object Code 54601]

5. Recommendation Concerning the Issuance of a Fiscal Year 2016-2017 Purchase Order in Excess of $50,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2016-2017, approve the issuance of a blanket and/or individual Purchase Order in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
J.A. Dawson & Co. Inc Vendor Number: 040465 Purchase of new pavilions, additional playground components, and playground repair pieces to original manufactured playground equipment at various park facilities Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects)	$ 300,000	Original Equipment Manufacturer

6. Recommendation Concerning the Perdido Kids Park - Michael E. Rhodes, Parks and Recreation Department Director

That the Board take the following action:

A. Approve the reallocation of funds from the Capital Improvement Program - Park Development Project, in the amount of $300,000, to the Perdido Kids Park; and

B. Authorize the issuance of a Purchase Order to Leathers and Associates, Inc., in the amount of $220,000, to remodel and refurbish the Perdido Kids Park. The Purchasing Department posted the request on the Escambia County website for 7 days, beginning November 18, 2016, "Intent to Purchase from Single Source."

Funding Source: Fund 352, "LOST III," Cost Center 350229]

7. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following December 8, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of Residential Rehab Grant Program Liens:

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

Property Owners	**Address**	**Amount**
James Balkom	8 Kennington Drive	$2,250
Jalene Haramia	3701 West Jackson Street A & B	$4,390
Kevin M. and Patricia J. McCoy	408 Labree Road	$3,955
Tracey Verge	203 Baublits Drive	$4,680

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

8. Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following December 8, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 8677 North Old Palafox:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Basic Solutions, owner of commercial property located at 8677 North Old Palafox, Pensacola, Florida, in the Ensley Redevelopment District, in the amount of $967, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 370214, Object Code 58301, to install new sign; and

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

9. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following December 8, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning two Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements:

A. Approving the following two Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Eugene S. Kerr, owner of commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $9,998 representing an in-kind match through the Neighborhood Enterprise Division (NED), 2010 CDBG Cost Center 370214, and 2011 CDBG Cost Center 370216, Object Code 58301, for architectural restoration and exterior painting;

2. The Agreements between Escambia County CRA and Tzy-Yn and Michael M. Hua,, owners of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $3,017 representing an in-kind match through the Neighborhood Enterprise Division (NED), 2011 CDBG Cost Center 370216, Object Code 58301, for architectural restoration; and

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

10. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following December 8, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following 15 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Thomas F. and Patricia D. Alger, owners of residential property located at 218 Bryant Road, Warrington Redevelopment District, each in the amount of $1,250, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connection;

2. The Agreements between Escambia County CRA and Gayla M. Dionne, owner of residential property located at 3 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $1,392, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connection;

3. The Agreements between Escambia County CRA and Dennis S. Hogg, owner of residential property located at 103 Brandywine Road, Barrancas Redevelopment District, each in the amount of $4,150, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

4. The Agreements between Escambia County CRA and Bernard J. Jacobs, owner of residential property located at 210 Greve Road Warrington Redevelopment District, each in the amount of $1,275, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

5. The Agreements between Escambia County CRA and William R. Lackey, owner of residential property located at 20 Milton Road, Barrancas Redevelopment District, each in the amount of $2,350, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

6. The Agreements between Escambia County CRA and Gerald D. and Anita M. Lagos, owners of residential property located at 7605 Old Hickory Drive, Warrington Redevelopment District, each in the amount of $5,973,

representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, install new windows;

7. The Agreements between Escambia County CRA and Kathleen S. Shelton-Lowe, owner of residential property located at 303 West Sunset Avenue, Warrington Redevelopment District, each in the amount of $1,250, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

8. The Agreements between Escambia County CRA and Danny and Phyllis Rainey, owners of residential property located at 203 Sunset Avenue, Warrington Redevelopment District, each in the amount of $1,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connection;

9. The Agreements between Escambia County CRA and Nhung Hong Vo, owner of residential property located at 1105 Grandview Street, Brownsville Redevelopment District, each in the amount of $3,680, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, install new roof;

10. The Agreements between Escambia County CRA and Matthew A. and Rachel L. Harding, owners of residential property located at 10 Mandalay Drive, Barrancas Redevelopment District, each in the amount of $5,539, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install new windows and storm shutter installation;

11. The Agreements between Escambia County CRA and Terry D. and Debra A. Slade, owners of residential property located at 2410 North "S" Street, Englewood Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, install new windows;

12. The Agreements between Escambia County CRA and Vincent J. Distefano, owner of residential property located at 5 Syrcle Drive, Warrington Redevelopment District, each in the amount of $1,425, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connections;

13. The Agreements between Escambia County CRA and Zachary M. Grant, Samuel C. Grant, and Jennifer H. Grant, owners of residential property located at 1513 North "X" Street, Brownsville Redevelopment District, each in the amount of $2,750, representing an in-kind match through

the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, replace roof;

14. The Agreements between Escambia County CRA and Rhonda G. Meloy, owner of residential property located at 14 Lieutenant Street, Warrington Redevelopment District, each in the amount of $2,565, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, install new windows; and

15. The Agreements between Escambia County CRA and Walter J. Smith and Terri L. Stine, owners of residential property located at 1204 Poppy Avenue, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install new windows; and

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

11. Recommendation Concerning State Housing Initiatives Partnership Program Housing Counseling Funding - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning State Housing Initiatives Partnership (SHIP) Program Housing Counseling Funding:

A. Authorize the County Administrator to sign the SHIP Program Housing Counseling Funding Certification and Request Form to request one time funding of $44,018 for housing counseling from Florida Housing Finance Corporation; and

B. Authorize staff to put together a Request for Proposals or Request for Letters of Interest for a HUD approved counseling agency to provide housing counseling.

[Funds: Fund 120, 2017 SHIP, Cost Center 370204]

12. Recommendation Concerning the Agreement for Emergency Solutions Grant Program with The EscaRosa Coalition on the Homeless, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreement for Emergency Solutions Grant (ESG) Program with The EscaRosa Coalition on the Homeless, Inc. (ECOH):

A. Approve an Agreement for Emergency Solutions Grant Program with ECOH providing 2016 ESG funding, in the amount of $18,663, comprised of $15,000 in Homeless Management Information System (HMIS) funding support and $3,663 in ESG administration funding; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related forms or documents as may be required to fully implement the Agreement.

[Funding: Fund 110, Other Grants & Projects Fund, HUD Emergency Solutions Grant, Cost Center 370293]

13. Recommendation Concerning the Miscellaneous Appropriation Agreement with the United Way of Escambia County, Inc., (Community Investments to Improve Lives) for Fiscal Year 2016/2017 for Outside Agencies - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreement for the United Way of Escambia County, Inc., (Community Investments to Improve Lives):

A. Approve the Miscellaneous Appropriations Agreement to be paid from the General Fund (001), Cost Center 370102, in the amount of $90,725.

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Order.

14. Recommendation Concerning a Change Order in Excess of $50,000 to the Walton County Sheriff's Office for Housing of Inmates from the Escambia County Jail - Jack Brown, County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order 5, in excess of $50,000, adding funds for inmate housing of Escambia County Jail inmates in Walton County:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	$4,666,900
Vendor:	Walton County Sheriff's Office
Purchase Order:	141346
Change Order:	5
Original Award Amount:	$1,368,750
Cumulative Amount of Change Orders Through This Change Order:	$9,666,900
New Purchase Order Total:	$11,035,650

[Funding Source: 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

15. Recommendation Concerning the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc. - Jack R. Brown, County Administrator

That the Board take the following action concerning the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc.:

A. Approve the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc., that provides for the treatment of both emergency and non-emergency oral health care conditions of Escambia County Jail inmates; and

B. Authorize the County Administrator to execute the Agreement.

[Funding: Fund 001, General Fund, Cost Center 290402, Inmate Medical]

16. Recommendation Concerning Fire Department Property, Vehicle, Accident & Health, and Statutory Death Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to the County's General Lines Agent, USI Insurance Services, LLC, in the amount of $310,579.85, to provide commercial property insurance through VFIS, a division of Glatfelter Insurance Group for the Fire Department property, vehicles, and equipment for the period of January 1, 2017, through December 31, 2017. The Statutory Death and Accident and Health Policies renew separately with individual premiums under $50,000.

[Funding: Fund 143, Fire MSBU Fund, Cost Center 330206, Object Code 54501]

17. Recommendation Concerning Award and Purchase of three Hyper Converged Solution Server and Storage - Shawn Fletcher, Information Technology Department Director

That the Board approve and authorize the issuance of a Purchase Order for three Hyper Converged Solution Server and Storage units in the amount of $150,000.27, from the Technology Integration Group for installation and set-up.

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 56401]

18. Recommendation Concerning Waste Services Department Equipment Purchase - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase of one 2017 International 60,600# GVRW 6x4 Tandem Axle Tractor, and authorize the issuance of a Purchase Order, in the amount of $148,883, to Ward International Trucks, Inc.

In compliance with the Local Preference Initiative, VE 16-17.004 was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases" for 30 days. Ward International Trucks, Inc., proposed the low cost offer.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

19. Recommendation Concerning the Gulf Power Contract for General Area Lighting Service for Waste Services Perdido Landfill Parking Area - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Gulf Power Company Contract for Street and General Area Lighting Service, between Gulf Power Company and Escambia County:

A. Approve Gulf Power Contract No. 16-3190 for Waste Services Perdido Landfill Parking Lot Areas, (Option 3), for $2,685 (Up-front cost), and $34.54 monthly fee (energy and maintenance of lighting); and

B. Authorize the Chairman or Vice Chairman to execute the Contract and all related documents.

[Funding: Fund 401, Solid Waste, Cost Center 230301]

20. Recommendation Concerning Waste Services Department Equipment Purchase - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase of one Travis "Classic" Walking Floor Trailer from General Truck Equipment & Trailer Sales, Inc., in the amount of $79,651, per the terms and conditions of Spec #60 on Sheriff's Contract #FSA16-VEH14.0.

In compliance with the Local Preference Initiative, this equipment purchase was posted/advertised on the County website for 30 days, VE 16-17.003. No proposals were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

21. Recommendation Concerning Supplemental Budget Amendment #027 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #027, General Fund (001) and Other Grants and Projects Fund (110) in the amount of $57,029, to recognize grant proceeds from the Florida Department of State-Division of Elections, and to appropriate these funds to be used solely for activities related to Federal Elections. A 15% match or $7,439, is required by the State and match funds will come from the Adopted Fiscal Year 2016/17 Supervisor of Elections budget to cover this requirement.

22. Recommendation Concerning Supplemental Budget Amendment #028 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #028, Other Grants and Projects Fund (110) in the amount of $215,602, to recognize proceeds from three Department of Justice Edward Byrne Memorial Justice Grants, and to appropriate these funds for the Escambia County Sheriff's Department for "street level crime prevention activities".

23. Recommendation Concerning Supplemental Budget Amendment #029 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #029, HUD Home Fund (147), in the amount of $6,398, to recognize the remaining of balance of funds for the 2009 HOME Grant, and to appropriate these funds into the current year's budget.

24. Recommendation Concerning Supplemental Budget Amendment #031 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #031, Local Option Sales Tax Fund III (352), in the amount of $2,282,115, to recognize Federal Grant proceeds from a State of Florida Division of Emergency Management Hazard Mitigation Grant Program (HMGP) Grant, and to appropriate these funds for the Delano Street Area Drainage Project.

25. Recommendation Concerning the City of Pensacola's Request for Second Draw of Interlocal Agreement Concerning VT Mobile Aerospace Engineering - Amy Lovoy, Assistant County Administrator

That the Board approve the second draw request from the City of Pensacola, in the amount of $2,000,000, per the Interlocal Agreement between Escambia County and the City of Pensacola for the VT Mobile Aerospace Engineering Project. The Board approved the Interlocal Agreement on March 6, 2014, with a commitment of $8,000,000, from Escambia County towards the project.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267 - $2,000,000]

26. Recommendation Concerning a Contract Award for Design Services for Perdido Landfill GCCS Expansion 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 Geosyntec Consultants, Inc., per the terms and conditions of PD 15-16.103, Design Services for Perdido Landfill GCCS Expansion Project, for a lump sum of $139,096.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301]

27. Recommendation Concerning Contract Award for Public Safety Audio Visual Digital Upgrade – 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 Pro Sound, Inc., per the terms and conditions of PD 15-16.105, Public Safety Audio Visual Digital Upgrade, for an aggregate fee of $279,500.

[Funding: Fund 352, LOST III, Cost Center 330435, Object Code 56301, Project #10PS0058]

28. Recommendation Concerning the Outdoor Advertising Sign Site Lease - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to execute the Lease Agreement, PD 16-17.013, Outdoor Advertising Sign Site Lease with Bill Salter Advertising, Inc,. for a period of 36 months; for a monthly lease payment to Escambia County of $xxxx; for an annual amount of $xxxxx, for property to be used for outdoor advertising.

[Funding: Fund 001, General Fund, Revenue Account 362003, Rents and Leases]

29. Recommendation Concerning Amendment of Agreement for Mayfair Algiers ENG 1904 Drainage Project, Phase 1 - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Standard Road/Drainage Construction Contract between Escambia County, Florida, and Chavers Construction, Inc., for PD 15-16.064, Mayfair Algiers ENG 1904 Drainage Project, Phase 1, approved by the Board August 4, 2016, amending as follows:

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-Two Thousand Twenty-Five Dollars and Fifty Cents, $232,025.50~~
Two Hundred Thirty-Five Thousand Twenty-Five Dollars and Fifty Cents, $235,025.50

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Code 16EN3542]

30. Recommendation Concerning the Purchase Order for PD 16-17.007, Innerarity Island Sewer Material Purchase - Claudia Simmons, Manager, Office of Purchasing

That the Board approve the issuance of and authorize the County Administrator to sign a Purchase Order to Morrow Water Technologies, Inc., in the amount of $249,500, for the purchase of 100 Grinder Pump Stations for the Innerarity Island Sewer Project, PD 16-17.007, at a unit cost of $2,495.

[Funding: Fund 352, "IIDC Grant," Cost Center 110211, Object Code 56301]

31. Recommendation Concerning the Acceptance of Baywalk Subdivision Retention Area for Permanent Maintenance, Funded Through the Establishment of a Stormwater Management Municipal Services Benefit Unit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property, a platted retention area, located in the Baywalk Subdivision:

A. Accept the retention area as depicted on Plat Book 14, Page 17 (a 0.10 acre dry retention pond) for permanent County maintenance; the cost of maintenance for drainage improvements is to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

B. Authorize the Chairman or Vice Chairman to accept the Special Warranty Deed as of the day of delivery of the Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

32. Recommendation Concerning the Bob Sikes Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Bob Sikes Bridge:

A. Approve the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP;

B. Approve a 16-month extension effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000 subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorize the Chairman to sign all related documents.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401]

33. Recommendation Concerning the Safe Routes To School Grant Application Submissions for 2016 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Safe Routes to School (SRTS) Grant Applications for 2016:

A. Authorize the County Administrator, or designee, to submit the Safe Routes To School (SRTS) Grant Applications for Ensley Elementary School, C. A. Weis Elementary, Warrington Elementary, and Longleaf Elementary/Pine Forest High/West Florida High Schools for 2016 (Grant Applications in processing); and

B. Authorize the County Administrator, or designee, to sign all related documents upon legal review.

[No funding is required for the project applications; however, the local agency will be required to maintain the improvements, if constructed. If awarded SRTS funding for the Ensley Elementary School Project, staff plans to fund the design phase for the Ensley Elementary School SRTS Project via the Neighborhood Enhancement Program Fund, estimated at $65,000]

34. Recommendation Concerning the Purchase of Two 3/4 Ton 4-Door Crew Cab Pickup Trucks - 4X2 for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize County staff to utilize the Florida Sheriff's Association Contract #FSA16-VEL14.0, chassis/FSA16-VEL24.0, and award a Purchase Order to Duval Ford, in the amount of $69,702, for two 2017 Ford 3/4 Ton 4-Door Crew Cab Pickup Trucks - 4X2 for the Road Division, according to the specifications of VE 16-17.002.

The Purchasing Department posted the request on the Escambia County website for 30 days from October 20, 2016, through November 18, 2016. No additional response was received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

35. Recommendation Concerning the Assignment of Agreement, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to execute the Assignment of Agreement for Professional Consulting Services between Escambia County, Florida, and Preble-Rish, Inc., to Dewberry Engineers, Inc., d/b/a Dewberry | Preble-Rish, providing for an administrative change to PD 02-03.79, Professional Services as Governed by Florida Statute 287.055, assigning all of the rights and obligations of Preble-Rish, Inc., to Dewberry Engineers, Inc. d/b/a Dewberry | Preble-Rish.

36. Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement #2 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 #2 between the State of 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 #2 between the State of 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 for this project. Approval of Supplemental Agreement #1 increased the County's responsibility by $1,215. Supplemental Agreement #2 will increase the County's responsibility by $379.

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

37. Recommendation Concerning Establishing a County-Funded Part Time Magistrate Assistant Position - Will Moore, Chief Deputy Court Administrator

That the Board authorize the creation of a Court Innovation Article V Local Option Funded Position, for a County-funded Part Time Magistrate Assistant position for Court Administration, with a rate of $10.50 per hour, per the provided job description.

This transition will not impact the General Revenue Fund.

[Funding: Fund 115, Court Innovation Article V Local Option, Cost Center (CC) 410501, Object Code (OC) 51201]

III. For Discussion

1. Recommendation Concerning Acquisition of Real Properties for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board consider the purchase of real properties located in the Bristol Park - Ashbury Hills Area for the Hazard Mitigation Grant Program (HMGP):

A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

B. Authorize staff to pursue property acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, and not listed in the Grant Agreement, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);

C. Authorize staff to continue with the purchase procedures as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements;

D. Authorize staff to prepare contracts for consideration and final approval by the Board.

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Mediated Settlement in the Case of Tiffany Jackson as Personal Representative of The Estate of Chad Day v. Escambia County, Case No.: 2016 CA 001048

That the Board take the following action:

A. To approve the settlement reached during mediation for the sum of $150,000.00 to be paid to Tiffany Jackson as Personal Representative for the Estate of Chad Day and her attorneys in exchange for the execution of a general release and stipulation for dismissal with prejudice, and;

B. That the Board authorize the County Attorney's Office to execute a stipulation for dismissal with prejudice once the general release is executed and delivered to the County Attorney's Office and settlement payment is made.

2. Recommendation Concerning Settlement of the Matthew Sarnacki v. Alisha McDaniel and Escambia County, Florida, Case No.: 2014 CA 000772

That the Board take the following action:

A. Approve a settlement payment of $15,000.00 to Matthew Sarnacki in exchange for the execution of a general release and hold harmless agreement and a stipulation for dismissal with prejudice of the pending lawsuit; and

B. Authorize the County Attorney's Office to execute a stipulation for dismissal once the general release is executed and delivered to the County Attorney's Office and settlement payment is made.

3. Recommendation Concerning the Agreed Settlement with the Florida Department of Revenue

That the Board take the following action regarding the Agreed Settlement with the Florida Department of Revenue:

A. Approve the Agreed Settlement with the Florida Department of Revenue; and

B. Authorize the County Attorney's Office to execute and file the settlement agreement.

II. For Discussion

1. Recommendation Concerning 31 Madrid Road

At Commissioner Steven Barry's request, that the Board discuss and consider whether to settle a claim in the amount of $50,000 for stormwater damage at 31 Madrid Road, with any action conditioned upon receipt of a properly executed release from the property owners.

2. Recommendation Concerning a Settlement Agreement Resolving Pending Legal Issues in the Innerarity Island Development Corporation Cases 2014 CA 000237 and 2014 CA 002103

That the Board authorize the Chairman to sign a settlement agreement resolving pending legal issues in the following cases:

A. Escambia County v. Innerarity Island Development Corporation (IIDC), Case No.: 2014 CA 000237; and

B. Escambia County v. Kathy Collins & IIDC, Case No.: 2014 CA 002103.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11448 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 12/08/2016
Issue: Adoption/Ratification of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Rebecca McMullen, a Senior Budget Analyst in the Management and Budget Services Division, on her selection as the "Employee of the Year" for 2016;

B. Adopt the Proclamation commending and congratulating Nicholas Jordan, Safe Neighborhood Coordinator, Neighborhood & Human Services Department/Community Redevelopment Agency, on his selection as the "Employee of the Month" for December 2016;

C. Ratify the Proclamation dated November 10, 2016, commending and congratulating Donald R. Mayo on his retirement with a total of 38 years of faithful and dedicated service to Escambia County; and

D. Ratify the Proclamation dated November 28, 2016, congratulating Ms. Arnetha Welcome on her retirement and commending her for her outstanding record of service at Hurlburt Field, Florida.

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 for Employee of the Month 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. The employee who is selected for Employee of the Year will receive a check in the amount of $500, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha

Government Building for one year.

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Proclamations

PROCLAMATION

WHEREAS, *Escambia County has established an "Employee of the Year 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 was selected for "Employee of the Month" for September 2016; and*

WHEREAS, *Ms. McMullen was selected to represent the Board of County Commissioners as the "Employee of the Year" for 2016 for the standards of excellence that she displays 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.*

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 Year" for 2016.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

D. B. Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: December 8, 2016

PROCLAMATION

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

***WHEREAS**, Nicholas Jordan, Safe Neighborhood Coordinator, Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA), began his employment with the County on April 14, 2015, and is selected for "Employee of the Month" for December 2016, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Mr. Jordan's responsibilities include coordinating and facilitating all neighborhood clean sweeps, generally 11 or 12 per year; overseeing the streetlighting projects for all nine Community Redevelopment areas and five Safe Neighborhood areas; and providing general Geographic Information System support and research for special development projects; and*

***WHEREAS**, Mr. Jordan's skill sets denote hard work and perseverance. He accepts challenges with much confidence and assurance that he can and will accomplish the task at hand; and*

***WHEREAS**, Mr. Jordan serves on the Planning Committee for the NHS/CRA Annual Celebrating Brownsville Festival and the Escambia County Cares Event. He also serves as the Department Safety Representative and attends the NHS Summer Youth Camps to speak and educate youth about crime prevention and safety awareness through facilitating hands-on activities and providing educational materials; and*

***WHEREAS**, Mr. Jordan possesses background experience as a Code Enforcement Officer and as a Police Deputy, which makes him a huge asset to the CRA Division due to his experience identifying blight, dark areas, and unsafe structures. He has coordinated the removal of over 55,000 pounds of bulky waste, household hazardous materials, and tires from various communities and neighborhoods in the Community Redevelopment Areas and Safe Neighborhood Areas this year alone to help eliminate blight, and to provide for a clean and healthy environment; and*

***WHEREAS**, Mr. Jordan provides assistance to all Departmental staff in whatever capacity is needed, and he is a highly-dedicated individual who works diligently in performing his current and additional job duties.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Nicholas Jordan on his selection as the "Employee of the Month" for December 2016.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

D. B. Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

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

_____

Deputy Clerk

Adopted: December 8, 2016

PROCLAMATION

WHEREAS, on October 15, 1973, Donald R. Mayo began his career with the Board of County Commissioners serving the citizens of Escambia County proudly for 35 years before retiring on September 4, 2008. Finding retirement life slightly boring, Donald R. Mayo decided to return to work on July 1, 2013, as Director of Building Inspections for the second time in his lengthy career at the request of the County Administrator; and

WHEREAS, throughout his tenure, Mr. Mayo worked to improve the Building Inspections Department by creating a Fire Safety Inspections Program and Code Enforcement Division; and

WHEREAS, in 1991, Mr. Mayo became the first person in the State of Florida to achieve the Chief Code Analyst Certification in building, electrical, plumbing and mechanical disciplines, earning the recognition as a Code Enforcement and Administrative Professional by the Southern Building Code Congress International; and

WHEREAS, on April 30, 2014, Mr. Mayo along with his Building Inspection team worked around the clock to assist the residents of Escambia County affected by the 22.00 inches of "historical" rain that fell within a 29-hour period, causing major property damage and widespread flooding throughout Escambia County; and

WHEREAS, on February 20, 2016, the Town of Century was severely damaged by an EF-3 tornado. Mr. Mayo and his team assisted the residents by answering their questions, explaining the current building codes, and establishing a location to issue building permits; and

WHEREAS, on February 23, 2016, Escambia County was hit by a tornado that left a two mile wide path of destruction throughout the east side of our County damaging over 300 homes and businesses. Once again, Mr. Mayo and his team were there to assist our residents and business owners throughout the building process.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Donald R. Mayo on his retirement with a total of 38 years of faithful and dedicated service to Escambia County.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Kimberly McLeod
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: November 10, 2016

PROCLAMATION

***WHEREAS**, Ms. Arnetha Welcome is retiring after 16 years serving as the Base Engine Manager at Hurlburt Field, Florida; and*

***WHEREAS**, Ms. Welcome has serviced over 1,500 engines using the Comprehensive Engine Management System (CEMS) and the Core Automated Management System (CAMS); and*

***WHEREAS**, Ms. Welcome was responsible for the flawless management of status changes, completion of work awaiting maintenance, the storage of history on each engine being serviced, and including narratives on times being added or subtracted on each engine's operating times; and*

***WHEREAS**, on February 15, 2008, Ms. Welcome officially took possession of 9 of Eglin Air Force Base's aircrafts, 36 engines, and 2 spares under SRAN 4422. She created new files on each engine's records to show Hurlburt Field's ownership and loaded each engine's serial number to Hurlburt Field's equipment account; and*

***WHEREAS**, Ms. Welcome successfully conducted a quarterly inventory on all engines listed under Hurlburt Field's SRAN 4413, 4417, 4422, and Eglin MC130P to ensure 100 percent accountability. She established procedures to ensure all historical documents were mailed to the corresponding location of engine/prop/components; and*

***WHEREAS**, Ms. Welcome conducted Deployed Engine Management Training for all deployed engine troops; and*

***WHEREAS**, in August 2005 the 16 SOW Commander, Colonel Brozenick, appointed Ms. Welcome Equal Employment Opportunity Manager, Special Emphasis Program Manager, and ADR Champion (Mediation) Program Manager. She contacted EEO/Special Emphasis Training Managers at DEOMI, Patrick Air Force Base, Florida, to provide training for the newly-selected program managers and EEO Counselors; Eglin Air Force Base and Pensacola Naval Air Station took part in the Training. She conducted EEO Training with Mr. Elliot Moore for personnel from the Pentagon and worldwide; and*

***WHEREAS**, Ms. Welcome has been the recipient of numerous performance awards for the excellence she has displayed while performing her duties.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, congratulates Ms. Arnetha Welcome on her retirement and commends her for her outstanding record of service at Hurlburt Field, Florida.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

D. B. Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: November 28, 2016

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11421 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 12/08/2016

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

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

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

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

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

Non Ad-Valorem Special Assessments would be subject to the same discounts for early payment as Ad-Valorem Taxes and are due no later than March 31:
4% November
3% December
2% January
1% February

BUDGETARY IMPACT:

This Resolution will apply to Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2017/2018.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides tax parcel information to the County.
2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the newspaper the boundaries of the assessment districts and send notice of the public hearing by first class mail to affected property owners when the assessment is collected for the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

Attachments

Uniform Method Resolution

RESOLUTION NUMBER R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED IN BOTH THE UNINCORPORATED AND INCORPORATED AREAS OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida (the "County") is contemplating the imposition of special assessments to defray the costs of benefits conferred by the provision of street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services; and

WHEREAS, the Board of County Commissioners of Escambia County intends to use the uniform method for collecting non-ad valorem special assessments to defray the costs of benefits conferred by the cost of providing street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services to property within both the unincorporated and incorporated areas of the County as authorized by Section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2017, in the same manner as provided for ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Escambia County held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A;

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

Section 1. The recitals above are true and correct, and adopted herein.

Section 2. Commencing with the Fiscal Year beginning on October 1, 2017 and with the tax statement mailed for such Fiscal Year, the County intends

to use the uniform method of collecting non-ad valorem assessments authorized in Section197.3632, Florida Statutes, as amended for collecting non-ad valorem assessments for the cost of providing street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services. Such non-ad valorem assessments shall be levied within both the unincorporated and incorporated areas of the County. A legal description of such area subject to the assessments is attached hereto as Exhibit B and incorporated by reference.

Section 3. The County hereby determines that the levy of the assessments is needed to defray the costs of benefits conferred by the costs of street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services within both the unincorporated and incorporated areas of the County.

Section 4. That upon adoption, the Office of Management and Budget is hereby directed to send a copy of this Resolution by United States Mail to the Florida Department of Revenue, the Escambia County Tax Collector, and the Escambia County Property Appraiser by January 10, 2017.

Section 5. This Resolution shall be effective upon adoption.

DULY ADOPTED at a public hearing this ____ day of December, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

(SEAL)

Douglas B. Underhill ~~, Chairman~~
Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 10/24/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11399 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 12/08/2016

Issue: Not exceeding $9,000,000 Florida Development Finance Corporation Multifamily Housing Revenue Bonds (Peachtree Commons Apartments Project)

From: JoLinda Herring, Shareholder

Organization: Bryant Miller Olive P.A.

CAO Approval:

RECOMMENDATION:

5:32 p.m. TEFRA Public Hearing for consideration of authorizing the issuance by the Florida Development Finance Corporation of not to exceed $9,000,000 in Multifamily Housing Revenue Bonds on behalf of JPC Charities, and/or one or more related and/or affiliated entities.

Recommendation: That the Board take the following action concerning the issuance, by the Florida Development Finance Corporation (the "Issuer"), of not to exceed $9,000,000 in Multifamily Housing Revenue Bonds (the "Bonds"), on behalf of JPC Charities, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), for the purpose of (A) financing, refinancing, or reimbursing the Borrower for the cost of certain capital improvements for or to the 218-unit residential rental housing facility known as Peachtree Commons Apartments, located at 4600 Twin Oaks Drive, Pensacola, Florida 32506 (the "Project"); (B) funding any necessary reserve; (C) funding capitalized interest on the Bonds; and (D) paying the costs associated with the issuance of the Bonds:

A. Ratify the scheduling and publication of the Notice of the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds and advertising of the notice of Public Hearing;

B. Conduct the TEFRA Public Hearing; and

C. Following the TEFRA Public Hearing, adopt, and authorize the Chairman to execute, the Resolution (i) amending the Joinder approved by the Board on September 29, 1997, to the Interlocal Agreement with Orange County, Florida, dated as of April 12, 1994, allowing the Issuer to function within the jurisdictional boundaries of the County in order to finance the Project, and (ii) approving the issuance of the Bonds upon the terms established therein. The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

BACKGROUND:

The Project is being acquired by the Borrower from 4600 Twin Oaks Drive, LLC, for $7,300,000 and consists of nine (9) two-story walk up buildings containing 218 units, comprised of 142 one-bedroom units and 76 two-bedroom units. The Project was originally constructed in 1976 and was renovated in 2013. The Bonds do not constitute the debt or indebtedness of the County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers.

BUDGETARY IMPACT:

The County will not be required to make any payments or incur any costs for the Bonds. The County shall be also be reimbursed by the Borrower for out of pocket expenses as outlined in Chapter 46, Article VII, of the County's Code of Ordinances (the "Conduit Bonds Ordinance").

LEGAL CONSIDERATIONS/SIGN-OFF:

JoLinda Herring, Bryant Miller Olive P.A., the County's Bond Counsel, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the applicable requirements of the Conduit Bonds Ordinance.

IMPLEMENTATION/COORDINATION:

None.

Attachments

Resolution

RESOLUTION NO. R2016-

RESOLUTION APPROVING THE AMENDMENT TO THE JOINDER TO INTERLOCAL AGREEMENT BETWEEN THE FLORIDA DEVELOPMENT FINANCE CORPORATION AND ORANGE COUNTY, FLORIDA, AND APPROVING THE ISSUANCE OF BONDS BY THE FLORIDA DEVELOPMENT FINANCE CORPORATION FOR THE PEACHTREE COMMONS APARTMENTS PROJECT.

WHEREAS, the Florida Development Finance Corporation (the "Issuer") was created by the Florida Development Finance Corporation Act, Chapter 288, Part X, Florida Statutes (the "Act"), which provides, in part, that the Issuer may issue revenue bonds to finance projects for the benefit of approved Florida businesses to enhance the economic development of the State of Florida, provided that the Issuer has entered into an interlocal agreement with the local governmental agency in which the project will be located; and

WHEREAS, the Issuer previously entered into that certain Interlocal Agreement with Orange County dated as of April 12, 1994 (the "Interlocal Agreement") authorizing the Issuer to function within the limits of Orange County; and

WHEREAS, on September 29, 1997, the Board of County Commissioners for Escambia County, Florida (the "Board") authorized the execution of the Joinder to the Interlocal Agreement (the "Joinder"), allowing the Issuer to function within the jurisdictional limits of Escambia County for the purpose of financing a manufacturing facility for Coastal Bedding, Inc.; and

WHEREAS, the Issuer intends to issue its Multifamily Housing Revenue Bonds (Peachtree Commons Apartments), Series 2016 (the "Bonds") issuable in one or more series; and

WHEREAS, the proceeds of the Bonds will be used by JPC Charities, and/or one or more of their affiliates (collectively, the "Borrowers") to, among other things, finance or refinance the cost of (or reimburse themselves for prior expenditures for) acquisition, construction, development, installation and equipping of an existing 218 unit residential rental housing facility known as the Peachtree Commons Apartments, located in Pensacola, Florida (the "Peachtree Project"); and

WHEREAS, the Issuer has requested the Board's approval of the Peachtree Project pursuant to the Code (as defined below);

WHEREAS, the Board desires to amend the Joinder in order to allow the Issuer to finance the Peachtree Project; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds and any plan of finance therefore, following a public hearing; and

WHEREAS, the required notice of such public hearing was published in the *Pensacola News* Journal, a newspaper of general circulation in Escambia County, Florida (the "County") on November 21, 2016; and

WHEREAS, following publication of such notice, the Bonds and the plan of finance have been submitted to a public hearing held by the Board on this date, as required pursuant to Section 147(f) of the Code; and

WHEREAS, the Board has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views; and

WHEREAS, the Board desires to approve the Bonds and the plan of finance pursuant to the requirements of Section 147(f) of the Code.

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

Section 1. Amendment to Joinder. The Board hereby approves the execution and delivery of the Amendment to Joinder, substantially in the form of Exhibit A attached hereto. The execution of the Amendment to Joinder authorized herein shall be solely for the purpose of satisfying the requirements of the Act in order to grant the FDFC full right, power, and authority to exercise any and all powers set forth in the Act with respect to the financing of the Peachtree Project within the jurisdictional limits of the County and shall not be construed as an approval of any zoning, building, or other development or regulatory permit. The Board shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any right or responsibilities it may have in that regard.

Section 2. Bond Approval.

A. The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the Pensacola News Journal, a newspaper of general circulation in the jurisdiction of the County, on November 21, 2016. An affidavit establishing proof of proper publication of the Notice is accepted into the record, a copy of which is attached as Exhibit B hereto. After consideration of the comments and concerns expressed by the persons appearing at the public hearing, and after review and consideration of any written correspondence, the Board, for the purpose of Section 147(f) of the Code, hereby approves the Bonds, the financing of the Project described in the Notice, and further approves the plan of finance for the issuance by the Issuer from time to time of not exceeding $9,000,000.00 of the Bonds, for the purposes herein described.

B. Nothing herein shall be deemed to obligate the County to make any payments or undertake any responsibilities for the costs and expenses and other financial liabilities that may be incurred in connection herewith.

Section 3. Limitation. The Bonds approved hereunder and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenue pledged therefor pursuant to a loan agreement and/or other financing agreement entered into by the Issuer prior to or contemporaneously with the issuance of the Bonds. The approval given herein is solely for the purposes of Section 147(f) of the Code and shall not be construed as approval by the County of the financial feasibility of the Peachtree Project or of any financial matters with respect to the Peachtree Project, the Borrowers, or the Bonds.

Section 4. Repealing Clause. All restrictions or resolutions or portions thereof in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this ____ day of _____, 2016, in regular session, by the Board of County Commissioners of Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legality:

By: _____

Exhibit A: Notice of Public Hearing

EXHIBIT A

AMENDMENT TO JOINDER

AMENDMENT TO
JOINDER TO THE INTERLOCAL AGREEMENT

WHEREAS, Orange County, Florida and the Florida Development Finance Corporation have heretofore entered into that certain Interlocal Agreement, dated as of April 12, 1994 (the "Interlocal Agreement"), providing for the activation of the Florida Development Finance Corporation (the "FDFC"), pursuant to the provisions of the Florida Development Corporation Act of 1993 (the "Act"); and

WHEREAS, on September 22, 1997, the Board of County Commissioners of Escambia County, Florida (the "Board"), authorized the execution of that certain Joinder to the Interlocal Agreement authorizing the FDFC to function within the jurisdictional limits of Escambia County with respect to the financing of a manufacturing facility; and

WHEREAS, the FDFC has notified the Board of its desire to issue its Multifamily Housing Revenue Bonds (Peachtree Commons Apartments), Series 2016 (the "Bonds"), the proceeds of which will be used by JPC Charities, and/or one or more of their affiliates (collectively, the "Borrowers") to, among other things, finance or refinance the cost of (or reimburse themselves for prior expenditures for) acquisition, construction, development, installation and equipping of an existing 218 unit residential rental housing facility known as the Peachtree Commons Apartments, located in Pensacola, Florida (the "Peachtree Project"); and

WHEREAS, the Board desires to amend the Joinder as set forth herein, in order to allow the FDFC to finance the Project.

NOW THEREFORE, the Board hereby amends the Joinder for the purpose of the Peachtree Project and agrees to be bound by all terms and provisions thereof; provided, however, that such financing shall comply with the requirements of Ordinance 97-43 of Escambia County.

Nothing herein shall be deemed to authorize the use of any regional Private Activity Bond Volume Allocation pursuant to Section 159.804(2), Florida Statutes for the proposed financing, unless the same shall be expressly approved by Resolution of the Board of County Commissioners of Escambia County.

Section 5. Effective Date. This Joinder shall take effect immediately upon its execution.

IN WITNESS WHEREOF, Escambia County, has caused this Amendment to Joinder to the Interlocal Agreement to be executed for the uses and purposes therein expressed on this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legality:

By: _____

EXHIBIT B

COPY OF NOTICE OF TEFRA PUBLIC HEARING

PENSACOLA **News Journal** pnj.com

Affidavits Requested:
1

Rachel Pritchard Rachel Pritchard
BROAD AND CASSEL
390 NORTH ORANGE AVENUE
SUITE 1400
ORLANDO FL 32801

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared **Krista Kent**, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

FLORIDA DEVELOPMENT FINAN

as published in said newspaper in the issue(s) of:

11/21/16

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 21th of November 2016, by Krista Kent who is personally known to me

Krista Kent
Affiant

Mark Dee Kent
Notary Public for the State of Florida
My Commission expires October 27, 2019

Publication Cost: $284.26
Ad No: 0001739909
Customer No: 4078394200BROA

FLORIDA DEVELOPMENT FINANCE CORPORATION
NOTICE OF PUBLIC HEARING

For the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Board of County Commissioners of Escambia County, Florida, (the "Board") will hold a TEFRApublic hearing on December 8, 2016, at 5:32 p.m., or as soon thereafter as practicable at the meeting room of the Board, located at the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida 32502, with respect to the proposed issuance by the Florida Development Finance Corporation (the "FDFC") of its Multifamily Housing Revenue Bonds in one or more series or tax exempt and/or taxable bonds, and in the aggregate principal amount not to exceed $9,000,000 (the "Bonds").

The proceeds of the Bonds will be loaned by the FDFCto JPCCharities, and/or one or more related and/or affiliated entities (collectively the "Borrowers"). The Borrowers will use the proceeds of the Bonds to: (A) finance, refinance or reimburse the Borrower for the cost of acquisition of certain capital improvements for or to the 218-unit residential rental housing facility known as Peachtree Commons Apartments, located at 4600 Twin Oaks Drive, Pensacola, Florida 32506 (collectively, the "Project"); (B) fund any necessary reserve; (C) fund capitalized interest on the Bonds; and (D) pay the costs associated with the issuance of the Bonds.

The Project will be owned and operated by one or more of the Borrowers. Optimum Management, LLC. will be the initial manager of the Project.

The Bonds are being issued under the authority of the Florida Development Financing Corporation Act of 1993, as amended (the "Act"). The Bonds shall be payable solely from the revenues derived from a loan and other financing documents to be executed between the FDFCand the Borrowers prior to or contemporaneously with the issuance of the Bonds. Such Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the State of Florida or any political subdivision or agency thereof. Issuance of the Bonds is subject to several conditions including satisfactory documentation and receipt of necessary approvals for the financing. The aforementioned hearing shall be a public hearing and all persons who may be interested will be given an opportunity to be heard concerning the same. Written comments may also be submitted prior to the hearing to the Clerk of the Circuit Court, ex officio Clerk to the Board, at the Escambia County Courthouse, 221 Palafox Place, Pensacola, Florida 32502.

PLEASENOTE ANY PERSONWHO DECIDESTO APPEAL ANY DECISIONMADE WITH RESPECTTO ANY MATTER CONSIDEREDAT THE PUBLICHEARING WILL NEED A RECORDOF THE PROCEEDINGSOF THE MEETING. SINCETHE BOARD OF COUNTY COMMISSIONERSDOES NOT MAKE VERBATIM RECORDSOF ITS MEETINGS,SUCHPERSONMAY NEED TO INDEPENDENTLYSECUREA RECORD WHICH SHOULD INCLUDE THE TESTIMONY OR EVIDENCEON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No.1739909 1T November 21, 2016

MARK DEE KENT
Notary Public - State of Florida
Comm. Expires October 27, 2019
Comm. No. FF 931266

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11400 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 12/08/2016
Issue: 5:33 p.m. Public Hearing - Vacate a Portion of an Alleyway in Block 58 of Englewood Heights
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an alleyway in Block 58 of Englewood Heights Subdivision:

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of an alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 150 feet), as petitioned by Ronald D. Ramsey:

A. Approve or deny the Petition to Vacate a portion of an alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 150 feet), as petitioned by Ronald D. Ramsey;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

BACKGROUND:

This request, originally presented at the May 5, 2016, meeting, was not approved due to the objection of an adjacent property owner. The petitioner, Mr. Ramsey, has now reduced the size of the Vacation request from 20 feet x 300 feet to 20 feet x 150 feet.

The petitioner owns 150 feet on the south side and 180 feet on the north side of the 20' wide alleyway in Block 58 of Englewood Heights, as recorded in Plat Deed Book 59, Page 107 of the Official Records of Escambia County, Florida. Block 58 is bordered by West Hayes Street to the north, West Baars Street to the south, North "F" Street to the west, and North "E" Street to the east. Mr. Ramsey is requesting that the Board vacate

any interest the County has in the 20' wide alleyway (20 feet x 150 feet) located in Block 58. Staff has made no representations to the petitioner or the petitioner's agent, Mr. Gary Byrd, that Board approval of this request confirms the vesting or return of title of the land to the petitioner or to any other interested party.

There are no encroachment issues involved with this Vacation request. Staff has reviewed the request and has no objection to the Vacation. All utility companies concerned have been contacted and have no objections to the requested Vacation. No one will be denied access to his or her property as a result of this Vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Vacation, the necessary documents will be signed and it will be the responsibility of the Petitioner or Petitioner's agent to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Petition to Vacate
Aerial Map - Englewood Heights
Hold/Harmless Agreement
Certification of Property Owners
Property Owner List
Resolution
Notice of Adoption

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

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

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

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOTS 11, 12, 13, 14, AND 15, BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

2. That the Petitioner, Ronald D. Ramsey desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 18, Township 2 South, Range 30 West and recorded in Plat Deed Book 59 at Page 107 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate,

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

Ronald D. Ramsey
Petitioner(s) Name

P.O. Box 1182
Street Address

Gulf Breeze, Florida 32562
City State

850-982-0458
Phone Number

Gary F. Byrd , PSM #4400
Agent's Name

850-554-6734
Agent's Phone Number

JUNE 22, 2016
Date:

EXHIBIT A

REQUEST TO VACATE 20' ALLEYWAY LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOTS 11-15, BLOCK 58 OF ENGLEWOOD HEIGHTS

Petitioner: RONALD D. RAMSEY

Agent: GARY BYRD

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 7/6/16 DISTRICT 3

Alleyway to be Vacated

Petitioner's Property

HOLD/HARMLESS AGREEMENT

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

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

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

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

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOTS 11, 12, 13, 14, AND 15, BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

2. Petitioner(s), hereby covenant(s) and agree(s) that he has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

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

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

Executed in the presence of:

Witness

Bernie W Manning
Print or type name

Witness

Kara Johnson
Print or type name

Petitioner(s)
Ronald D. Ramsey
Print or type name

Date: Oct. 17, 2016

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of October, 2016, by Ronald D. Ramsey. He/~~She~~ is ( ) personally known to me, (✓) produced current Florida/Other Florida Driver License driver's license as identification, and/or ( ) produced current _____ as identification.

Notary Public

Bernie W Manning
Print or type name

(Notary Seal must be affixed)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Commission Expires: May 31, 2018
Commission Number: FF109897

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
~~Grover C. Robinson, IV, Chairman~~
Douglas B. Underhill
Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

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

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

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

_____
Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared_____ _____who _____ personally known to me or who have/has produced_____ as identification and who is/are known to me to be the individual(s) described in and who acknowledged that _____ executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this_____day of_____, A.D., 20____.

_____
Notary Public

_____
Print or type name

Commission Number:
Commission Expires:

10/17/16
Completed by
staff

AIRGAS SOUTH INC
PO BOX 9219
MARIETTA, GA 30065

WORSHAM WENDALL M & YULANDA S
8375 RALEIGH CIR
PENSACOLA, FL 32534

BROWNING FERRIS INDUSTRIES OF FLORIDA INC
c/o REPUBLIC SERVICES PROPERTY TAX
PO BOX 29246
PHOENIX, AZ 85038

SOUTHERN SCRAP COMPANY INC
PO BOX 2100
PENSACOLA, FL 325132100

PENSACOLA HABITAT FOR HUMANITY INC
PO BOX 13204
PENSACOLA, FL 32591

WASHINGTON WILLIE D &
THOMAS WILLIE J
3100 NORTH F ST
PENSACOLA, FL 32501

THE HOUSE OF GOD
2851 NORTH E ST
PENSACOLA, FL 32501

PIERRE WELLON JR
PO BOX 58141
NEW ORLEANS, LA 70122

CAPSTONE ADAPTIVE LEARNING AND THERAPY CENTERS INC
2912 NORTH E ST
PENSACOLA, FL 32501

EST OF IOLA JOHNSON
2920 N F ST
PENSACOLA, FL 32501

BRYANT CALLIE 33.3% INT
11412 LONGHILL LN
BALCH SPRING, TX 75180

BONNER TINNIE MAE
700 TRUMAN AVE APT 145-N
PENSACOLA, FL 32505-4022

MANNA FOOD BANK INC
116 E GONZALEZ ST
PENSACOLA, FL 32501

MCCORVEY ANGELA ELAINE &
MCCORVEY SAMUEL H
7692 CHARTER OAKS DR
PENSACOLA, FL 325146278

FRIENDLY BAPTIST CHURCH
1015 W BAARS ST
PENSACOLA, FL 32501

DUMPSON CAROLYN
917 W HAYES ST
PENSACOLA, FL 32501

JONES BECKIE & JONES EDDIE
819 W LEONARD ST
PENSACOLA, FL 32501

MCINTOSH JOHNNY & HELEN
3103 NORTH F ST
PENSACOLA, FL 32501

PRESSLEY PATTERSON JR
32 EDGEVIEW HEIGHTS RD
GREENVILLE, AL 36037

RAMSEY RONALD D
PO BOX 1182
GULF BREEZE, FL 32562

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

CRENSHAW PERRY
913 W BAARS ST
PENSACOLA, FL 32501

CARTER DAISY
PO BOX 2474
PENSACOLA, FL 32513

LEWIS HILDA
13280 SW 43RD CT
OCALA, FL 34473

MCKEEHAN MATTHEW C
2728 N PACE BLVD
PENSACOLA, FL 32505

BLOXSON JOSEPHINE B
3007 NORTH F ST
PENSACOLA, FL 32501

R J PROPERTIES OF NW FLORIDA LLC
2900 N E ST
PENSACOLA, FL 32501

BLOXSON DOROTHY JEAN
2921 NORTH F ST
PENSACOLA, FL 32501

EDLER NORMAN & LAURA
801 W BAARS ST
PENSACOLA, FL 32501

LETT OLA MAE
1324 E BOBE ST
PENSACOLA, FL 32503

JAMES ALBERT C & IREATER C
1010 W HAYES ST
PENSACOLA, FL 32501

YOUNG JESSIE REE
3100 NORTH G ST
PENSACOLA, FL 32501

ROBINSON VICKI L
3005 NORTH F ST
PENSACOLA, FL 32501

STABLER LEWIS M & FELICIA M
1008 W HAYES ST
PENSACOLA, FL 32501

JOHNSON FRANCES &
3000 NORTH G ST
PENSACOLA, FL 32501

HT LAND CO
2001 COMMERCE #200
HOUSTON, TX 77002

LETT LUCY MAE
3110 NORTH G ST
PENSACOLA, FL 32501

WARREN PLASTERING &
CONSTRUCTION SYSTEMS INC
1011 W TEXAR DR
PENSACOLA, FL 32501

WARREN BRADLEY HOLDINGS LLC
1011 W TEXAR DR
PENSACOLA, FL 32501

CARY JACQUELINE JUNE
3108 N G ST
PENSACOLA, FL 32501

SAAK PROPERTIES LLC
3130 N E ST
PENSACOLA, FL 325011328

WHITE LILLIE RUTH DALE
1012 W BAARS ST
PENSACOLA, FL 32501

BROWN DOUGLAS J
1008 W LEONARD ST
PENSACOLA, FL 32505

JOHNSON TRACIE DARNELL
39 BAYVIEW ST
SAN FRANCISCO, CA 94124

JAMES MABELINE &
JAMES HATTIE
914 W BAARS ST
PENSACOLA, FL 32501

CLAY SARAH N &
CLAY CHANDRA L
916 W LEONARD ST
PENSACOLA, FL 32501

SIMPSON LOLA BELLE & SIMPSON
LARRY & COTTON LOIS SIMPSON
1010 W LEONARD ST
PENSACOLA, FL 32501

JAMES FREDERICK N
916 W BAARS ST
PENSACOLA, FL 32501

JORDAN JOSEPH S EST OF &
WORSHAM YULANDA S
8375 RALEIGH CIR
PENSACOLA, FL 32534

GEORGE ETHEL MAE
1006 W HAYES ST
PENSACOLA, FL 32501

BELL ALVIN D II
4711 S HIMES AVE APT 2103
TAMPA, FL 33611

LEWIS OPHELIA M
7743 DEBORAH COURT
PENSACOLA, FL 32514

SELLERS SHIRLEY A
1014 W LEONARD ST
PENSACOLA, FL 32501

DAR KHURRAM
916 CRYSTAL SPRINGS AVE
PENSACOLA, FL 32505

SAVAGE ELLIAGE &
STALLWORTH CHESTER
3102 NORTH G ST
PENSACOLA, FL 32501

HILL JAMES A &
HILL SHIRLEY
911 W ANDERSON ST
PENSACOLA, FL 32501

KING NORMA JEAN
6648 HAMPTON ROAD
PENSACOLA, FL 32505

MOORE EARL L & EULA
1011 W HAYES ST
PENSACOLA, FL 32501

BARGAINEER DOROTHY C
909 W ANDERSON ST
PENSACOLA, FL 32501

MONFORD CARL D
1005 W ANDERSON ST
PENSACOLA, FL 32501

CHARTERS MARY ELLEN B
3101 E MALLORY ST
PENSACOLA, FL 32503

FREAR JAMES C & SHIRLEY J
905 W ANDERSON ST
PENSACOLA, FL 32501

MCLELLAN DAVID B & LISA M
2508 DUNN ST
PENSACOLA, FL 32526

WADE MINNIE CLYDE BONNER
1007 W HAYES ST
PENSACOLA, FL 32501

LAWYER TOD A & MICHELLE L
9922 EDENDALE RD
CANTONMENT, FL 32533

WARREN/BRADLEY HOLDINGS LLC
2060 UTICA PL
PENSACOLA, FL 32503

WOMACK DAISY B
3105 N F ST
PENSACOLA, FL 32501

WARREN ROBERT L &
MARIA W
2060 UTICA PLACE
PENSACOLA, FL 32503

STROMAN ROSETTA EST OF
C/O ERNEST STROMAN
8153 UNTREINER AVE
PENSACOLA, FL 32534

RUDD CHARLES E & PATRICIA
5925 PRINCE RD
PENSACOLA, FL 32503

ALLEN JAMES A & EARTHA
3012 TURNERS MEADOW RD
PENSACOLA, FL 32514

BLOXSON PEGGY
3005 N F ST
PENSACOLA, FL 32501

Escambia County Public Works
Real Estate Acquisition
3363 West Park Place
Pensacola, FL 32505

RESOLUTION NUMBER R_____-_____

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

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

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

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING NORTH AND ADJACENT TO THE NORTH LINE OF LOTS 11,12, 13, 14, AND 15, BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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

WHEREAS, Petitioner(s), Ronald D. Ramsey, has caused to be published on October 20, A.D., 2016, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m. on November 3, 2016, in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed; and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
~~Grover C. Robinson, IV, Chairman~~
Douglas B. Underhill
Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on November 3, A.D., 2016, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING NORTH AND ADJACENT TO THE NORTH LINE OF LOTS 11,12, 13, 14, AND 15, BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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

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

Board of County Commissioners
Escambia County, Florida

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-11395 **Clerk & Comptroller's Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 12/08/2016
Issue: October 2016 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the October 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended October 31, 2016, as required by Ordinance Number 95-13; on October 31, 2016, the portfolio market value was $245,494,791 and portfolio earnings totaled $218,584 for the month; the short-term portfolio yield was 0.56%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.41%; the long-term CORE portfolio achieved a yield of 1.27%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.99%.

Attachments

October 2016 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2016-2017
October 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 2016-2017
October 31, 2016

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value September 30, 2016	Market Value October 31, 2016
Bank Accounts	$ 20,124,150	$ 22,212,902
Money Market Accounts	50,430,436	40,444,243
State Board of Administration	54,681,552	54,721,408
Local Government Investment Pools	5,001,634	5,005,118
Certificates of Deposit	20,000,000	20,055,238
Money Market Mutual Fund	1,262,031	82,862
U.S. Treasury Bond/Notes	30,080,765	29,021,593
Federal Agency Bond/Note	47,560,829	48,564,048
Municipal Bonds	3,984,063	3,976,241
Corporate Notes	21,741,674	20,211,195
Commercial Paper	3,062,615	1,199,942
Total Portfolio Assets:	$ 257,929,749	$ 245,494,791
Current Month Earnings:	**$ 189,519**	**$ 218,584**
Fiscal Year to Date Earnings:	**$ 2,405,785**	**$ 218,584**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	September 30, 2016	October 31, 2016
Market Value	**$ 150,237,772**	**$ 142,438,909**
Short Term Portfolio Yield:	**0.52%**	**0.56%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.42%	0.41%
Fiscal YTD Earnings:	**$ 581,399**	**$ 65,028**

ENHANCED CASH PORTFOLIO:	September 30, 2016	October 31, 2016
Market Value	**$ 8,459,315**	**$ -**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.80%**	**0.01%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.66%	0.69%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.78%	0.85%
Effective Duration (Years)	**0.86**	**0.00**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.83	1.82
Fiscal YTD Earnings:	**$ 271,377**	**$ 3,316**

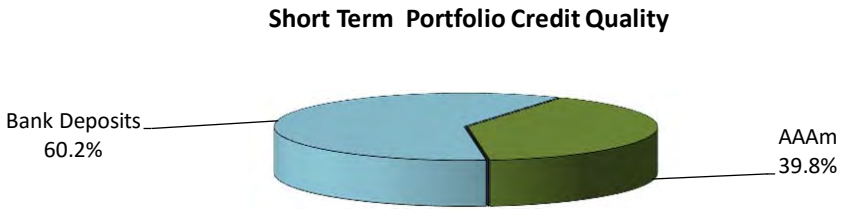
LONG TERM CORE PORTFOLIO:	September 30, 2016	October 31, 2016
Market Value	**$ 99,232,662**	**$ 103,055,882**
CORE Portfolio Yield to Maturity at Cost:	**1.30%**	**1.27%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.89%	0.99%
CORE Portfolio Total Return:	**0.16%**	**-0.14%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.16%	-0.20%
Effective Duration (Years)	**2.66**	**2.59**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.66	2.64
Fiscal YTD Earnings:	**$ 1,553,009**	**$ 150,240**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2016-2017
October 31, 2016

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

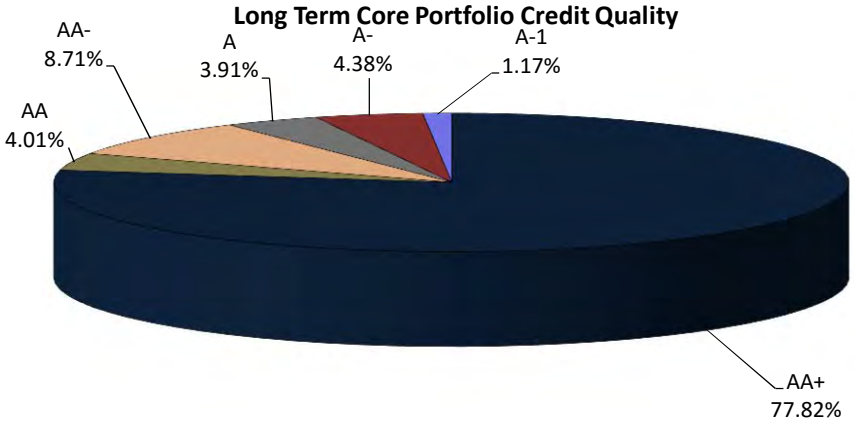
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 22,212,902	15.6%
Money Market Accounts	40,444,243	28.4%
Certificates of Deposit	20,055,238	14.1%
State Board of Administration	54,721,408	38.4%
Local Government Investment Pools	5,005,118	3.5%
Total Short Term Portfolio Assets:	**$ 142,438,909**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 29,021,593	28.2%
Federal Agency Bond / Note	48,564,048	47.1%
Municipal Obligations	3,976,241	3.9%
Commercial Paper	1,199,942	1.2%
Corporate Note	20,211,195	19.6%
Money Market Mutual Fund - Federated Government	82,862	0.1%
Total Long Term Core Portfolio Assets:	**$ 103,055,882**	**100.0%**



ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ -	0.0%
Federal Agency Bond / Note	-	0.0%
Corporate Note	-	0.0%
Commercial Paper	-	0.0%
Money Market Mutual Fund - Federated Government	-	0.0%
Total Enhanced Cash Portfolio Assets:	**$ -**	**0.0%**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
October 31, 2016

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	54,721,408	22.3%	25%	Yes
United States Treasury Securities		29,021,593	11.8%	100%	Yes
Federal Instrumentalities		48,564,048	19.8%	100%	Yes
Local Government Investment Pools		5,005,118	2.0%	25%	Yes
Certificates of Deposit		20,055,238	8.2%	20%	Yes
Savings Accounts		40,444,243	16.5%	100%	Yes
Commercial Paper		1,199,942	0.5%	25%	Yes
Corporate Notes		20,211,195	8.2%	20%	Yes
State and/or Local Government Debt		3,976,241	1.6%	25%	Yes
Bank Accounts - Bank of America		22,212,902	9.0%	100%	Yes
Money Market Mutual Fund		82,862	0.0%	50%	Yes
Total Investment Holdings	**$**	**245,494,791**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,501,405	1.0%	5%	Yes
Apple Inc. Corporate Notes	752,025	0.3%	5%	Yes
Bank Accounts - Bank of America	22,212,902	9.0%	100%	Yes
Bank of New York Mellon Corporate Notes	2,009,502	0.8%	5%	Yes
BBVA Compass	5,000,000	2.0%	10%	Yes
Berkshire Hathaway Inc	623,083	0.3%	5%	Yes
BNP Paribas	1,199,942	0.5%	5%	Yes
Centennial Bank	10,049,609	4.1%	10%	Yes
Chevron Corporation Corp Notes	749,977	0.3%	5%	Yes
Cisco Systems Inc.	2,014,054	0.8%	5%	Yes
City of New York	1,724,446	0.7%	10%	Yes
Colgate-Palmolive Co	747,957	0.3%	5%	Yes
Exxon Mobil Corporate Notes	1,007,571	0.4%	5%	Yes
Federal Home Loan Bank (FHLB)	19,490,951	7.9%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	12,834,854	5.2%	25%	Yes
Federal National Mortgage Association (FNMA)	16,238,243	6.6%	25%	Yes
Fidelity Institutional Government MMF	82,862	0.0%	25%	Yes
FLCLASS	5,005,118	2.0%	25%	Yes
Florida Prime (SBA)	54,721,408	22.3%	25%	Yes
General Electric Corporate Notes	2,511,213	1.0%	5%	Yes
Hancock Bank	22,691,502	9.2%	10%	Yes
HSBC Holdings PLC	1,001,298	0.4%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
October 31, 2016

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
JP Morgan Chase Corporate Notes	2,005,088	0.8%	5%	Yes
Mississippi State	767,857	0.3%	10%	Yes
Pfizer Inc Corporate Notes	1,017,176	0.4%	5%	Yes
Servisfirst Bank	22,758,370	9.3%	10%	Yes
State of Connecticut	690,112	0.3%	10%	Yes
Toyota Motor Corp	1,507,541	0.6%	10%	Yes
United States Treasury Securities	29,021,593	11.8%	100%	Yes
University of WA Taxable Revenue Bonds	793,827	0.3%	10%	Yes
Wells Fargo &Company Corporate Notes	1,763,307	0.7%	5%	Yes
Total Investment Holdings	**$ 245,494,791**	**100.0%**		

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-11408 **Clerk & Comptroller's Report** **12. 2.**

BCC Regular Meeting **Consent**

Meeting Date: 12/08/2016

Issue: TDT Collections Data for the September 2016 Returns Received in October 2016

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the September 2016 Returns Received in October 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the September 2016 returns received in the month of October 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the first month of collections for the Fiscal Year 2017; total collections for the month of September 2016 returns was $774,540.31; this is a 7.62% increase over the September 2015 returns; total collections year to date are 7.62% more than the comparable time frame in Fiscal Year 2016.

Attachments

September 2016 TDT Collections

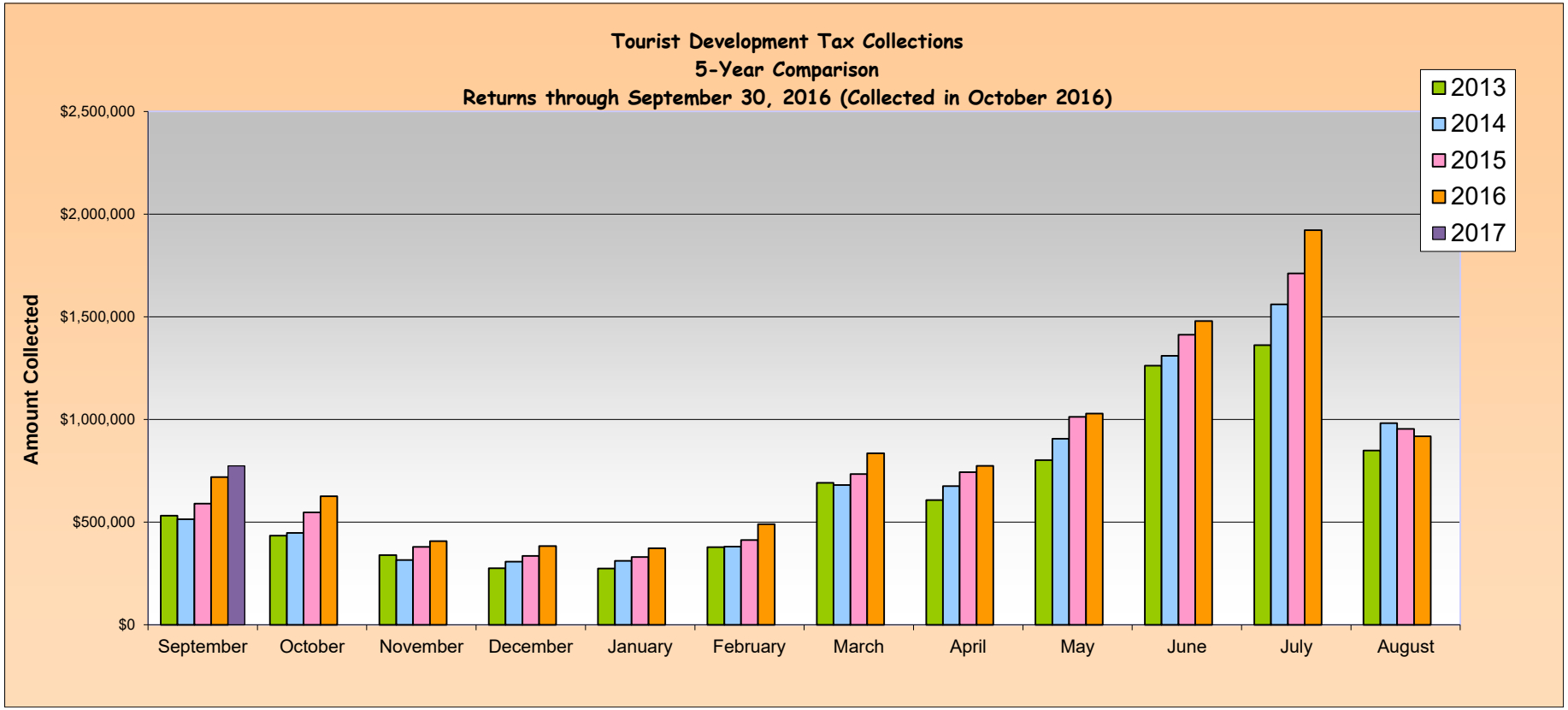
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA

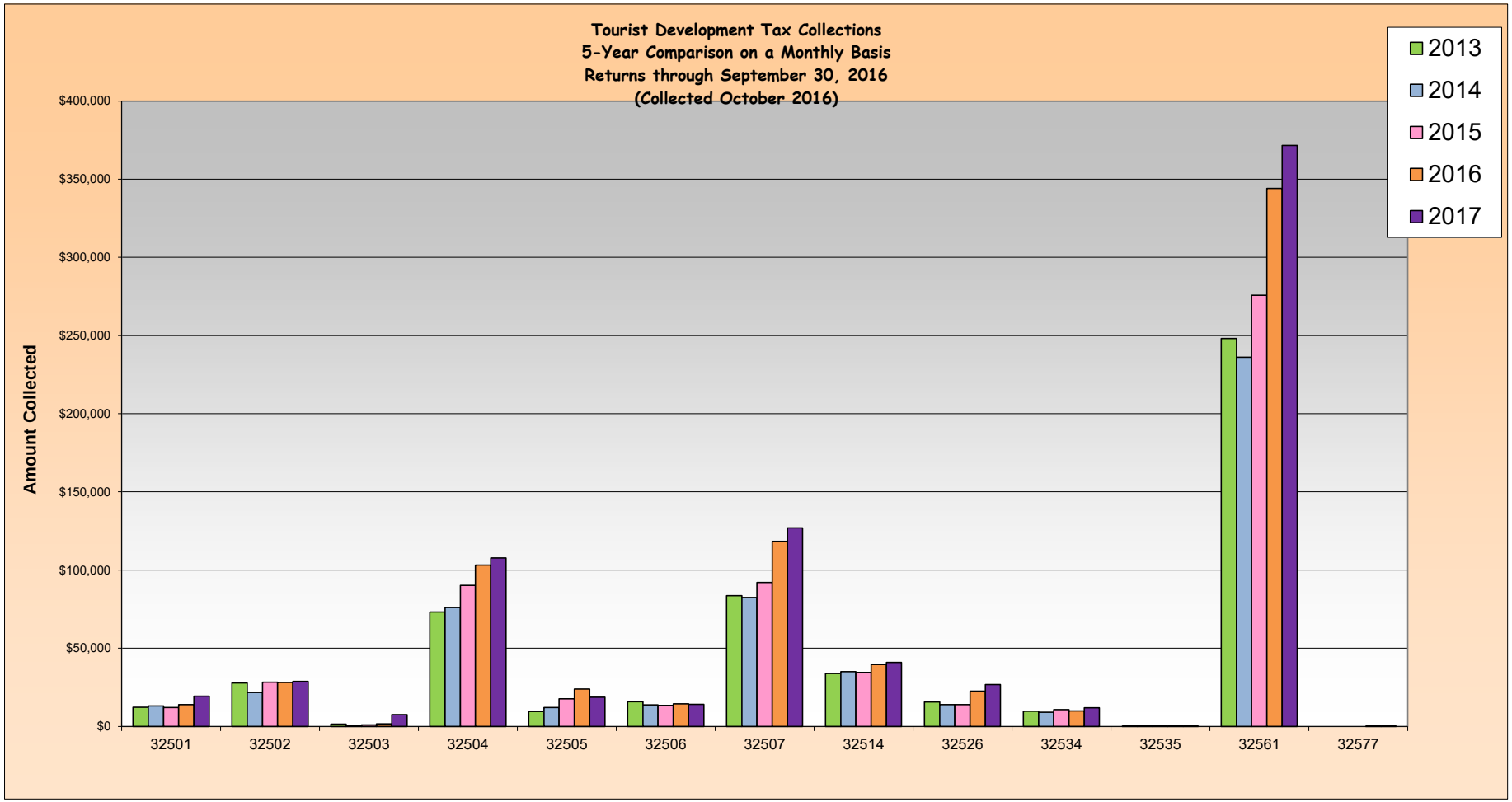
REPORTED IN FISCAL YEAR FORMAT

ESCAMBIA COUNTY FLORIDA

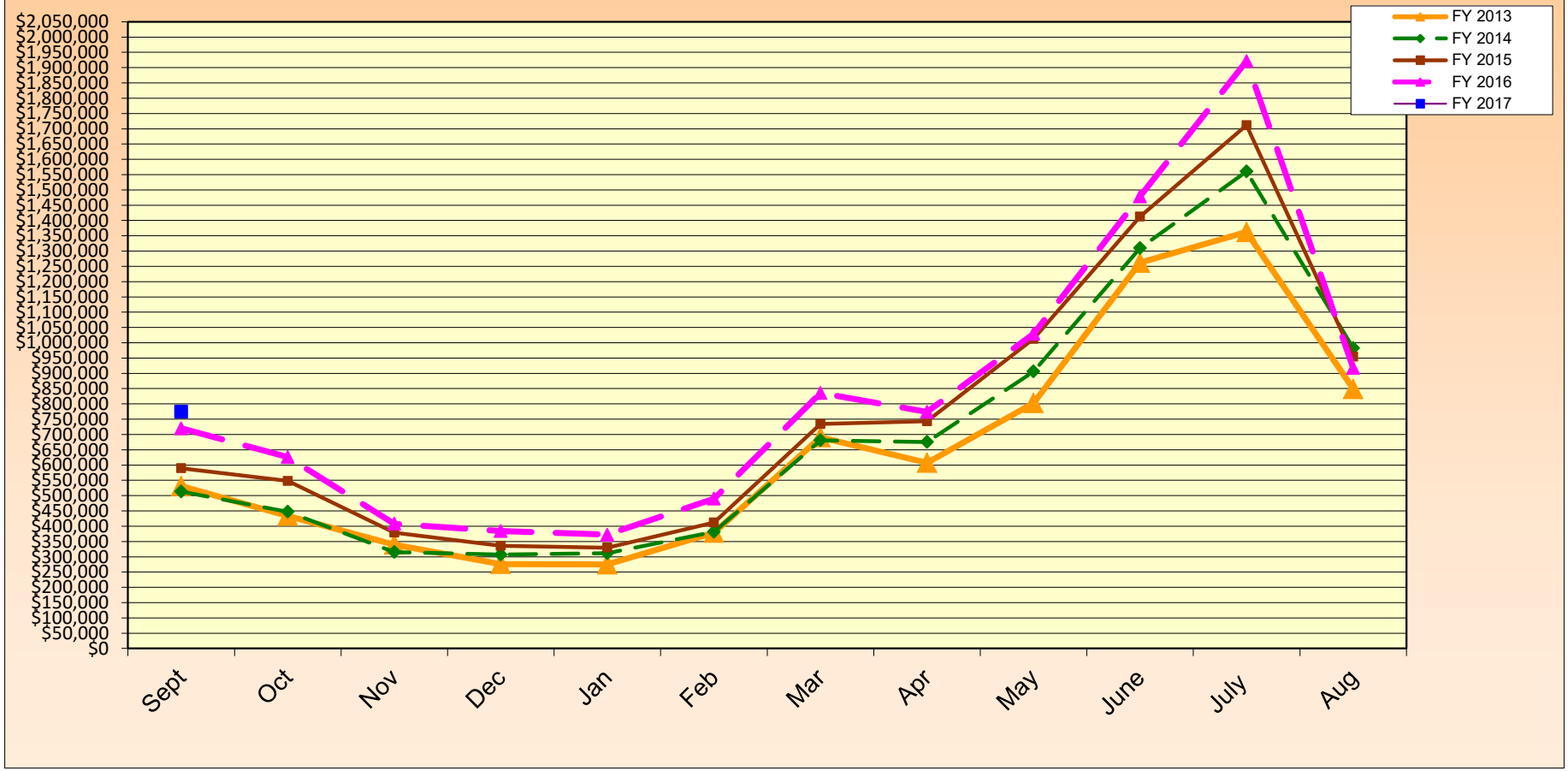
AS October 2016

Zip Code	Fiscal Year 2017 YTD Collected	Fiscal Year 2016 YTD Collected	Difference	% Change
32501	19,380	13,893	5,487	39%
32502	28,707	28,092	615	2%
32503	7,582	1,582	6,000	379%
32504	107,704	103,155	4,549	4%
32505	18,717	23,955	(5,238)	-22%
32506	14,090	14,443	(353)	-2%
32507	127,015	118,367	8,648	7%
32514	40,875	39,504	1,371	3%
32526	26,793	22,562	4,231	19%
32534	11,880	9,820	2,060	21%
32535	104	115	(11)	-10%
32561	371,593	344,150	27,443	8%
32562	-	-	-	0%
32577	100	50	50	100%
Total	**$ 774,540**	**$ 719,688**	54,852	**8%**


Tourist Development Tax Collections
5-Year Comparison
Returns through September 30, 2016 (Collected in October 2016)
Amount Collected
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
2013
2014
2015
2016
2017
September
October
November
December
January
February
March
April
May
June
July
August


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through September 30, 2016
(Collected October 2016)
Amount Collected
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577
2013
2014
2015
2016
2017

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2012 - FY 2016
Returns through September 30, 2016 (Collected in October 2016)



Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of	For The										
Collection	Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268	$539,766	$580,905
	TOTAL	**$288,077**	**$277,444**	**$274,902**	**$321,850**	**$343,637**	**$398,300**	**$385,209**	**$442,268**	**$539,766**	**$580,905**

TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of	For The										
Collection	Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,425	$179,922	$193,635
	TOTAL	**$96,026**	**$92,482**	**$91,634**	**$107,283**	**$114,546**	**$132,767**	**$128,403**	**$147,425**	**$179,922**	**$193,635**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2016
AS OF OCTOBER 31, 2016

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	13,893	2%	28,092	4%	1,582	0%	103,155	14%	23,955	3%
					3					
Total	**$ 13,893**	**2%**	**$ 28,092**	**4%**	**$ 1,582**	**0%**	**$ 103,155**	**14%**	**$ 23,955**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	14,443	2%	118,367	16%	39,504	5%	22,562	3%	9,820	1%
Total	**$ 14,443**	**2%**	**$ 118,367**	**16%**	**$ 39,504**	**5%**	**$ 22,562**	**3%**	**$ 9,820**	**1%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/15	115	0%	344,150	48%	-	0%	50	0%	719,688	100%
Total	**$ 115**	**0%**	**$ 344,150**	**48%**	**$ -**	**0%**	**$ 50**	**0%**	**$ 719,688**	**100%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF OCTOBER 31, 2016

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	**19,380**	3%	**28,707**	4%	**7,582**	1%	**107,704**	14%	**18,717**	2%
Total	**$ 19,380**	**3%**	**$ 28,707**	**4%**	**$ 7,582**	**1%**	**$ 107,704**	**14%**	**$ 18,717**	**2%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	**14,090**	2%	**127,015**	16%	**40,875**	5%	**26,793**	3%	**11,880**	2%
Total	**$ 14,090**	**2%**	**$ 127,015**	**16%**	**$ 40,875**	**5%**	**$ 26,793**	**3%**	**$ 11,880**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/15	**104**	0%	**371,593**	48%	**-**	0%	**100**	0%	**774,540**	100%
Total	**$ 104**	**0%**	**$ 371,593**	**48%**	**$ -**	**0%**	**$ 100**	**0%**	**$ 774,540**	**100%**

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-11409 **Clerk & Comptroller's Report 12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 12/08/2016
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held November 10, 2016;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 17, 2016;

C. Approve the Minutes of the Regular Board Meeting held November 17, 2016; and

D. Approve the Minutes of the Special Installation and Organization Meeting held November 22, 2016.

Attachments

20161110 CW Report
20161117 Agenda Work Session

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD NOVEMBER 10, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 12:47 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson, IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office
Angela Crawley, Assistant to the County Administrator

AGENDA NUMBER

1. Call to Order

   Chairman Robinson called the Committee of the Whole (C/W) Workshop to order at 9:00 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on November 5, 2016, in the Board's weekly meeting schedule.

AGENDA NUMBER – Continued

3. Presentation of Janet Holley's Retirement Proclamation by Commissioner Grover C. Robinson, IV

   Chairman Robinson presented a retirement Proclamation to Janet Holley, Escambia County Tax Collector.

   Speaker(s):

   Janet Holley

4. US 90 Project Development & Environment (PD&E) Study – Alternatives

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *U.S. 90 Project Development and Environment (PD&E) Study from Scenic Highway to the Santa Rosa County Line and from the Escambia County Line to Glover Lane Escambia and Santa Rosa Counties*, presented by Tracy Boutwell, P.E., Consultant Project Manager, American Consulting Engineers of Florida, LLC, who advised that:

      (1) The project area has been divided into five segments;

      (2) Traffic Analysis, development of typical sections, outline of preliminary concept and access management plans, development of construction segments, preliminary construction cost, and right-of-way cost estimates have been completed;

      (3) The Urban Typical Section is the one that will be used in Escambia County and will adjoin the Urban Typical Section just west of Scenic Highway;

      (4) The eastbound bridge over the Escambia River is already constructed to accommodate the additional lane, shoulder, and bike lane; however, the westbound bridge will need to be widened and the proposal is to widen to the inside;

(Continued on Page 3)

AGENDA NUMBER – Continued

4. Continued…

   A. Continued…

      (5) Estimated cost for the entire project is $260.3 million, but does not include right-of-way costs for pond sites, which will be determined during final design;

      (6) Escambia County costs are estimated at $25.3 million;

      (7) Final project approval is anticipated at the end of 2017; and

      (8) The Corridor Analysis Public Meeting is scheduled for December 6, 2016; and

   B. Board Direction – None.

   For Information: Commissioner Robinson and Commissioner Robertson both disclosed that they own property in Santa Rosa County that will be impacted by this project.

   Speaker(s):

   Peggy Kelly

5. Overview of Escambia County's Water Franchises

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Water Franchise Agreements*, presented by County Attorney Alison Rogers, and the C/W:

      (1) Was advised by County Attorney Rogers that:

         (a) Franchise agreements are similar to a lease and allow a utility to use the County's right-of-way to get clean water and infrastructure to rural areas of the County, and in some cases, franchise fees are collected through the utility;

         (b) There are currently eight water franchise agreements in place, and some may have grown outside the legal descriptions of their boundaries in order to get water to certain areas of the County;

(Continued on Page 4)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(1) Continued…

(c) Most of the utilities are not-for-profit corporations organized and registered in the State of Florida to do business, with the exception of The People's Water Service Company of Florida, Inc., which is the largest water franchise and is a for-profit corporation;

(d) The Law of Corporations governs the not-for-profit water franchises, which have Boards for direction, and the for-profit corporation is regulated by the Public Service Commission (PSC);

(e) A verbal representation was obtained from the local State Attorney's Office that Farm Hill Utilities, Inc., should be subject to the open government laws in Florida, meaning the Sunshine Law and Public Records Laws; as a result, the County Attorney's Office sent a letter to each franchise to inform them of that opinion, and some of the utilities have reached out to the State Attorney's Office asking practical questions about implementation;

(f) The Florida Rural Water Association provides Best and Standard Practices to these utilities, and they are of the opinion that the rural water franchises should be following the Sunshine Law, so guidance is available; and

(g) Water quality is regulated by the Florida Department of Environmental Protection, and the U.S. Department of Agriculture provides for significant amounts of loan and grant programs to rural and small water utilities, which provides some financial oversight;

(2) Was advised by Commissioner Underhill that recently there has been a notable increase in contacts to his office from customers of The People's Water Service Company of Florida, Inc., reporting a large rate increase, which is being investigated by the District 2 Office, with the assistance of the County Administrator and County Attorney; and

(Continued on Page 5)

AGENDA NUMBER – Continued

5. Continued…

   A. Continued…

      (3) Heard the request from Commissioner Barry that the County Attorney's Office offer open government training, in-house, at no cost to the utilities, and submit a recommendation to the Board at the November 17, 2016, Regular BCC Meeting; and

   B. Board Direction – None.

6. Safe Neighborhood Crime Prevention Program Reserve Account

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Discussion Concerning Safe Neighborhood Reserve Funds*, presented by Clara Long, Division Manager, Community Redevelopment Agency (CRA), and the C/W:

      (1) Was advised by Ms. Long that:

         (a) The annual revenue for Safe Neighborhoods is approximately $135,000 and the current Reserve Fund Balance is $631,000;

         (b) Funds are leveraged with CRA Tax Increment Financing (TIF) funds, as well as Neighborhood Enterprise Division Community Development Block Grant (CDBG) Program funds to accomplish proposed projects;

         (c) Fiscal year expenditures for Safe Neighborhoods included 12 cleanups at a cost of slightly more than $20,000, 12 demolitions at a cost of $80,000, and service for over 430 streetlights with an average cost of slightly more than $5,000 per month; and

         (d) Proposed allocations will be leveraged with CRA TIF and CDBG funds as appropriate, and are as follows:

            - $130,000 for approximately 245 LED streetlights
            - $150,000 for approximately 30 demolitions
            - $80,000 for approximately 160 lot abatements
            - $100,000 for sidewalks

(Continued on Page 6)

AGENDA NUMBER – Continued

6. Continued…

   A. Continued…

      (2) Was advised by Commissioner May that a breakdown of needs in neighborhoods that were previously identified for funding where funds were not spent is needed before any new plans are made; and

      (3) Heard County Administrator Brown direct staff to send the Commissioners the PowerPoint Presentation that identifies the law and the past and present Safe Neighborhoods; and

   B. Board Direction – None

7. I-110 Master Plan Update

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *I-110 Master Plan Update*, presented by David Forte, Division Manager, Public Works Department, and the C/W:

      (1) Was advised by Mr. Forte that:

         (a) There is a Federal Requirement for a Master Plan with updates every 10 years, and one of the current considerations in the Master Plan is closing the Gregory Street off-ramp, as requested by the County in 2006, due to safety concerns, lack of use, and development opportunities;

         (d) Removal of the ramp could provide additional parking or storage for the Pensacola Bay Center, safer access from existing parking, building expansion or redevelopment;

         (e) Removal of the ramp would add approximately 1,655 feet of travel distance;

         (f) The 2007 Traffic Impact Study found no significant impacts by closing the Gregory Street off-ramp;

(Continued on Page 7)

AGENDA NUMBER – Continued

7. Continued…

   A. Continued…

      (1) Continued…

         (g) The estimated timeline for removal is 4-6 years; and

         (h) If the Board wants to continue supporting the past City and County requests and the Florida Department of Transportation's (FDOT) plans to close the Gregory Street off-ramp, the Board must request that FDOT program the closure costs within the next 5-year Work Program, as well as, request FDOT partially or completely fund the closure, and consider whether there will be any local funds contributed to the closure; and

      (2) Agreed to support moving forward with the Gregory Street off-ramp closure; and

      (3) Heard comments from Cyndee Pennington, Pensacola Bay Center General Manager, supporting the closing of the off-ramp, at no cost to the Bay Center; and

   B. Board Direction – None.

8. Overview of Tiny Housing

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Tiny Housing*, presented by County Administrator Jack Brown, who advised that:

      (1) Tiny houses can either be on wheels or on a foundation, and if on wheels are considered a recreational vehicle (RV) park model, and if on a foundation, an "accessory dwelling unit," which normally is built on a lot with an existing home, would require a change to the Land Use Code; furthermore, Escambia County's Land Use Code allows for RV parks of a five-acre minimum, and accessory dwelling units in most areas;

(Continued on Page 8)

8. Continued…

   A. Continued…

      (2) Currently, there is no minimum building code in Escambia County; however, the international building code recommends 120-150 square feet per person, and then 70 square feet for each additional room, with a minimum 7 foot ceiling; and

      (3) Most pilot projects are done in conjunction with a community partner; and

   B. Board Direction – The C/W recommends that the Board authorize staff to draft a Request for Proposals for a community partner and a pilot program of eight tiny homes between 200 and 300 square feet, and request the Planning Board to consider how the implementation of tiny houses would fit into the Land Development Code.

      Recommended 4-0, with Commissioner May having left the meeting

9. Mailings for Land Use Decisions

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Mailings for Land Use Decisions*, presented by Horace Jones, Director, Development Services Department, and the C/W:

      (1) Was advised by Mr. Jones that the Board has approved increasing the radius for mailing notices from 500 feet to 2,500 feet for any property issues or public hearings that come before the Board, with the exception of final plats; however, variances and conditional use do not come before the Board because those decisions are made by the Board of Adjustment; and

      (2) Was advised by Drew Holmer, Development Services Department, that conditional uses (uses that fall between zoning districts) currently follow the same process as rezonings, which is now 2,500 feet, and notices for variances are sent to only adjoining property owners and no ad is published in the newspaper, and staff needs to know if the Board wants to change the requirements for conditional uses and variances to 2,500 feet as well; and

(Continued on Page 9)

9. Continued…

   B. Board Direction – The C/W recommends that the Board approve to include Variance and Conditional Use approvals that go before the Board of Adjustment with the new notice requirements for land use decisions, and clarify the line related to final plat to state "PUD Subdivision Final Plat."

      Recommended 4-0, with Commissioner May having left the meeting

10. Sector Plan

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Sector Plan*, presented by Horace Jones, Director, Development Services Department, and the C/W:

      (1) Was advised by Mr. Jones that:

         (a) There would be no consistency between Future Land Use (FLU) Categories and zoning if the Sector Plan was removed, and for development to proceed FLU changes would have to go to Tallahassee for review and would create the potential for vested right claims;

         (b) Staff had a teleconference with the Florida Department of Economic Opportunity (DEO), and were advised as follows:

            - Removal of the Sector Plan would require a Comprehensive Plan amendment, and DEO agreed that if the Sector Plan is removed the underlying existing FLU categories would become the controlling document again
            - DEO confirmed that State Statute allows for individuals to opt out of the Sector Plan, but if that occurs, the Board will have to evaluate how viable the Sector Plan remains if many people opt out
            - A Development of Regional Impact Process (DRI) requirement no longer exists; however, a FLU Map Amendment may be required based on individual requests, and DEO was reluctant to discuss any other alternatives other than complying with Statutes in place due to the Community Planning Act
            - A more official response is expected; however, DEO confirmed the information on the PowerPoint slides

(Continued on Page 10)

AGENDA NUMBER – Continued

10. Continued…

A. Continued…

(2) Was advised by County Attorney Rogers that the Board can adopt a liberal policy regarding opting out of the Sector Plan; however, a deletion from the Sector Plan cannot create an isolated "island" in the middle of the Sector Plan; furthermore, there is a minimum acreage requirement and ratios that must be maintained;

(3) Was advised by Tim Day, Natural Resources Management Department, any parcels containing wetlands that were opted out would still be subject to all applicable environmental rules, and some of the conservation subdivision zonings allow for better treatment of storm water prior to discharge, as well as preservation of open space; and

(4) Heard County Administrator Brown direct staff to get information from DEO in order to determine a tipping point should many property owners wish to opt out of the Sector Plan; and

B. Board Direction – None.

For Information: Commissioner Robertson disclosed he owns a parcel of property that is included in the Sector Plan.

AGENDA NUMBER – Continued

11. Discussion Regarding Marijuana

A. Board Discussion – The C/W discussed Medical Marijuana; and the C/W:

(1) Was advised by Commissioner Robinson that:

(a) He proposes the following stances when lobbying the Legislature:

- Asking that the Medical Marijuana Treatment Centers (MMTC) be licensed by the State of Florida, as licensed "commercial entities" like the current six, so that anyone distributing medical marijuana is licensed by the State of Florida
- Asking the State to continue to allow local governments, counties and cities, to deal with this within their own planning and zoning and make decisions as to number
- Asking that some portion of taxes be allocated back to help local governments deal with law enforcement and public safety issues

(b) Prevention of "clustering" of MMTCs in Escambia County can be done by developing a process that requires MMTCs to have a minimum distance between facilities, because Colorado officials have indicated that typically, within two years people will want to have marijuana legalized for recreational use, and a process will need to be in place at that time to preclude clustering when the value of the distribution license increases due to the legalization of recreational marijuana; and

(c) There are currently six licensed providers, and they will most likely apply for licenses to distribute recreational marijuana if it becomes legal; and

(2) Heard comments from Commissioner Barry supporting the proposed requests to the Legislature, and further discussion regarding the required distance between MMTCs and from churches and schools, when all Commissioners are present; and

(Continued on Page 12)

AGENDA NUMBER – Continued

11. Continued…

B. Board Direction – The C/W recommends that the Board establish a lobbying position for the medical marijuana implementation, as follows:

(1) All Medical Marijuana Treatment Centers would be commercial entities licensed by the State;

(2) Local Governments would have the right to deal with the zoning and number of licensees in their County; and

(3) The State would set some portion of the taxes collected to come back to local governments to deal with public safety and law enforcement issues created.

Recommended 3-0, with Commissioner May and Commissioner Underhill having left the meeting

12. Adjourn

Chairman Robinson declared the C/W Workshop adjourned at 12:47 p.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD NOVEMBER 17, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 10:54 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
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lorraine Hudson, Manager, Treasury/Payroll, Clerk and Comptroller's Office
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 November 17, 2016, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;

   B. Lorraine Hudson, Manager, Treasury/Payroll, Clerk and Comptroller's Office, 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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11312 **Growth Management Report 12. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/08/2016
Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter 3, Zoning Regulations and Chapter 6, Definitions
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter 3, Zoning Regulations and Chapter 6, Definitions

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Article 1, General Provisions, Section 3-1.4 Allowed Uses; Article 2, Mainland Districts, Sections 3-2.2, 3-2.4, 3-2.6, 3-2.9, 3-2.10, and 3-2.11; Article 4 Perdido Key Districts, Sections 3-4.5, 3-4.6 and 3-4.7; Article 5, Pensacola Beach Districts, Sections 3-5.4, 3-5.6 and 3-5.7 and Chapter 6, Definitions, Section 6-0.3 Terms defined, to address the compassionate use of low-THC and medical cannabis.

This is the first of two required public hearings.

BACKGROUND:

Section 381.986, Florida Statutes (2016), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis and medical cannabis for use by qualified patients suffering from cancer, terminal conditions, and certain chronic conditions. The dispensing organizations must be approved by the Florida Department of Health, and once approved, are subject to state regulation and oversight. The Escambia Board of County Commissioners directed staff to amend the Land Development Code to identify specific zoning districts within Escambia County to allow marijuana dispensing facilities as a permitted use and also to include related terms and definitions.

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

Draft Ordinance
Voting Data for Amendment 2

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Medical Use of marijuana

Date: 10/20/16

Date requested back by: 10/20/16

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Meredith Cranford

Date Received: 10/20/2016

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 3, ZONING REGULATIONS, ARTICLE 1, GENERAL PROVISIONS, ADDING SECTION 3-1.4 (J) "COMPASSIONATE USE OF LOW-THC AND MEDICAL CANNABIS" AS AN ALLOWED USE; AMENDING ARTICLE 2, MAINLAND DISTRICTS, ARTICLE 4, PERDIDO KEY DISTRICTS AND ARTICLE 5, PENSACOLA BEACH DISTRICTS, ADDING "MARIJUANA DISPENSING FACILITIES" AS A PERMITTED USE IN SPECIFIED DISTRICTS; AMENDING CHAPTER 6, DEFINITIONS TO DEFINE NECESSARY TERMS RELATED TO MARIJUANA DISPENSING FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 381.986, Florida Statutes (2016), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis and medical cannabis for use by qualified patients suffering from cancer, terminal conditions, and certain chronic conditions. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight; and

WHEREAS, Section 381.986, Florida Statutes (2016), mandates all matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations are preempted to the State; and

WHEREAS, Section 381.986, Florida Statutes (2016), directs that a county may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule, for all dispensing facilities of dispensing organizations located within its boundaries; and

WHEREAS, the Escambia Board of County Commissioners directed staff to amend the Land Development Code to identify specific zoning districts within Escambia County to allow marijuana dispensing facilities as a permitted use and also to include related terms and definitions;

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

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 1, General Provisions, Section 3-1.4 Allowed Uses, is hereby amended as shown in attached **Exhibit A**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 2. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, Sections 3-2.2, 3-2.4, 3-2.6, 3-2.9, 3-2.10, and 3-2.11, are hereby amended as shown in attached **Exhibit B**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 3. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 4 Perdido Key Districts, Sections 3-4.5, 3-4.6 and 3-4.7 are hereby amended as shown in attached **Exhibit C**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 4. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 5, Pensacola Beach Districts, Sections 3-5.4, 3-5.6 and 3-5.7 are hereby amended created as shown in attached **Exhibit D**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 5. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, Section 6-0.3 Terms defined, are hereby amended created as shown in attached **Exhibit E**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference

Section 4. 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 5. 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 (2016), 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 of phrase in order to accomplish its intentions.

Section 6. Effective date.

This ordinance shall become effective upon filling with the Department of State.

DONE AND ENACTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

Attachment A

Sec. 3-1.4 Allowed uses.

(a) Generally. The uses of land and structures are limited to those identified within the applicable zoning district as "permitted uses" or "conditional uses," and to their valid accessory uses, unless other uses are secured through applicable vesting and nonconformance or temporary use provisions of the LDC. Uses not so identified or secured are prohibited, and the conducting of any prohibited use is a violation of the LDC punishable as provided by law and ordinance. The burden is on the landowner, not the county, to show that a use is allowed. Even when allowed, uses are subject to the general development standards of Chapter 5 and the use and location regulations established in Chapter 4.

(b) Conditional uses. The identification of a use as conditional within a zoning district is an indication that, given certain existing or imposed conditions, the use may be appropriate for some locations in that district. The appropriateness of the use is determined through discretionary county review of an applicant's demonstration that specific conditions will assure compatibility with surrounding uses. Conditions applicable to all conditional uses are established in the conditional use process provisions of Chapter 2. Additional conditions applicable to a specific use may be established by the LDC where the conditional use is established.

(c) Accessory uses and structures. Uses and structures accessory to permitted uses and approved conditional uses are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise prohibited by the applicable zoning district. Where more than one zoning district applies to a parcel, an accessory use or structure may not be established in one zoning district to serve a primary use in the other district if the principal use is not allowed in the district in which the accessory use is located.

(d) Single-family dwellings. A single-family dwelling as the principal use for an existing lot of record is a conforming use regardless of the zoning district or future land use category. A building permit may be issued for such a dwelling on any nonconforming lot of record if the dwelling complies with all other applicable regulations.

(e) Mix of uses. Unless clearly indicated otherwise in the LDC, the identification of multiple permitted or conditionally permitted uses within a zoning district allows any mix of those uses within an individual development, parcel, or building, regardless of any designation or other characterization of the district as mixed-use. A mix of uses generally does not modify the development standards and regulations applicable to any individual use within the mix.

(f) Classifying uses. Classifying a particular land use is the discretionary process of determining whether the use is one already identified in the LDC as allowed by right (permitted use) or by special approval (conditional use).

(1) Information. The Planning Official, or Board of Adjustment (BOA) on appeal, shall obtain the information necessary to accurately classify a use. At a

minimum, the applicant shall describe in writing the nature of the use and the county shall utilize public records, site investigations and other reliable sources of information, including the *Land-Based Classification Standards* of the American Planning Association and the *North American Industry Classification System* (NAICS) of the U.S. Department of Commerce.

(2) Rules for classification. Classifying a use is not specific to any individual site, project or applicant, but shall be appropriate and valid for all occasions of the use. Use classification shall be guided by Chapter 1 provisions for interpreting the LDC and the following rules:

a. If a use is defined in the LDC, that definition shall be applied to the classification.

b. The reviewing authority shall not read an implied prohibition of a particular use into a classification.

c. Classification is limited to giving meaning to the uses already allowed within the applicable zoning district. No policy determinations shall be made on what types of uses are appropriate within the district.

d. When the use regulations are ambiguous, the purpose and intent of the zoning district and the nature of the uses allowed within it shall be considered.

e. Classification is not based on the proximity of the proposed use to other uses.

f. The use or activity determines the classification, not property ownership, persons carrying out the use or activity, or other illegitimate considerations.

g. Generally, the function rather than the form of a structure is relevant to its classification.

(3) Determinations. All classifications determined by the Planning Official shall be recorded to ensure consistency with future classifications. A use not determined to be one specifically identified in the LDC as permitted or conditionally permitted may be proposed to the Planning Board for consideration of subsequent zoning district use amendment.

(g) Temporary uses and structures. Temporary uses and structures are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise modified or prohibited by the applicable zoning district.

(h) Outdoor storage. Outdoor storage is allowed as prescribed by the supplemental use regulations of Chapter 4 unless modified or prohibited by the applicable zoning district.

(i) Subdivision. The subdivision of land to accommodate the permitted uses or approved conditional uses of the applicable zoning district is allowed as

prescribed by the standards of Chapter 5 unless otherwise prohibited by the district.

(j) Compassionate use of low-THC and medical cannabis. Section 381.986, Florida Statutes (2016), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis and medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight.

(1) Intent. The intent of this article is to establish the criteria for the location and permitting of facilities that dispense low-THC cannabis or medical cannabis by State authorized dispensing organizations in accordance with Section 381.986, Florida Statutes (2016) and Florida Administrative Code Chapter 64-4.

(2) Applicability. The provisions of this section shall be applicable in the unincorporated areas of Escambia County. This section shall only be construed to allow the dispensing of low-THC cannabis or medical cannabis by a state-approved dispensing organization for medical use. The sale of cannabis or marijuana is prohibited in Escambia County except in accordance with this provision.

This provision does not exempt a person from prosecution in any criminal offense related to impairment or intoxication resulting from the medical use of low-THC cannabis or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

Attachment B

Article 2 Mainland Districts

Sec. 3-2.1 Purpose of article.

This article establishes the zoning districts that apply to all areas of the county under the jurisdiction of the Board of County Commissioners (BCC), except Perdido Key and Santa Rosa Island. Each district establishes its own permitted and conditional land uses, site and building requirements, and other provisions consistent with the stated purposes of the district. District provisions are subject to all other applicable provisions of the LDC and may be modified by the requirements of overlay districts as prescribed in Article 3.

Sec. 3-2.2 Agricultural district (Agr).

(a) Purpose. The Agricultural (Agr) district establishes appropriate areas and land use regulations for the routine agricultural production of plants and animals, and such related uses as silviculture and aquaculture. The primary intent of the district is to avoid the loss of prime farmland to other uses, its division into smaller parcels of multiple owners, and other obstacles to maintaining or assembling sufficient agricultural acreage for efficient large-scale farming. Other than agricultural production, non-residential uses within the Agricultural district are generally limited to rural community uses that directly support agriculture, and to public facilities and services necessary for the basic health, safety, and welfare of a rural population. The absence of urban or suburban infrastructure is intentional. Residential uses within the district are largely self-sustaining, consistent with rural land use and limited infrastructure. Single-family dwellings are allowed at a very low density sufficient for the needs of the district's farm-based population.

(b) Permitted uses. Permitted uses within the Agricultural district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only. Maximum single-family lot area within any proposed subdivision of 100 acres or more of prime farmland shall be one and one-half acres. See also conditional uses in this district.

(2) Retail sales.

a. <u>Marijuana dispensing facilities. Where ancillary to cultivation or processing, dispensing of low-THC or medical cannabis shall also be permitted in the Agr Zoning district .</u>

b. No other retail sales except as permitted agricultural and related uses in this district.

Sec. 3-2.4 Rural Mixed-use district (RMU).

(a) Purpose. The Rural Mixed-use (RMU) district establishes appropriate areas and land use regulations for a mix of low density residential uses and compatible nonresidential uses within areas that have historically developed as rural or semi-rural communities. The primary intent of the district is to sustain these communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands. The RMU district allows public facilities and services necessary for the health, safety, and welfare of the rural mixed-use community, and other non-residential uses that are compact, traditionally neighborhood supportive, and compatible with rural community character. District communities are often anchored by arterial and collector streets, but they are not characterized by urban or suburban infrastructure. Residential uses are generally limited to detached single-family dwellings, consistent with existing rural communities and limited infrastructure.

(b) Permitted uses. Permitted uses within the RMU district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only, on lots one half acre or larger. See also conditional uses in this district.

(2) Retail sales. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales with no outdoor storage:

a. Automotive fuel sales.

b. Convenience stores.

c. Drugstores.

d. Grocery or food stores, including bakeries and butcher shops whose products are prepared and sold on the premises.

e. Hardware stores.

f. Marijuana dispensing facilities.

See also permitted agricultural and related uses and conditional uses in this district.

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

(a) Purpose. The Low Density Mixed-use (LDMU) district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible non-residential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Residential district. Additionally, the LDMU district is intended to rely on a pattern of well-connected streets and provide for the separation of suburban uses from more dense and intense urban uses. Residential uses within the district include most forms of single-family, two-family and multi-family dwellings.

(b) Permitted uses. Permitted uses within the LDMU district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes within manufactured home parks or subdivisions, including new or expanded manufactured home parks and subdivisions.

b. Single-family dwellings (other than manufactured homes), attached or detached, including townhouses and zero lot line subdivisions.

c. Two-family dwellings (duplex) and multi-family dwellings up to four units per building (triplex and quadruplex). See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales, or retail sales within a neighborhood retail center no greater than 35,000 square feet per lot and containing a mix of retail sales and services. Retail sales including, marijuana dispensing facilities,sales of beer and wine, but excluding sales of liquor or motor vehicles, and exclude permanent outdoor storage, display, or sales.

See also conditional uses in this district.

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

(b) Permitted uses. Permitted uses within the HDMU district are limited to the following:

(1) Residential. The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks. **c.** Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions. d. Two-family and multi-family dwellings. See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales including <u>marijuana dispensing facilities</u>,sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales.

See also conditional uses in this district.

Sec. 3-2.10 Commercial district (Com).

(a) 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.

(b) Permitted uses. Permitted uses within the Commercial district are limited to the following:

(1) Residential. The following residential uses are allowed throughout the district, but if within the Commercial (C) future land use category they are permitted only if part of a predominantly commercial development:

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings. See also conditional uses in this district.

(2) Retail sales. Retail sales including, marijuana dispensing facilities, sales of alcoholic beverages and automotive fuels, but excluding motor vehicle sales and permanent outdoor storage.

See also conditional uses in this district.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales including <u>marijuana dispensing facilities,</u> sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, ~~and~~ manufactured (mobile) homes.

Attachment C

Article 4 Perdido Key districts.

Sec. 3-4.1 Purpose of article. This article establishes the zoning districts that apply to all areas of Perdido Key under the jurisdiction of the BCC. Each district establishes its own permitted and conditional land uses, site and building requirements, and other provisions consistent with the stated purposes of the district, the adopted Perdido Key Master Plan and the Mixed-Use Perdido Key (MU-PK) future land use category. In addition to the dwelling and lodging unit density limits of MU-PK, district provisions are subject to all other applicable provisions of the LDC and may be modified by the requirements of the Perdido Key Towncenter Overlay (PK-OL) district as prescribed in Article 3.

Sec. 3-4.5 Commercial district, Perdido Key (Com-PK).

(a) Purpose. The Commercial district (Com-PK) establishes appropriate areas and land use regulations primarily for the retailing of commodities and selected services. The regulations are intended to permit and encourage essential neighborhood commercial uses while protecting nearby residential properties from adverse impacts of commercial activity.

(b) Permitted uses. Permitted uses within the Com-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes.

b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, <u>including marijuana dispensing facilities</u>, excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) as measured between the exterior wall of the store and the boundary of the residential zoning.

Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).

(a) Purpose. The Commercial Core (CC-PK) district establishes appropriate areas and land use regulations primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed-use development, including residential and lodging uses at high densities, and commercial uses associated with resort areas.

(b) Permitted uses. Permitted uses within the CC-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes. b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, <u>including marijuana dispensing facilities,</u> excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) measured as the shortest distance between any exterior wall of the store and the boundary line of the residential zoning.

Sec. 3-4.7 Commercial Gateway district, Perdido Key (CG-PK).

(a) Purpose. The Commercial Gateway (CG-PK) district establishes appropriate areas and lands use regulations for gateways into Perdido Key. The intent is to provide an identity to the Key as a visually attractive, family style, resort community. The district is characterized by resort-related commercial uses, including hotels and motels, as well as high density residential development.

(b) Permitted uses. Permitted uses within the CG-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes.

b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, <u>including marijuana dispensing facilities,</u> excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) measured as the shortest distance between any exterior wall of the store and the boundary line of the residential zoning.

Attachment D

Article 5 Pensacola Beach districts.

Sec. 3-5.4 Medium density residential/commercial (MDR/C-PB). Areas delineated as medium density residential/commercial are for mixed uses including medium density residential, motel, hotel and limited accessory retail uses. Densities shall be in the range of five to 15 units per acre for residential use and for a mix of residential and motel/hotel uses. For developments consisting solely of motel/hotel development, where the application of the five to 15 density range will result in a reduction of the existing number of units, or where such density restrictions will impede efficient motel/hotel development, the Santa Rosa Island Authority may, but shall not be obligated to, recommend conditional use approval to the Escambia County Board of Adjustments such that motel/hotel development may be increased up to a maximum of 20 units per acre. This special exception shall not apply to condominium dwellings which are made available for rental use.

(a) Permitted uses. The following types of uses are permitted under MDR/C-PB:

(1) Duplexes.
(2) Triplexes.
(3) Multiple dwellings.
(4) Motel and hotels.
(5) Restaurants.
(6) Tourist related retail goods.
(7) Marinas, etc.
(8) Cocktail lounges and package stores.
(9) Miscellaneous convenience goods stores.
(10) Professional offices.
(11) Realty and property rental offices.
(12) Personal service establishments.
(13) Marijuana dispensing facilities.

Sec. 3-5.6 High density residential/commercial (HDR/C-PB). Areas delineated as high density residential/commercial are for mixed uses including high density residential, hotel and limited accessory retail uses. Densities shall be in the range of 16 to 30 units per acre for residential uses and for a mix of residential and hotel uses. For development consisting solely of hotel development, where the application of the 16 to 30 density range will result in a reduction of the existing number of units, or where such density restrictions will impede efficient hotel development, the SRIA may, but shall not be obligated to, recommend conditional use approval to the BOA such that hotel development may be increased up to a maximum of 50 units per acre. This conditional use shall not apply to condominium dwellings which are made available for rental use.

(a) Permitted uses. The following types of use are permitted under HDR/C-PB:

(1) Condominiums.
(2) Motels and hotels.
(3) Restaurants.
(4) Tourist related retail goods.
(5) Marinas, etc.
(6) Cocktail lounges and package stores.
(7) Miscellaneous convenience goods stores.
(8) Professional offices.
(9) Realty and property rental offices**.**
(10) Personal service establishments.
(11) Marijuana dispensing facilities.

Sec. 3-5.7 General retail (GR-PB). Areas delineated as general retail may be developed for uses pertaining to retail sales and services including motels (in accordance with the density provisions of medium density residential/commercial), restaurants, service stations, marinas, cocktail lounges, tourist related retail goods and professional services, sundries, convenience stores, groceries, professional offices, realty offices, personal service establishments, and substantially similar uses as determined by the Santa Rosa Island Authority Board.

(a) Permitted uses. The following types of uses are permitted in GR-PB:

(1) Motels and hotels.
(2) Restaurants, indoor and drive-in.
(3) Grocery stores.
(4) Miscellaneous convenience goods stores.
(5) Professional offices.
(6) Realty and property rental offices**.**
(7) Personal service establishments.
(8) Convenience goods stores.
(9) Professional offices.
(10) Personal service establishments.
(11) Realty and property rental offices.
(12) Marinas.
(13) Temporary structures with a limited use permit.
(14) Marijuana dispensing facilities.

Attachment E

Sec. 6-0.3 Terms defined.

As used within the LDC, the following terms have the meanings established here:

- D -

Day care. The provision of care, protection, and supervision for children or adults on a regular basis away from their primary residence. Care is typically provided to a given individual for fewer than 18 hours each day, although the day care facility may be open 24 hours each day. See "Adult day care center" and "Child care facility."

dBA. The unit of filtered or corrected noise level measured in accordance with the a weighted scale to more closely replicate the sound frequency response of the human ear and measuring approximately the relative "noisiness" or "annoyance" of common sounds.

Decibel (dB). A standard unit for measuring the relative loudness of sound, or sound pressure, and approximately equal to the smallest degree of difference of that loudness or pressure ordinarily detectable by the human ear.

De minimis. A level of risk that is too small to be concerned with, or a difference that is too small to matter or be taken into consideration. For the purposes of services provided by public facilities having established level of service (LOS) standards, the term “de minimis” refers to a negligible or insignificant demand by a use on a level of service that generally allows the use to be considered concurrent for that facility.

Density. An objective measure of development used to quantify population per unit of land, such as people, dwelling units, or lodging units per acre. The term “density” refers to units per gross acre unless other measures or units are clearly indicated.

Developer. An applicant, builder, contractor, landowner, subdivider, or other person who undertakes development activities regulated by the LDC.

Development. The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels (subdivision). The term “development” does not involve the use of land for bona fide agricultural or silvicultural purposes, including growing crops, trees, and other agricultural or forestry products, or raising livestock. Other specific activities or uses involving or excluded from development are defined in Florida Statutes (Ch. 380). For the purposes of floodplain management, development means any man-made change to improved or unimproved real estate, including buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Development agreement. An agreement between a developer and the county for development approval or any other purpose according to Florida Statutes, the Comprehensive Plan, and the LDC, and in a form approved by the county.

Development approval. Written authorization from the county permitting development subsequent to a demonstration of compliance with the provisions of the LDC and the Comprehensive Plan by the applicant for development approval.

Development, multi-family. Development in which any combination of single-family, two-family, or multi-family dwellings provide three or more dwelling units on a single lot.

Development, single-family. Development in which only one single-family dwelling is allowed per lot, attached or detached, except where an accessory dwelling unit is allowed with the principal single-family dwelling.

Development, two-family. Development in which only two single-family dwellings or one two-family dwelling is allowed per lot. Development order. Any order granting, denying, or granting with conditions an application for a building permit, site development, subdivision, rezoning, certification, variance, conditional use, or any other official action of the county having the effect of permitting the development of land.

Development parcel. A lot of record, or a conforming lot verified according to the lot conformance verification process of the LDC, or a lot created in compliance with the family conveyance provisions of the LDC, or any number of such lots, contiguous and in single ownership or under unified control for the purposes of development.

Diameter at breast height (DBH). A standard measure of tree trunk diameter in inches applicable to established trees and measured four and one-half feet above the surface of the ground at the base of the tree. For trees that lean, grow on slopes, fork at or below DBH height, are multi-trunked, or present other difficulties in measurement, DBH shall be determined according to International Society of Arboriculture (ISA) standards. See “Caliper” for the appropriate measure of newly planted and nursery stock trees.

Dispensing organization. An organization approved by the State to cultivate, process, transport and dispense low-THC cannabis or medical cannabis.

Direct disposition. The cremation of human remains without preparation of the remains by embalming and without any attendant services or rites such as funeral or graveside services or the making of arrangements for such final disposition. Directional sign. See "Informational sign."

- J, K & L -

Junkyard. See “Salvage yard.” Kennel. A facility in which domestic animals not owned by the owner or occupant of the facility are housed, boarded, or trained for a fee or compensation, or where domestic animals are bred or raised for sale. A kennel may include grooming incidental and subordinate to the principal use, but not activities accessory to agricultural use.

Kindergarten. An educational facility that provides academic instruction to children in preparation for admittance to elementary school first grade, and as further defined by Florida Statutes. Laboratory. A facility for scientific research, analysis, investigation, testing or experimentation, but not for the manufacture or sale of products.

Land clearing. The act of removal or destruction of trees, brush, and other vegetative cover on a site, but not including normal cultivation associated with agricultural operations, or mowing, pruning, or other routine landscaping or lawn maintenance activities.

Land clearing debris. Rocks, soils, and trees and other vegetative matter that normally results from land clearing or site development operations, but not including waste from landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not directly related to the land clearing or site development.

Land Development Code (LDC). The Land Development Code of Escambia County, Florida (Part III, Escambia County Code of Ordinances) as the assembled land development regulations of the county prepared by the local planning agency and adopted by the Board of County Commissioners according to Florida Statutes.

Land disturbance. Any activity involving the clearing, cutting, excavating, filling, or grading of land, or any other activity that alters land topography or vegetative cover. Landfill. A disposal facility that requires state permitting and engineered environmental protection systems for the placement of wastes. Landfills do not include land-spreading sites, surface impoundment, injection wells, or construction and demolition debris or land clearing debris disposal facilities with separate permitting requirements.

Landscape area. Pervious areas of preserved or installed living plants, including trees, shrubs, ground cover, and turf grass that may be supplemented with mulch, bark, decorative rock, timbers, stepping stones, and similar customary and incidental nonliving materials, excluding any area of vehicular use.

Land use. The development that has occurred on the land, the development that is proposed for the land, or the use that is permitted or permissible on the land under the Comprehensive Plan and LDC, as the context may indicate.

Level of service. An indicator of the extent or degree of service provided by, or proposed to be provided by, a public facility based on the operational characteristics of the facility and indicating a capacity per unit of demand for the facility.

Liner building. A relatively shallow building specifically designed to conceal the side of a parking lot, parking garage, big-box retail, or other structure or area along a public frontage and create spaces occupied by restaurants, shops, and other uses more engaging to passersby.

Lodging unit. One or more rooms used as a single unit of lodging space rented to the public in a public lodging establishment.

Long-term care facility. A nursing home facility, assisted living facility, adult familycare home, board and care facility, or any other similar residential adult care facility.

Lot. The least fractional part of subdivided lands having limited fixed boundaries and assigned a letter or number by which it may be identified. The term "lot" shall include the words "plot", "parcel", or "tract".

Lot, corner. A lot having frontage on two or more streets at their intersection. Lot frontage. Those sides of a lot abutting a street right-of-way.

Lot line. A property line bounding a lot and separating it from another lot, street rightof-way, or any other public or private land. A lot line shall be one of the following:

Front lot line. A lot line separating a lot from a street right-of-way other than an alley or, in the absence of a right-of-way, the lot line designated by the county as forming the front of the lot and from which the front setback of the lot is measured.

Rear lot line. A lot line generally opposite and most distant from the front lot line, and from which the rear setback of the lot is measured.

Side lot line. Any lot line that is not a front or rear lot line.

Lot of record. A lot that is part of a subdivision that has been recorded in the official records of Escambia County, or a lot or parcel described by metes and bounds, and the description of which has been so recorded or accepted on or before February 8, 1996. A lot of record does not include contiguous multiple lots under single ownership.

Lot, waterfront. A lot abutting a navigable water body that is under daily tidal influence. Along any part of the boundary, the lot may be separated from the water body by encroachments that include easements, rights-of-way, and public shoreline access, but the lot may not be separated from the water body by a dedicated road or by more than ten feet of land under different ownership.

Low-Tetrahydrocannabinol or Low-THC cannabis. A plant of the genus Cannabis, the dried flower of which contain 0.8 percent or less tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or

preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

- M –

Manufactured building. A closed structure, building assembly, or system of subassemblies which may include structural, electrical, plumbing, heating, ventilating, or other service systems manufactured for installation or erection, with or without other specified components, as a finished building or as part of a finished building. Manufactured buildings include residential, commercial, institutional, storage or industrial structures constructed according to state standards, but do not include manufactured (mobile) homes.

Manufactured (mobile) home. A complete, factory-built, single-family dwelling constructed in conformance with federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. The term "mobile home" refers to any manufactured home built prior to June 15, 1976 when the HUD Code became effective. Manufactured homes do not include manufactured buildings, modular homes or recreational vehicles.

Manufactured (mobile) home park. A multi-family residential use of an individually owned parcel of land within which lots or spaces are offered for rent or lease for the placement of five or more manufactured (mobile) homes. For the purposes of floodplain management, the term "manufactured home park" may apply to as few as two manufactured home lots for rent on a parcel.

Manufactured (mobile) home subdivision. A residential subdivision of individually owned lots created according to the provisions of the LDC for the exclusive use of manufactured (mobile) homes. For the purposes of floodplain management, the term "manufactured home subdivision" may apply to division into as few as two manufactured home lots.

Manufacturing. The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, and the blending of materials, such as lubricating oils, plastics, resins, or liquors.

Marijuana. Marijuana shall mean cannabis as defined in Section 893.02(3), Florida Statutes. The term shall include "low-THC cannabis" and "medical cannabis" as defined in Section 381.986, Florida Statutes.

Marijuana dispensing facility. Means any building or structure where low-THC or medical cannabis is permitted to be dispensed at retail by an approved dispensing organization pursuant to Section 381.986, Florida Statutes and Florida Department of Health Rules.

Marina. A facility for the mooring, berthing, storing, or securing of watercraft, and which may include other services such as sales of boat supplies and fuel, boat repair and

rental, and other uses incidental to the primary use. A marina may be classified as one of the following:

Commercial marina. A public use marina which may include upland marina support facilities for the servicing or repairing of watercraft, but does not include the activities of industrial marinas.

Industrial marina. A marina which provides slips or moorings for major work on watercraft, such as construction or rebuilding of boats, installations of new bottoms, substantial structural additions, or alterations.

Private marina. A marina that is an amenity to a private residential development, such as a subdivision or multifamily dwelling, and not for public use.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. For the purposes of the LDC, market value is limited to the value of buildings and other structures, excluding the land and other improvements on the parcel. Market value may be as established by a qualified independent appraiser, "actual cash value" (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Marquee. A permanent roofed structure attached to and supported by a building, and projecting into public right-of-way, typically above an entrance to provide protection from the elements.

Materials recovery facility (MRF). A solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials. Mausoleum. A building or other structure that is substantially exposed above the ground and used for the entombment of human remains.

Mean high water (MHW). The average height of the high waters over a 19-year period; or for shorter periods of observation, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value. Mean sea level (MSL). The average height of the surface of the Gulf of Mexico for all stages of the tide, or the mean between high and low tides as established by the North American Vertical Datum (NAVD) of 1988.

Medical cannabis. All parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed from a dispensing organization for medical use by an eligible patient, as defined by Florida Statutes.

Medical clinic or office. A facility, other than a hospital, providing medical diagnostic and treatment services to patients not requiring an overnight stay. Such clinics and

offices commonly have laboratory facilities and include doctor's offices, diagnostic centers, treatment centers, rehabilitation centers, and establishments providing surgical and psychiatric services and emergency treatment.

***Medical services*.** Professional services concerning human health maintenance and the diagnosis and treatment of disease, injury, pain, and other adverse health conditions. Medical services include the principal services provided by hospitals, clinics, doctor's offices, diagnostic facilities, medical laboratories, blood donation centers, and other human health care facilities.

Medical use. Means the administration of the ordered amount of low-THC cannabis or medical cannabis, as defined by Florida Statutes. Medical use does not include the: possession, use, or administration of low-THC cannabis or medical cannabis by smoking; or the transfer of low-THC cannabis or medical cannabis to a person other than the qualified patient for whom it was ordered or the qualified patient's legal representative authorized to receive it on the qualified patient's behalf; or use or administration of low-THC or medical cannabis on any form of public transportation, in any public place, in a qualified patient's place of employment, if restricted by his or her employer, in a correctional institution, on the grounds of any child care facility, preschool, or school, or in any vehicle, aircraft, or motorboat.

Kayla R. Meador

From: Horace L Jones
Sent: Thursday, December 01, 2016 3:01 PM
To: Kayla R. Meador
Cc: Judy H. Witterstaeter; Angela D. Crawley
Subject: FW: Escambia County Amendment 2
Attachments: EscambiaPrecinct.docx; ATT00001.htm

Kayla

Please get with Judy on this to be done. Please include with the attachment

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From: Jack R. Brown
Sent: Thursday, December 01, 2016 2:37 PM
To: Amy L. Lovoy; Horace L Jones; Alison A. Rogers; Dianne C. Simpson; Angela D. Crawley; Judy H. Witterstaeter
Cc: District3
Subject: Fwd: Escambia County Amendment 2

Staff,

Please ensure that the attached document is the included for all discussions regarding marijuana per I'm. Underhill's request. Thanks, Jack

Jack Brown - Sent from my iPhone

Begin forwarded message:

> **From:** Doug Underhill <DBUNDERHILL@co.escambia.fl.us>
> **Date:** December 1, 2016 at 10:20:29 AM EST
> **To:** "Jack R. Brown" <jrbrown@co.escambia.fl.us>
> **Subject: Fwd: Escambia County Amendment 2**
>
> Jack,
> Please ensure this information is included as backup to any future discussions on MMJ.
> D2
>
> Sent from my iPad
>
> Begin forwarded message:
>
> > **From:** "Jonathan L. Owens" <JLOWENS@co.escambia.fl.us>
> > **Date:** December 1, 2016 at 7:32:32 AM EST
> > **To:** Doug Underhill <DBUNDERHILL@co.escambia.fl.us>
> > **Subject: Fwd: Escambia County Amendment 2**
> >
> > Sent from my iPhone
> >
> > Begin forwarded message:

From: Thomas Griffin <tgriffin@smithbryanandmyers.com>
Date: November 30, 2016 at 1:26:49 PM EST
To: "Jonathan L. Owens" <JLOWENS@co.escambia.fl.us>
Subject: Escambia County Amendment 2

Jonathan,

Good talking with you yesterday. I hope you guys made it to Orlando safely. I've pulled some Voting data for Escambia County re Amendment 2. In Escambia, Amendment 2 passed with with 72.16% of the vote (consistent with statewide voter approval). 109,386—Yes, 42,210—No. We do not have a breakdown by party registration, but I have attached a breakdown of votes by precinct to help you guys get a sense of how the county voted on the issue. We look forward to working with you in the future.

Thanks,
Tom

Thomas Griffin
Smith, Bryan & Myers
311 East Park Avenue
Tallahassee, FL 32301
850.224.5081 – Office
561.891.7122 – Cell

Precinct	Yes	No
PRECINCT 1	2,819	329
PRECINCT 3	2,242	315
PRECINCT 5	1,960	374
PRECINCT 6	1,116	175
PRECINCT 7	3,519	623
PRECINCT 11	698	156
PRECINCT 14	1,347	146
PRECINCT 15	1,867	233
PRECINCT 18	369	72
PRECINCT 19	2,484	473
PRECINCT 21	1,692	239
PRECINCT 22	591	83
PRECINCT 23	504	116
PRECINCT 24	2,135	365
PRECINCT 25	805	198
PRECINCT 26	3,777	499
PRECINCT 28	1,517	213
PRECINCT 29	901	137
PRECINCT 30	1,558	345
PRECINCT 31	1,115	197
PRECINCT 32	350	56
PRECINCT 33	774	136
PRECINCT 34	1,490	211
PRECINCT 35	1,453	245
PRECINCT 36	1,935	320
PRECINCT 38	2,534	432
PRECINCT 40	991	244
PRECINCT 41	1,457	229
PRECINCT 42	1,882	395
PRECINCT 43	4,167	695
PRECINCT 46	1,648	387
PRECINCT 47	837	115
PRECINCT 48	929	128
PRECINCT 49	1,144	155
PRECINCT 50	360	69
PRECINCT 51	2,170	320
PRECINCT 54	1,455	223
PRECINCT 55	1,336	199
PRECINCT 56	1,061	143

Precinct	Yes	No
PRECINCT 58	670	157
PRECINCT 60	588	81
PRECINCT 61	1,687	213
PRECINCT 62	2,001	255
PRECINCT 63	660	111
PRECINCT 64	1,661	299
PRECINCT 67	3,605	470
PRECINCT 68	1,465	192
PRECINCT 69	2,574	346
PRECINCT 70	1,753	250
PRECINCT 71	1,087	162
PRECINCT 72	528	115
PRECINCT 73	2,400	316
PRECINCT 74	3,505	649
PRECINCT 75	2,480	276
PRECINCT 77	1,189	161
PRECINCT 80	670	111
PRECINCT 82	539	63
PRECINCT 83	1,460	167
PRECINCT 86	1,882	247
PRECINCT 88	1,431	188
PRECINCT 90	860	87
PRECINCT 91	3,400	502
PRECINCT 94	1,785	393
PRECINCT 95	1,311	199
PRECINCT 97	1,162	226
PRECINCT 98	2,058	280
PRECINCT 99	981	112
PRECINCT 101	1,265	184
PRECINCT 102	1,639	241
PRECINCT 103	1,349	142
PRECINCT 104	1,276	165
PRECINCT 105	2,915	382
PRECINCT 106	1,212	180
PRECINCT 107	2,708	447
PRECINCT 108	2,327	351
PRECINCT 110	1,552	280
PRECINCT 111	1,981	357
PRECINCT 112	4,234	676
PRECINCT 113	951	141

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11410 **Growth Management Report 12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/08/2016
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 2, Sections 3-2, 3-4, Site and Building Requirements
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter (3), Article 2, Section(s) 3-2.2-3-2.15, Chapter (3), Article 4 Section(s) 3-4.2-3-4.9, Site and Building Requirements

That the Board review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.2 “Agricultural (Agr),” Section 3-2.3 “Rural residential District (RR),” Section 3-2.4 “Rural Mixed-Use District (RMU),” Section 3-2.5 “Low Density Residential District (LDR),” Section 3-2.6 “Low Density Mixed-Use District (LDMU),” Section 3-2.7 “Medium Density Residential District (MDR),” Section 3-2.8 “High Density Residential District (HDR),” Section 3-2.9 “High Density Mixed-Use District (HDMU),” Section 3-2.10 “Commercial District (COM),” Section 3-2.11 “Heavy Commercial and Light Industrial (HC/LI),” Section 3-2.12 “Industrial (Ind),” Section 3-2.13 “Recreation (Rec),” Section 3-2.14 “Conservation (Con),” Section 3-2.15 “Public (Pub),” Chapter 3, Article 4, Section 3-4.2 “Low Density Residential (LDR-PK),” Section 3-4.3 “Medium Density Residential (MDR-PK),” Section 3-4.4 “High Density Residential (HDR-PK),” Section 3-4.5 “Commercial (Com-PK),” Section 3-4.6 “Commercial Core (CC-PK),” Section 3-4.7 “Commercial Gateway (CG-PK),” Section 3-4.8 “Planned Resort (PR-PK),” and Section 3-4.9 “Recreation (Rec-PK)," to modify "Site And Building Requirements" adding street right-of-way setbacks and adding corner lots.

BACKGROUND:

These proposed changes are to modify "Site Building Requirements," adding street right-of-way to side setbacks and adding corner lots to the Land Development Code.

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

Draft Ordinance
Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Corner Lot Modification Ordinance

Date: 09-30-2016

Date requested back by: 10-06-2016

Requested by: John C Fisher

Phone Number: 595-4651

(LEGAL USE ONLY)

Legal Review by CM Crawford

Date Received: 10/20/2016

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 3, ARTICLE 2, "MAINLAND DISTRICTS," SECTIONS 3-2.2 THRU 3-2.15, TO MODIFY SITE AND BUILDING REQUIREMENTS STRUCTURE SETBACKS ADDING "CORNER LOTS" IN THE AGR, RR, RMU, LDR, LDMU, MDR, HDR, HDMU, COM, HC/LI, IND, REC, CON, AND PUB DISTRICTS; AMENDING CHAPTER 3, ARTICLE 4, "PERDIDO KEY DISTRICTS," SECTIONS 3-4.2 THRU 3-4.9, TO MODIFY SITE AND BUILDING REQUIREMENTS STRUCTURE SETBACKS ADDING "CORNER LOTS" IN THE LDR-PK, MDR-PK, HDR-PK, COM-PK, CC-PK, CG-PK, PR-PK, AND REC-PK DISTRICTS; MODIFYING CHAPTER 6, SECTION 6-0.3 "DEFINITIONS," DEFINING "CORNER LOTS" AND MODIFYING THE DEFINITION OF "YARD, FRONT" IN TERMS DEFINED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners to establish regulations for site and building requirements in the unincorporated areas of the County pursuant to general law; and

WHEREAS, the Escambia County Board of County Commissioners further finds that modifying the site and building requirements to add "corner lots" and to modify the definition of "yard," in the Land Development Code promotes the efficient regulation of land use;

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;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 2, Section 3-2.2 "Agricultural (Agr)," Section 3-2.3 "Rural residential District (RR)," Section 3-2.4 "Rural Mixed-Use District (RMU)," Section 3-2.5 "Low Density Residential District (LDR)," Section 3-2.6 "Low Density Mixed-Use District (LDMU)," Section 3-2.7 "Medium Density Residential District (MDR)," Section 3-2.8 "High Density Residential District (HDR)," Section 3-2.9 "High Density Mixed-Use District (HDMU)," Section 3-2.10 "Commercial District (COM)," Section 3-2.11 "Heavy Commercial and Light Industrial (HC/LI)," Section 3-2.12

"Industrial (Ind)," Section "Recreation (Rec)," Section 3-2.14 "Conservation (Con)," Section 3-2.15 "Public (Pub)," Chapter 3, Article 4, Section 3-4.2 "Low Density Residential (LDR-PK)," Section 3-4.3 "Medium Density Residential (MDR-PK)," Section 3-4.4 "High Density Residential (HDR-PK)," Section 3-4.5 "Commercial (Com-PK)," Section 3-4.6 "Commercial Core (CC-PK)," Section 3-4.7 "Commercial Gateway (CG-PK)," Section 3-4.8 "Planned Resort (PR-PK)," and Section 3-4.9 "Recreation (Rec-PK)." is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.2 Agricultural district (Agr).

(d) Site and building requirements. The following site and building requirements apply to uses within the Agricultural district:

(1) Density. A maximum density of one dwelling unit per 20 acres.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 100 feet at the street right-of-way for all lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, ~~front building line,~~ whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.3 Rural Residential district (RR).

(d) Site and building requirements. The following site and building requirements apply to uses within the RR district:

(1) Density. A maximum density of one dwelling unit per four acres.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 40 feet at the street right-of-way for cul-de-sac lots and 100 feet at the street right-of-way for all other lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.4 Rural Mixed-use district (RMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the RMU district:

(1) Density. A maximum density of two dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 40 feet at the street right-of-way for cul-de-sac lots and 100 feet at the street right-of-way for all other lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.5 Low Density Residential district (LDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR district:

(1) Density. A maximum density of four dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 70 feet at the street right-of-way for all other lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDMU district:

(1) Density. A maximum density of seven dwelling units per acre regardless of the future land use category.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

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

(6) Lot coverage. Minimum pervious lot coverage of 25 percent (75 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

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

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.7 Medium Density Residential district (MDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the MDR district:

(1) Density. A maximum density of 10 dwelling units per acre regardless of the future land use category.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

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

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

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

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the <u>street right-of-way</u> ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

c. <u>Corner lots.</u> <u>Will have one front setback and one side setback.</u>

Sec. 3-2.8 High Density Residential district (HDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDR district:

(1) Density. A maximum density of 18 dwelling units per acre.

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

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

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

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

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

(7) Structure setbacks. For all principal structures, minimum setbacks are:

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

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

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

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDMU district:

(1) Density. A maximum density of 25 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

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

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

(7) Structure setbacks. For all principal structures, minimum setbacks are:

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

b. **Sides.** Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is less, but at least five feet. For

structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.

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

Sec. 3-2.10 Commercial district (Com).

(d) Site and building requirements. The following site and building requirements apply to uses within the Commercial district:

(1) Density. A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

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

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setback. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

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

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

(1) Density. A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

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

Sec. 3-2.12 Industrial district (Ind).

(d) Site and building requirements. The following site and building requirements apply to uses within the Industrial district:

(1) Density. Dwelling unit density limited to vested residential development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 100 feet at the street right-of-way.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum of 75 percent of lot area occupied by principal and accessory buildings.

(7) Structure setbacks. For all principal structures, minimum setbacks are: ~~of 25 feet in both front and rear, and 15 feet on each side.~~

a. Front and rear. Twenty-five feet in both front and rear.

b. Sides. Fifteen feet on each side.

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

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the

private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.13 Recreation district (Rec).

(d) Site and building requirements. The following site and building requirements apply to uses within the Recreation district:

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

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

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.14 Conservation district (Con).

(d) Site and building requirements. The following site and building requirements apply to uses within the Conservation district:

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 0.5 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

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

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.15 Public district (Pub).

(d) Site and building requirements. The following site and building requirements apply to uses within the Public district:

(1) Density. Dwelling unit density limited to vested residential development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setback. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

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

Article 4 Perdido Key districts.

Sec. 3-4.2 Low Density Residential district, Perdido Key (LDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR-PK district:

(1) Density. A maximum density of two dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of 35 feet above the habitable first floor. However, the roof of an accessory boathouse shall not exceed 20 feet above mean sea level.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

b. **Two-family.** Fifty feet at the street right-of-way for two-family dwellings.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Twenty-five feet in the front. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. **Sides.** On each side, ten feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.3 Medium Density Residential district, Perdido Key (MDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the MDR-PK district:

(1) Density. A maximum density of 4.5 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of four stories. However, an additional story may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

b. **Two-family.** Fifty feet at the street right-of-way for two-family dwellings.

c. **Townhouses and Multi-family.** Twenty feet at the street right-of-way for townhouses and one hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Twenty-five feet in the front for single and two-family dwellings, and fifteen feet for all other structures. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. **Sides.** Ten feet at each end unit of a townhouse group. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.4 High Density Residential district, Perdido Key (HDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDR-PK district:

(1) Density. A maximum density of 12 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of eight stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

b. **Two-family.** Fifty feet at the street right-of-way for two-family dwellings.

c. **Townhouses and multi-family.** Twenty feet at the street right-of-way for townhouses. One hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Twenty feet in the front for single and two-family dwellings, and ten feet for all other structures. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. Sides. Ten feet at each end unit of a townhouse group. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.5 Commercial district, Perdido Key (Com-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the Com-PK district:

(1) Density. A maximum density of three dwelling units per acre. Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of four stories. However, an additional story may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouse and multi-family. Twenty feet at the street right-of-way for townhouses. One hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for non-residential uses.

(6) Lot coverage. Minimum pervious lot coverage of 25 percent (75 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front for all single-family, two-family, three-family (triplex), and four-family (quadruplex) dwellings, but ten feet for all other dwellings, any non-residential, or mixed uses. Fifteen feet in the rear for all uses.

b. Sides. Ten feet at each end unit of a townhouse group and 10 feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. Five feet on all other sides and for all other structures.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the CC-PK district:

(1) Density. A maximum density of 13 dwelling units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals 25/13 lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 30 stories for hotels and 20 stories for all other buildings. However, additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan. The number of additional stories that may be utilized for parking shall be determined by the Planning Official in conjunction with the Habitat Conservation Plan Manager.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage.

Pervious area. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family (attached or detached), two-family, and triplex and quadruplex forms of multi-family dwellings. For all other uses, minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover)

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Ten feet in the front and 15 feet in the rear.

b. Sides. Ten feet at each end unit of a townhouse group and 10 feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. On all other sides and for all other structures under 10 stories, ten feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet. Fifteen feet on the sides of structures 10 stories or more.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.7 Commercial Gateway district, Perdido Key (CG-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the CG-PK district:

(1) Density. A maximum density of 12.5 dwelling units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals two lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 10 stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage.

a. Pervious area. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family, two-family (duplex), three-family (triplex), and four-family (quadruplex) dwellings, and minimum pervious lot coverage of 15 percent for all other uses.

b. Building area. The maximum area of a development parcel occupied by all principal and accessory buildings is limited to 25 percent if the tallest building on the parcel is at least three stories, but less than five stories. If the tallest building is five stories or greater, the maximum building coverage is 20 percent of the parcel area.

The area applicable to these building coverage limits cannot be divided by any public street or right-of-way except one that creates public access to a waterway. If otherwise divided, the limits apply to each portion of the divided parcel as if separate parcels.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Ten feet in the front and 15 feet in the rear.

b. Sides. Ten feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. Five feet on all other sides and for all structures equal to or less than three stories. Ten feet on all other sides on structures more than three stories.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.8 Planned Resort district, Perdido Key (PR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the PR-PK district:

(1) Density. A maximum density of 5 units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals five lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified

control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

Building allocation, provision of open spaces, and preservation areas may be permitted among and between the planned resort district, commercial core district, commercial gateway district and the commercial district, provided the proposed development is a master planned development.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 10 stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage. A maximum 40 percent of development parcel area occupied by all principal and accessory buildings. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family, two-family (duplex), three-family (triplex), and four-family (quadruplex) dwellings, and minimum pervious lot coverage of 15 percent for all other uses.

(7) Structure setbacks. All structures a minimum 25 feet from any publicly dedicated right-of-way. For all principal structures, additional minimum setbacks are:

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

b. Sides. Ten feet on each side for buildings taller than three stories, five feet on each side for buildings equal to or less than three stories.

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

(8) Other requirements.

a. Master plan. A master plan of the entire development site for any resort development.

b. Development area. A minimum 10 acres for any resort development.

c. Open space. A minimum 30 percent of total site area as open space, and at least 50 percent of the front yard remaining as open space.

d. Building separation.

1. A minimum 10 feet between structures, excluding zero lot-line development. For structures over three stories, for every additional story from highest adjacent grade, an additional five feet of separation at the ground level.

2. A minimum 50 feet between multi-family, hotel, or motel structures and any area designated for single-family dwellings.

e. Sidewalks. Sidewalks providing pedestrian linkages to residential areas, recreational areas, commercial areas, and any locations where there is the potential conflict between pedestrian and vehicular traffic. Such conflict areas shall be marked with appropriate pavement markings to clearly indicate pedestrian crossings.

f. Protection of residential uses. Orientation of commercial buildings away from adjacent residential uses. Layout of parking and service areas, access, landscape areas, courts, walls, signs, and lighting, and the control of noise and other potential adverse impacts, shall promote protection of residential uses and include adequate buffering.

g. Site plan approval. Unified control of the entire area proposed for development and substantial conformance to the master plan for that area. The site plan shall include documentation of maximum project density, overall requirements for open space and preservation areas, building coverage, and allocation for incidental commercial uses. Development successors in title shall be bound by the approved site plan. Revision to an approved site plan shall remain in conformance with the master plan.

Sec. 3-4.9 Recreation district, Perdido Key (Rec-PK).

(d) Site and building requirements.

1. **Density.** Dwelling unit density limited to vested development.
2. **Floor area ratio.** A maximum floor area ratio of 1.0 for all uses.
3. **Structure height.** Two stories.
4. **Lot area.** No minimum lot area unless prescribed by use.
5. **Lot width.** No minimum lot width prescribed by zoning.
6. **Lot coverage.** Minimum pervious lot coverage of 80 percent (20 percent maximum semi-impervious and impervious cover) for all uses.
7. **Structure setbacks.** For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

8. Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Section 6-0.3 "Terms defined," subsections "C" and "X, Y, & Z," is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 6-0.3 Terms defined.

As used within the LDC, the following terms have the meanings established here:

- C -

***Caliper*.** A standard measure of tree trunk diameter in inches applicable only to newly planted trees and nursery stock. Trunk caliper is measured six inches above the ground on trees four inches in diameter and smaller, and 12 inches from the ground for larger trees. See "*Diameter at breast height (DBH)"* for the appropriate measure of established trees.

Campground. A place where one or more tents, cabins, or other structures, recreational vehicles, or any other accommodations are established, operated, used or offered as temporary living quarters or sites for resident members of the public for more than 14 days in any calendar year. See also "*Recreational vehicle park*."

Canopy. A fixed roof-like structure typically constructed to provide protection from the elements, but not retractable like an awning, and which may be cantilevered from a building, partially self-supporting, or completely freestanding. A treecanopy is the structure of branches and leaves that spread out at the top of a tree to form a cover that intercepts sunlight and rainfall.

Capital improvement. Physical assets constructed or purchased to provide, improve, or replace a public facility and which are typically large scale and high in cost. The costs are generally nonrecurring and may require multiyear financing. Physical assets that have been identified within the Comprehensive Plan as existing or projected needs shall be considered capital improvements.

Capital improvement program or plan. A proposed schedule of future capital improvement projects listed in order of construction priority, together with cost estimates and anticipated means of financing for each project where appropriate, promulgated by local, regional, state, or federal agencies with operational or maintenance responsibilities within Escambia County.

Caretaker residence. A dwelling unit located on the premises of and accessory to a non-residential principal use, and occupied as a residence by a caretaker or security guard employed on the premises. The residence may be within a building housing the non-residential use or separate from it.

Carnival-type amusement. One or more devices or elements which carry, convey, or direct passengers along, around, over, or through a fixed or restricted course or in a defined area for the primary purpose of giving the passengers amusement or entertainment. The term "carnival-type amusement" includes carousels, bumper cars, go-carts, roller coasters, and Ferris wheels; and water slides and inflatable attractions exceeding 15 feet in height. The term does not include unpowered playground equipment.

Carport. An accessory structure providing limited protection from the elements for motor vehicles, boats, recreational vehicles, etc. The structure can be either freestanding or attached to the principal structure as allowed by applicable building codes.

Cemetery. A place dedicated to and used or intended to be used for the permanent interment of human remains or cremated remains. A cemetery may contain earth interment; mausoleum, vault, or crypt interment; a columbarium, scattering garden, or other structure or place used or intended to be used for the interment or disposition of cremated remains; or any combination of such structures or places. The term "cemetery" includes incidental management and maintenance facilities, but does not include funeral establishments or cinerators.

Cemetery, family. A private, nonprofit cemetery owned for the benefit of and devoted to the interment of members of a family, or relatives bound by family or similar personal ties, to the exclusion of the public.

Certificate of Concurrency. A formal certification by the county that a development plan complies with all level of service standards for the provision of adequate public facilities concurrent with the proposed demands on those facilities.

Certification. A written statement by an agency or individual which provides reasonable assurance of the existence of some fact or circumstance, but is not a warranty or guarantee of performance, expressed or implied.

Certification, as built. Certification that post-construction conditions as of the date of certification conform to the approved plans, and that the "as built" documents convey all revisions and represent the actual construction site conditions.

Change of use. Any use of a structure or land that substantially differs from the previous use, regardless of any change of ownership or tenancy.

Changeable copy sign. A sign that is designed so that characters, letters, or illustrations can be manually changed or rearranged without altering the face or surface of the sign.

Child care facility. Any state licensed child care center or child care arrangement which provides child care for more than five children unrelated to the facility operator and which receives a payment, fee, or grant for any of the children receiving care, whether operated for profit or not. As used here, child care means the care, protection, and supervision of a child for a period of less than 24 hours a day on a regular basis which supplements parental care, enrichment, and health supervision for the child. Child care facilities do not include summer camps, Bible schools conducted during vacation periods, and transient public lodging establishments providing child care services solely for their guests, and generally do not include public or nonpublic schools or their integral programs.

Cinerator. A facility where human remains are subjected to cremation. As used here, cremation means any mechanical or thermal process whereby such remains are reduced to ashes and bone fragments. Cremation also includes any other mechanical or thermal process whereby human remains are pulverized, burned, recremated, or otherwise further reduced in size or quantity.

Club, civic or fraternal. A facility owned or operated by a group for social, cultural, religious, educational, or recreational purposes, and to which membership is required for participation, but not primarily operated for profit or to provide a service customarily provided by a business.

Clustering. The grouping of dwellings within a development, primarily to reduce its adverse impacts on the land and preserve additional open space.

Coastal construction control line (CCCL). The line established by the State of Florida according to Florida Statutes, and recorded in the official records of Escambia County, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high-hazard area (CHHA). The area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes

(SLOSH) computerized storm surge model. For the specific purposes of floodplain management, a coastal high-hazard area is a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms or seismic sources. Such coastal high-hazard areas may also be referred to as velocity zones or high hazard areas subject to high velocity wave action and are designated on the Flood Insurance Rate Maps (FIRM) as flood zones V or VE.

Columbarium. A building or other structure that is substantially exposed above the ground and intended to be used for the inurnment of cremated remains.

Commercial use. Any non-residential use or activity that is typically carried out for the purpose of monetary gain, including any business use or activity at a scale greater than a home occupation. As a land use category, the term "commercial use" refers to land dedicated to non-industrial business uses, including retail sales, office, service, and entertainment facilities.

Common ownership. Ownership by the same person, corporation, firm, entity, partnership, or unincorporated association.

***Community Redevelopment Area (CRA) Gateway Sign*.** A sign located within the right-of-way providing the name, location, and direction of the CRA.

Community residential home. A dwelling unit licensed by the state to serve elderly, disabled, juvenile or other state approved clients and which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. A community residential home is a form of household living

***Community service facility*.** A public or nonprofit facility generally open to the public for assembly and participation in community activities. Community service facilities include auditoriums, libraries, museums, senior centers, union halls and neighborhood centers, but do not include places of worship, for-profit clubs, sports complexes, parks, or offices other than those on-site for administration of the facility.

Compatible. A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition.

Comprehensive Plan. The Comprehensive Plan of Escambia County (Part II, Escambia County Code of Ordinances) prepared by the local planning agency and adopted by the Board of County Commissioners according to Florida Statutes, and any subsequent amendments to that plan.

Concurrency. The condition or circumstance that, at the time new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards.

Conditional Use. A use that, because of its special requirements or characteristics, may be allowed in a particular zoning district on a specific site only after the Board of Adjustment confirms compliance with all conditions prescribed by the LDC as necessary to ensure compatibility with surrounding existing or permitted uses.

Condominium. A form of ownership of real property, created according to Florida Statutes, which is comprised entirely of units that may be owned by one or more persons, and in which there are jointly owned and shared areas and facilities.

Condo-hotel or condotel. A hotel or motel under a condominium form of ownership, containing only individual lodging units permanently and wholly dedicated to full-time public rental for transient occupancy, and permanently dedicated in its entirety, including all common elements, to the complete control, management, and operation of a single person or corporation. Such management may, however, permit the owner of an individual unit to occupy the unit without rental charge for limited periods within a calendar year.

Conforming use. Any use of land or structures that complies with all applicable regulations of the LDC and the Comprehensive Plan.

Construction. The act of building, filling, excavation, or substantial improvement in the size of any structure or the appearance of any land. When appropriate to the context, the term “construction” refers to the act of construction or the result of construction and may include vertical or horizontal improvements to land or structures.

Construction and demolition debris. Discarded materials regulated by the state as construction and demolition debris, generally considered to be nonhazardous and not water-soluble in nature, including steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure; and rocks, soils, trees, and other vegetative matter that normally results from land clearing or land development operations. The term “construction and demolition debris” does not apply to any mixture of construction and demolition debris with other types of solid waste.

Construction sign. A temporary sign erected on the premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.

Convenience store. A small-scale retail establishment, typically with extended hours of operation, that sells a limited line of groceries, household items, and other convenience goods, and which may also sell automotive fuels.

Corner lots. *A lot which abuts two or more streets at their point of intersection. There shall be a front yard on one street side of a corner lot; provided, however, that the buildable width of such lot shall not be reduced to less than 30 feet; provided further that no accessory building on a corner lot shall project beyond the setback on any street.*

Correctional facility. A public or privately operated facility for the detention or confinement of persons arrested or convicted for the violation of civil or criminal law. Correctional facilities include adult and juvenile detention centers, jails, and prisons.

Country club. A facility primarily for social and outdoor recreation purposes, usually restricted to members and their guests, and which typically includes a clubhouse, dining facilities, pro shop, locker rooms, and recreational facilities such as a golf course, swimming pool, and tennis courts.

County. Escambia County, Florida, excluding those areas within the county that are incorporated as the City of Pensacola or Town of Century, unless the context clearly indicates otherwise.

County Attorney. An attorney licensed to practice law in the State of Florida and appointed by the Board of County Commissioners to serve as the attorney for Escambia County.

Cul-de-sac. A local street with one end open to traffic and the other end terminated by a vehicular turnaround. For the purposes of determining required minimum lot width, the term “cul-de-sac” refers only to the vehicular turnaround at the closed end of the street.

- X, Y & Z -

Yard. An open space at grade on a lot between a structure and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as may be otherwise allowed by the LDC. Yards may refer to the minimum open space required or the actual space provided, depending on the context of use.

Yard, front. A yard extending across the full width of a lot and having a depth measured as the minimum horizontal distance between the front lot line and the principal structure, excluding allowed encroachments. ~~For a lot that fronts more than one street, a front yard shall apply to each street, provided that the width of the buildable area of the lot is not reduced to less than 30 feet.~~

Yard, rear. A yard extending across the rear of a lot, having the full width between side lot lines and a depth measured as the minimum horizontal distance between the rear lot line and the principal structure, excluding allowed encroachments. However, when a rear lot line separates the lot from an alley the depth of the yard (rear setback) may be measured from the centerline of the alley. For a lot with only one side lot line or with intersecting side lot lines, no rear yard is formed.

Yard, required or minimum. The open space between a lot line and the corresponding setback line as required by the LDC and within which no structure shall be located except as provided in the LDC.

Yard, side. A yard that is not a front or rear yard.

Zero lot line subdivision. A residential subdivision for detached single-family dwellings in which each dwelling that is not on a corner lot has one side wall located along a side lot line, and so provides zero setback or no side yard on that side.

Zone lot. A parcel of land in single ownership, or parcel of contiguous properties, existing as a unified or coordinated project, that is of sufficient size to meet minimum zoning requirements for area, coverage, and uses, and that can provide such yards and other open spaces as required by the land development code.

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); 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 5. **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: _____

Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

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 3, ARTICLE 2, "MAINLAND DISTRICTS," SECTIONS 3-2.2 THRU 3-2.15, TO MODIFY SITE AND BUILDING REQUIREMENTS STRUCTURE SETBACKS ADDING "CORNER LOTS" IN THE AGR, RR, RMU, LDR, LDMU, MDR, HDR, HDMU, COM, HC/LI, IND, REC, CON, AND PUB DISTRICTS; AMENDING CHAPTER 3, ARTICLE 4, "PERDIDO KEY DISTRICTS," SECTIONS 3-4.2 THRU 3-4.9, TO MODIFY SITE AND BUILDING REQUIREMENTS STRUCTURE SETBACKS ADDING "CORNER LOTS" IN THE LDR-PK, MDR-PK, HDR-PK, COM-PK, CC-PK, CG-PK, PR-PK, AND REC-PK DISTRICTS; MODIFYING CHAPTER 6, SECTION 6-0.3 "DEFINITIONS," DEFINING "CORNER LOTS" AND MODIFYING THE DEFINITION OF "YARD, FRONT" IN TERMS DEFINED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners to establish regulations for site and building requirements in the unincorporated areas of the County pursuant to general law; and

WHEREAS, the Escambia County Board of County Commissioners further finds that modifying the site and building requirements to add "corner lots" and to modify the definition of "yard," in the Land Development Code promotes the efficient regulation of land use;

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;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 2, Section 3-2.2 "Agricultural (Agr)," Section 3-2.3 "Rural residential District (RR)," Section 3-2.4 "Rural Mixed-Use District (RMU)," Section 3-2.5 "Low Density Residential District (LDR)," Section 3-2.6 "Low Density Mixed-Use District (LDMU)," Section 3-2.7 "Medium Density Residential District (MDR)," Section 3-2.8 "High Density Residential District (HDR)," Section 3-2.9 "High Density Mixed-Use District (HDMU)," Section 3-2.10 "Commercial District (COM)," Section 3-2.11 "Heavy Commercial and Light Industrial (HC/LI)," Section 3-2.12 "Industrial (Ind)," Section "Recreation (Rec)," Section 3-2.14 "Conservation (Con),"

Section 3-2.15 “Public (Pub),” Chapter 3, Article 4, Section 3-4.2 “Low Density Residential (LDR-PK),” Section 3-4.3 “Medium Density Residential (MDR-PK),” Section 3-4.4 “High Density Residential (HDR-PK),” Section 3-4.5 “Commercial (Com-PK),” Section 3-4.6 “Commercial Core (CC-PK),” Section 3-4.7 “Commercial Gateway (CG-PK),” Section 3-4.8 “Planned Resort (PR-PK),” and Section 3-4.9 “Recreation (Rec-PK).” is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.2 Agricultural district (Agr).

(d) Site and building requirements. The following site and building requirements apply to uses within the Agricultural district:

(1) Density. A maximum density of one dwelling unit per 20 acres.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 100 feet at the street right-of-way for all lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, ~~front building line,~~ whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.3 Rural Residential district (RR).

(d) Site and building requirements. The following site and building requirements apply to uses within the RR district:

(1) Density. A maximum density of one dwelling unit per four acres.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 40 feet at the street right-of-way for cul-de-sac lots and 100 feet at the street right-of-way for all other lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.4 Rural Mixed-use district (RMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the RMU district:

(1) Density. A maximum density of two dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 40 feet at the street right-of-way for cul-de-sac lots and 100 feet at the street right-of-way for all other lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.5 Low Density Residential district (LDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR district:

(1) Density. A maximum density of four dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 70 feet at the street right-of-way for all other lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDMU district:

(1) Density. A maximum density of seven dwelling units per acre regardless of the future land use category.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

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

(6) Lot coverage. Minimum pervious lot coverage of 25 percent (75 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

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

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the <u>street right-of-way</u> ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

c. <u>Corner lots.</u> <u>Will have one front setback and one side setback.</u>

Sec. 3-2.7 Medium Density Residential district (MDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the MDR district:

(1) Density. A maximum density of 10 dwelling units per acre regardless of the future land use category.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

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

a. **Single-family detached.** Fifty feet at the street right-of-way for single-family detached dwellings.

b. **Two-family.** Eighty feet at the street right-of-way or two-family dwellings.

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

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Twenty feet in the front and rear.

b. **Sides.** Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.8 High Density Residential district (HDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDR district:

(1) Density. A maximum density of 18 dwelling units per acre.

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

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

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

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

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

(7) Structure setbacks. For all principal structures, minimum setbacks are:

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

b. **Sides.** Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is less, but at least five feet. For

structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.

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

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDMU district:

(1) Density. A maximum density of 25 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

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

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

(7) Structure setbacks. For all principal structures, minimum setbacks are:

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

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

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

Sec. 3-2.10 Commercial district (Com).

(d) Site and building requirements. The following site and building requirements apply to uses within the Commercial district:

(1) Density. A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

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

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setback. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

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

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

(1) Density. A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

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

Sec. 3-2.12 Industrial district (Ind).

(d) Site and building requirements. The following site and building requirements apply to uses within the Industrial district:

(1) Density. Dwelling unit density limited to vested residential development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 100 feet at the street right-of-way.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum of 75 percent of lot area occupied by principal and accessory buildings.

(7) Structure setbacks. For all principal structures, minimum setbacks are: ~~of 25 feet in both front and rear, and 15 feet on each side.~~

a. Front and rear. Twenty-five feet in both front and rear.

b. Sides. Fifteen feet on each side.

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

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.13 Recreation district (Rec).

(d) Site and building requirements. The following site and building requirements apply to uses within the Recreation district:

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

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

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.14 Conservation district (Con).

(d) Site and building requirements. The following site and building requirements apply to uses within the Conservation district:

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 0.5 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

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

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

Sec. 3-2.15 Public district (Pub).

(d) Site and building requirements. The following site and building requirements apply to uses within the Public district:

(1) Density. Dwelling unit density limited to vested residential development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setback. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

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

Article 4 Perdido Key districts.

Sec. 3-4.2 Low Density Residential district, Perdido Key (LDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR-PK district:

(1) Density. A maximum density of two dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of 35 feet above the habitable first floor. However, the roof of an accessory boathouse shall not exceed 20 feet above mean sea level.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. Sides. On each side, ten feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.3 Medium Density Residential district, Perdido Key (MDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the MDR-PK district:

(1) Density. A maximum density of 4.5 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of four stories. However, an additional story may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouses and Multi-family. Twenty feet at the street right-of-way for townhouses and one hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front for single and two-family dwellings, and fifteen feet for all other structures. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. Sides. Ten feet at each end unit of a townhouse group. On each side of all other structures, five feet or 10 percent of the lot width at the <u>street right-of-way</u> ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

c. <u>Corner lots.</u> <u>Will have one front setback and one side setback.</u>

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.4 High Density Residential district, Perdido Key (HDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDR-PK district:

(1) Density. A maximum density of 12 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of eight stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. One hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front for single and two-family dwellings, and ten feet for all other structures. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. Sides. Ten feet at each end unit of a townhouse group. On each side of all other structures, five feet or 10 percent of the lot width at the <u>street right-of-way</u> ~~front building line~~, whichever is greater, but not required to exceed 15 feet.

c. <u>Corner lots.</u> <u>Will have one front setback and one side setback.</u>

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.5 Commercial district, Perdido Key (Com-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the Com-PK district:

(1) Density. A maximum density of three dwelling units per acre. Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of four stories. However, an additional story may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouse and multi-family. Twenty feet at the street right-of-way for townhouses. One hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for non-residential uses.

(6) Lot coverage. Minimum pervious lot coverage of 25 percent (75 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front for all single-family, two-family, three-family (triplex), and four-family (quadruplex) dwellings, but ten feet for all other dwellings, any non-residential, or mixed uses. Fifteen feet in the rear for all uses.

b. Sides. Ten feet at each end unit of a townhouse group and 10 feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. Five feet on all other sides and for all other structures.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the CC-PK district:

(1) Density. A maximum density of 13 dwelling units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals 25/13 lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 30 stories for hotels and 20 stories for all other buildings. However, additional stories may be utilized for parking in areas that clustering of development is necessary for permitting

through the Perdido Key Habitat Conservation Plan. The number of additional stories that may be utilized for parking shall be determined by the Planning Official in conjunction with the Habitat Conservation Plan Manager.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage.

Pervious area. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family (attached or detached), two-family, and triplex and quadruplex forms of multi-family dwellings. For all other uses, minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover)

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Ten feet in the front and 15 feet in the rear.

b. Sides. Ten feet at each end unit of a townhouse group and 10 feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. On all other sides and for all other structures under 10 stories, ten feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet. Fifteen feet on the sides of structures 10 stories or more.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.7 Commercial Gateway district, Perdido Key (CG-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the CG-PK district:

(1) Density. A maximum density of 12.5 dwelling units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals two lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified

control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 10 stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage.

a. Pervious area. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family, two-family (duplex), three-family (triplex), and four-family (quadruplex) dwellings, and minimum pervious lot coverage of 15 percent for all other uses.

b. Building area. The maximum area of a development parcel occupied by all principal and accessory buildings is limited to 25 percent if the tallest building on the parcel is at least three stories, but less than five stories. If the tallest building is five stories or greater, the maximum building coverage is 20 percent of the parcel area.

The area applicable to these building coverage limits cannot be divided by any public street or right-of-way except one that creates public access to a waterway. If otherwise divided, the limits apply to each portion of the divided parcel as if separate parcels.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Ten feet in the front and 15 feet in the rear.

b. Sides. Ten feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. Five feet on all other sides and for all structures equal to or less than three stories. Ten feet on all other sides on structures more than three stories.

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

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.8 Planned Resort district, Perdido Key (PR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the PR-PK district:

(1) Density. A maximum density of 5 units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals five lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

Building allocation, provision of open spaces, and preservation areas may be permitted among and between the planned resort district, commercial core district, commercial gateway district and the commercial district, provided the proposed development is a master planned development.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 10 stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

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

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

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

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage. A maximum 40 percent of development parcel area occupied by all principal and accessory buildings. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family, two-family (duplex), three-family (triplex), and four-family (quadruplex) dwellings, and minimum pervious lot coverage of 15 percent for all other uses.

(7) Structure setbacks. All structures a minimum 25 feet from any publicly dedicated right-of-way. For all principal structures, additional minimum setbacks are:

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

b. Sides. Ten feet on each side for buildings taller than three stories, five feet on each side for buildings equal to or less than three stories.

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

(8) Other requirements.

a. Master plan. A master plan of the entire development site for any resort development.

b. Development area. A minimum 10 acres for any resort development.

c. Open space. A minimum 30 percent of total site area as open space, and at least 50 percent of the front yard remaining as open space.

d. Building separation.

1. A minimum 10 feet between structures, excluding zero lot-line development. For structures over three stories, for every additional story from highest adjacent grade, an additional five feet of separation at the ground level.

2. A minimum 50 feet between multi-family, hotel, or motel structures and any area designated for single-family dwellings.

e. Sidewalks. Sidewalks providing pedestrian linkages to residential areas, recreational areas, commercial areas, and any locations where there is the potential conflict between pedestrian and vehicular traffic. Such conflict areas shall be marked with appropriate pavement markings to clearly indicate pedestrian crossings.

f. Protection of residential uses. Orientation of commercial buildings away from adjacent residential uses. Layout of parking and service areas, access, landscape areas, courts, walls, signs, and lighting, and the control of noise and other potential adverse impacts, shall promote protection of residential uses and include adequate buffering.

g. Site plan approval. Unified control of the entire area proposed for development and substantial conformance to the master plan for that area. The site plan shall include documentation of maximum project density, overall requirements for open space and preservation areas, building coverage, and allocation for incidental commercial uses. Development successors in title shall be bound by the approved site plan. Revision to an approved site plan shall remain in conformance with the master plan.

Sec. 3-4.9 Recreation district, Perdido Key (Rec-PK).

(d) Site and building requirements.

1. **Density.** Dwelling unit density limited to vested development.
2. **Floor area ratio.** A maximum floor area ratio of 1.0 for all uses.
3. **Structure height.** Two stories.
4. **Lot area.** No minimum lot area unless prescribed by use.
5. **Lot width.** No minimum lot width prescribed by zoning.
6. **Lot coverage.** Minimum pervious lot coverage of 80 percent (20 percent maximum semi-impervious and impervious cover) for all uses.
7. **Structure setbacks.** For all principal structures, minimum setbacks are:
   a. **Front and rear.** Twenty-five feet in front and rear.
   b. **Sides.** On each side, five feet or 10 percent of the lot width at the street right-of-way ~~front building line~~, whichever is greater, but not required to exceed 15 feet.
   c. **Corner lots.** Will have one front setback and one side setback.
8. **Other requirements.** Refer to chapters 4 and 5 for additional development regulations and standards.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Section 6-0.3 "Terms defined," subsections "C" and "X, Y, & Z," is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 6-0.3 Terms defined.

As used within the LDC, the following terms have the meanings established here:

- C -

***Caliper*.** A standard measure of tree trunk diameter in inches applicable only to newly planted trees and nursery stock. Trunk caliper is measured six inches above the ground on trees four inches in diameter and smaller, and 12 inches from the ground for larger trees. See "*Diameter at breast height (DBH)"* for the appropriate measure of established trees.

Campground. A place where one or more tents, cabins, or other structures, recreational vehicles, or any other accommodations are established, operated, used or offered as temporary living quarters or sites for resident members of the public for more than 14 days in any calendar year. See also "*Recreational vehicle park*."

Canopy. A fixed roof-like structure typically constructed to provide protection from the elements, but not retractable like an awning, and which may be cantilevered from a

building, partially self-supporting, or completely freestanding. A treecanopy is the structure of branches and leaves that spread out at the top of a tree to form a cover that intercepts sunlight and rainfall.

Capital improvement. Physical assets constructed or purchased to provide, improve, or replace a public facility and which are typically large scale and high in cost. The costs are generally nonrecurring and may require multiyear financing. Physical assets that have been identified within the Comprehensive Plan as existing or projected needs shall be considered capital improvements.

Capital improvement program or plan. A proposed schedule of future capital improvement projects listed in order of construction priority, together with cost estimates and anticipated means of financing for each project where appropriate, promulgated by local, regional, state, or federal agencies with operational or maintenance responsibilities within Escambia County.

Caretaker residence. A dwelling unit located on the premises of and accessory to a non-residential principal use, and occupied as a residence by a caretaker or security guard employed on the premises. The residence may be within a building housing the non-residential use or separate from it.

Carnival-type amusement. One or more devices or elements which carry, convey, or direct passengers along, around, over, or through a fixed or restricted course or in a defined area for the primary purpose of giving the passengers amusement or entertainment. The term “carnival-type amusement” includes carousels, bumper cars, go-carts, roller coasters, and Ferris wheels; and water slides and inflatable attractions exceeding 15 feet in height. The term does not include unpowered playground equipment.

Carport. An accessory structure providing limited protection from the elements for motor vehicles, boats, recreational vehicles, etc. The structure can be either freestanding or attached to the principal structure as allowed by applicable building codes.

Cemetery. A place dedicated to and used or intended to be used for the permanent interment of human remains or cremated remains. A cemetery may contain earth interment; mausoleum, vault, or crypt interment; a columbarium, scattering garden, or other structure or place used or intended to be used for the interment or disposition of cremated remains; or any combination of such structures or places. The term “cemetery” includes incidental management and maintenance facilities, but does not include funeral establishments or cinerators.

Cemetery, family. A private, nonprofit cemetery owned for the benefit of and devoted to the interment of members of a family, or relatives bound by family or similar personal ties, to the exclusion of the public.

Certificate of Concurrency. A formal certification by the county that a development plan complies with all level of service standards for the provision of adequate public facilities concurrent with the proposed demands on those facilities.

Certification. A written statement by an agency or individual which provides reasonable assurance of the existence of some fact or circumstance, but is not a warranty or guarantee of performance, expressed or implied.

Certification, as built. Certification that post-construction conditions as of the date of certification conform to the approved plans, and that the "as built" documents convey all revisions and represent the actual construction site conditions.

Change of use. Any use of a structure or land that substantially differs from the previous use, regardless of any change of ownership or tenancy.

Changeable copy sign. A sign that is designed so that characters, letters, or illustrations can be manually changed or rearranged without altering the face or surface of the sign.

Child care facility. Any state licensed child care center or child care arrangement which provides child care for more than five children unrelated to the facility operator and which receives a payment, fee, or grant for any of the children receiving care, whether operated for profit or not. As used here, child care means the care, protection, and supervision of a child for a period of less than 24 hours a day on a regular basis which supplements parental care, enrichment, and health supervision for the child. Child care facilities do not include summer camps, Bible schools conducted during vacation periods, and transient public lodging establishments providing child care services solely for their guests, and generally do not include public or nonpublic schools or their integral programs.

Cinerator. A facility where human remains are subjected to cremation. As used here, cremation means any mechanical or thermal process whereby such remains are reduced to ashes and bone fragments. Cremation also includes any other mechanical or thermal process whereby human remains are pulverized, burned, recremated, or otherwise further reduced in size or quantity.

Club, civic or fraternal. A facility owned or operated by a group for social, cultural, religious, educational, or recreational purposes, and to which membership is required for participation, but not primarily operated for profit or to provide a service customarily provided by a business.

Clustering. The grouping of dwellings within a development, primarily to reduce its adverse impacts on the land and preserve additional open space.

Coastal construction control line (CCCL). The line established by the State of Florida according to Florida Statutes, and recorded in the official records of Escambia

County, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high-hazard area (CHHA). The area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. For the specific purposes of floodplain management, a coastal high-hazard area is a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms or seismic sources. Such coastal high-hazard areas may also be referred to as velocity zones or high hazard areas subject to high velocity wave action and are designated on the Flood Insurance Rate Maps (FIRM) as flood zones V or VE.

Columbarium. A building or other structure that is substantially exposed above the ground and intended to be used for the inurnment of cremated remains.

Commercial use. Any non-residential use or activity that is typically carried out for the purpose of monetary gain, including any business use or activity at a scale greater than a home occupation. As a land use category, the term “commercial use” refers to land dedicated to non-industrial business uses, including retail sales, office, service, and entertainment facilities.

Common ownership. Ownership by the same person, corporation, firm, entity, partnership, or unincorporated association.

***Community Redevelopment Area (CRA) Gateway Sign*.** A sign located within the right-of-way providing the name, location, and direction of the CRA.

Community residential home. A dwelling unit licensed by the state to serve elderly, disabled, juvenile or other state approved clients and which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. A community residential home is a form of household living

***Community service facility*.** A public or nonprofit facility generally open to the public for assembly and participation in community activities. Community service facilities include auditoriums, libraries, museums, senior centers, union halls and neighborhood centers, but do not include places of worship, for-profit clubs, sports complexes, parks, or offices other than those on-site for administration of the facility.

Compatible. A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition.

Comprehensive Plan. The Comprehensive Plan of Escambia County (Part II, Escambia County Code of Ordinances) prepared by the local planning agency and adopted by the Board of County Commissioners according to Florida Statutes, and any subsequent amendments to that plan.

Concurrency. The condition or circumstance that, at the time new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards.

Conditional Use. A use that, because of its special requirements or characteristics, may be allowed in a particular zoning district on a specific site only after the Board of Adjustment confirms compliance with all conditions prescribed by the LDC as necessary to ensure compatibility with surrounding existing or permitted uses.

Condominium. A form of ownership of real property, created according to Florida Statutes, which is comprised entirely of units that may be owned by one or more persons, and in which there are jointly owned and shared areas and facilities.

Condo-hotel or condotel. A hotel or motel under a condominium form of ownership, containing only individual lodging units permanently and wholly dedicated to full-time public rental for transient occupancy, and permanently dedicated in its entirety, including all common elements, to the complete control, management, and operation of a single person or corporation. Such management may, however, permit the owner of an individual unit to occupy the unit without rental charge for limited periods within a calendar year.

Conforming use. Any use of land or structures that complies with all applicable regulations of the LDC and the Comprehensive Plan.

Construction. The act of building, filling, excavation, or substantial improvement in the size of any structure or the appearance of any land. When appropriate to the context, the term “construction” refers to the act of construction or the result of construction and may include vertical or horizontal improvements to land or structures.

Construction and demolition debris. Discarded materials regulated by the state as construction and demolition debris, generally considered to be nonhazardous and not water-soluble in nature, including steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure; and rocks, soils, trees, and other vegetative matter that normally results from land clearing or land development operations. The term “construction and demolition debris” does not apply to any mixture of construction and demolition debris with other types of solid waste.

Construction sign. A temporary sign erected on the premises on which construction is taking place, during the period of such construction, indicating the names of the

architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors, and similar individuals or firms having a role or interest with respect to the structure or project.

Convenience store. A small-scale retail establishment, typically with extended hours of operation, that sells a limited line of groceries, household items, and other convenience goods, and which may also sell automotive fuels.

Corner lots. *A lot which abuts two or more streets at their point of intersection. There shall be a front yard on one street side of a corner lot; provided, however, that the buildable width of such lot shall not be reduced to less than 30 feet; provided further that no accessory building on a corner lot shall project beyond the setback on any street.*

Correctional facility. A public or privately operated facility for the detention or confinement of persons arrested or convicted for the violation of civil or criminal law. Correctional facilities include adult and juvenile detention centers, jails, and prisons.

Country club. A facility primarily for social and outdoor recreation purposes, usually restricted to members and their guests, and which typically includes a clubhouse, dining facilities, pro shop, locker rooms, and recreational facilities such as a golf course, swimming pool, and tennis courts.

County. Escambia County, Florida, excluding those areas within the county that are incorporated as the City of Pensacola or Town of Century, unless the context clearly indicates otherwise.

County Attorney. An attorney licensed to practice law in the State of Florida and appointed by the Board of County Commissioners to serve as the attorney for Escambia County.

Cul-de-sac. A local street with one end open to traffic and the other end terminated by a vehicular turnaround. For the purposes of determining required minimum lot width, the term “cul-de-sac” refers only to the vehicular turnaround at the closed end of the street.

- X, Y & Z -

Yard. An open space at grade on a lot between a structure and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as may be otherwise allowed by the LDC. Yards may refer to the minimum open space required or the actual space provided, depending on the context of use.

Yard, front. A yard extending across the full width of a lot and having a depth measured as the minimum horizontal distance between the front lot line and the principal structure, excluding allowed encroachments. ~~For a lot that fronts more than one street, a front yard shall apply to each street, provided that the width of the buildable area of the lot is not reduced to less than 30 feet.~~

Yard, rear. A yard extending across the rear of a lot, having the full width between side lot lines and a depth measured as the minimum horizontal distance between the rear lot line and the principal structure, excluding allowed encroachments. However, when a rear lot line separates the lot from an alley the depth of the yard (rear setback) may be measured from the centerline of the alley. For a lot with only one side lot line or with intersecting side lot lines, no rear yard is formed.

Yard, required or minimum. The open space between a lot line and the corresponding setback line as required by the LDC and within which no structure shall be located except as provided in the LDC.

Yard, side. A yard that is not a front or rear yard.

Zero lot line subdivision. A residential subdivision for detached single-family dwellings in which each dwelling that is not on a corner lot has one side wall located along a side lot line, and so provides zero setback or no side yard on that side.

Zone lot. A parcel of land in single ownership, or parcel of contiguous properties, existing as a unified or coordinated project, that is of sufficient size to meet minimum zoning requirements for area, coverage, and uses, and that can provide such yards and other open spaces as required by the land development code.

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); 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 5. **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: _____

Douglas B. Underhill, 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-11411 **Growth Management Report 12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/08/2016
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Ch. 4, Sec. 4-4.1, 4-4.2(d), 4-4.2(f) & 4-4.4(b)(3), Adopting AICUZ Study
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter 4, Sections 4-4.1, 4-4.2(d), 4-4.2(f), and 4-4.4(b)(3) by Adopting the Air Installations Compatible Use Zones Study (AICUZ) for NAS Pensacola and NOLF Saufley 2010

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Article 4, Section 4-4.1 "Purpose of Article," and Section 4-4.2(d) "Source Standards," by including the "Air Installations Compatible Use Zones Study for NAS Pensacola and NOLF Saufley 2010", and Section 4-4.2(f) to change the abbreviation for the 24-hour day-night average sound level abbreviation from Ldn to DNL, and Section 4-4.4(b)(3) "Establishment".

BACKGROUND:

In keeping with Florida Statutes and the existing interlocal agreement between Escambia County and the U.S. Navy, the County is seeking to update (LDC) references to reflect the latest compatibility study recommendations recommended by the Navy. These recommended changes are based on changes in aircraft mix and flight patterns currently in use at NAS Pensacola. Since the date of the study (2010), the Navy has removed NOLF Saufley from flight operations and the County is in the process of removing references to NOLF Saufley flight operations in the Comprehensive Plan and the LDC.

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 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

Draft Ordinance
Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: 2010 AICUZ adoption

Date: 08-11-2016

Date requested back by: 08-12-2016

Requested by: Andrew D. Holmer

Phone Number: 595-3466

(LEGAL USE ONLY)

Legal Review by Meredith Crawford

Date ~~Received~~ approved 8/11/2016

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Draft PB3

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, ARTICLE 4, SECTION 4-4.1 "PURPOSE OF ARTICLE", AND SECTION 4-4.2 (d) "SOURCE STANDARDS", BY INCLUDING THE "AIR INSTALLATIONS COMPATIBLE USE ZONES STUDY FOR NAS PENSACOLA AND NOLF SAUFLEY 2010", AND SECTION 4-4.2 (f) TO CHANGE THE "DAY-NIGHT AVERAGE SOUND LEVEL ABBREVIATION (Ldn) TO (DNL), AND SECTION 4-4.4 (b)(3) "ESTABLISHMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3175, Florida Statutes, requires that local governments seek military installation involvement to jointly establish the specific ways in which the plans and programs of the military installations and the local governments will be coordinated to achieve, to the greatest degree possible, compatibility of land use and land development on lands adjacent or closely proximate to the military installations with the activities and mission of such military installations; and

WHEREAS, Section 333.03, Florida Statutes, states that in order to prevent the creation or establishment of airport hazards, as defined in s.333.01(3), Florida Statutes, every political subdivision having an airport hazard area, as defined in s.333.01(4), Florida Statutes, within its territorial limits is required to adopt, administer, and enforce, under its police power and in the manner and upon the conditions prescribed therein, airport zoning regulations for such airport hazard area; and

WHEREAS, incompatible development of land close to military installations can adversely affect the ability of such an installation to carry out its mission and does further find that such development also threatens the public safety due to the increased introduction of citizens into areas surrounding the military installations characterized as susceptible to aircraft accidents, noise and vibration resulting from military aircraft operation; and

WHEREAS, the County recognizes that it is desirable to cooperate with military installations to achieve compatible land use near each military installation, which, in turn, shall facilitate the continued presence of the military installations within the County.

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 Article 4 is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 4-4.1 Purpose of article.

This article establishes land use regulations that implement Comprehensive Plan policies requiring the prevention of airport and airfield hazards and incompatible land uses around those facilities. It is the intent of these regulations to ensure the continued safe and efficient use of navigable airspace and operation of airports, airfields and other air navigation or communication facilities within the county. Airport and airfield hazards effectively reduce the size of areas available for the landing, taking off and maneuvering of aircraft, tending to destroy or impair both the present and future utility of aviation facilities and any public investment in them. Incompatible uses and activities have the potential for being hazardous to persons and property on the ground as well as aircraft operations. This article also implements and puts into regulatory effect certain recommendations of the Escambia County Joint Land Use Study, September , 2003, as amended through the Air Installations Compatible Use Zones (AICUZ) Study for NAS Pensacola and NOLF Saufley, 2010.

Sec 4.4-2(d) Source Standards.

(d) Source standards. The obstruction provisions of this article are derived from federal obstruction standards in *Safe, Efficient Use, and Preservation of the Navigable Airspace*, 14 CFR pt. 77, and Unified Facilities Criteria (UFC) 3-260-01, Airfield and Heliport Planning and Design. The land use compatibility provisions are derived from *Airport Noise Compatibility Planning*, 14 CFR pt. 150, and the Air Installations Compatible Use Zones (AICUZ) program, *(Air Installations Compatible Use Zones Study for NAS Pensacola and NOLF Saufley 2010)* , as described in OPNAV Instruction 11010.36C. However, whenever the provisions of this section reference federal standards or recommendations, the latest version is intended unless the context clearly indicates otherwise.

Sec. 4-4.2(f) Interior Noise Reduction

(f) Interior noise reduction. In areas of high noise exposure from normal airport and airfield operations, interior noise reduction methods are required to maintain compatibility for some uses. Anticipated high noise exposure is represented by noise zones according to a FAA standard measure of the 24-hour day-night average sound level ~~(Ldn)~~ (DNL). Noise reduction required by the applicable noise zone shall be identified on building construction plans and accomplished according to nationally accepted sound attenuation methods. For the habitable space within any new building or building addition, the following noise reductions are required by exposure:

(1) Below 65 ~~Ldn~~ DNL. For noise exposures less than 65 ~~Ldn~~ (DNL), no interior noise reduction is required.

(2) Between 65 and 70 ~~Ldn~~ DNL. For noise exposures between 65 and 70 ~~Ldn~~ (DNL), an interior noise level reduction of at least 25 decibels (dB) is required for residential uses or educational facilities, and is recommended for other noise sensitive uses.

(3) Between 70 and 75 ~~Ldn~~ DNL. For noise exposures between 70 and 75 ~~Ldn~~ (DNL), an interior noise level reduction of at least 30 dB is required for residential, educational, public assembly or reception, office, and other noise sensitive uses.

(4) Above 75 ~~Ldn~~ DNL. For noise exposures above 75 ~~Ldn~~ (DNL), residential and educational uses are prohibited regardless of noise reduction measures, but an interior noise level reduction of at least 35 dB is required for public assembly or reception, office, and other noise sensitive uses.

Sec. 4-4.4(b)(3) Establishment

(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, as included in Air Installations Compatible Use Zones Study NAS Pensacola and NOLF Saufley 2010, 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).

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: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

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, ARTICLE 4, SECTION 4-4.1 "PURPOSE OF ARTICLE", AND SECTION 4-4.2 (d) "SOURCE STANDARDS", BY INCLUDING THE "AIR INSTALLATIONS COMPATIBLE USE ZONES STUDY FOR NAS PENSACOLA AND NOLF SAUFLEY 2010", AND SECTION 4-4.2 (f) TO CHANGE THE "DAY-NIGHT AVERAGE SOUND LEVEL ABBREVIATION (Ldn) TO (DNL), AND SECTION 4-4.4 (b)(3) "ESTABLISHMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3175, Florida Statutes, requires that local governments seek military installation involvement to jointly establish the specific ways in which the plans and programs of the military installations and the local governments will be coordinated to achieve, to the greatest degree possible, compatibility of land use and land development on lands adjacent or closely proximate to the military installations with the activities and mission of such military installations; and

WHEREAS, Section 333.03, Florida Statutes, states that in order to prevent the creation or establishment of airport hazards, as defined in s.333.01(3), Florida Statutes, every political subdivision having an airport hazard area, as defined in s.333.01(4), Florida Statutes, within its territorial limits is required to adopt, administer, and enforce, under its police power and in the manner and upon the conditions prescribed therein, airport zoning regulations for such airport hazard area; and

WHEREAS, incompatible development of land close to military installations can adversely affect the ability of such an installation to carry out its mission and does further find that such development also threatens the public safety due to the increased introduction of citizens into areas surrounding the military installations characterized as susceptible to aircraft accidents, noise and vibration resulting from military aircraft operation; and

WHEREAS, the County recognizes that it is desirable to cooperate with military installations to achieve compatible land use near each military installation, which, in turn, shall facilitate the continued presence of the military installations within the County.

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 Article 4 is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 4-4.1 Purpose of article.

This article establishes land use regulations that implement Comprehensive Plan policies requiring the prevention of airport and airfield hazards and incompatible land uses around those facilities. It is the intent of these regulations to ensure the continued safe and efficient use of navigable airspace and operation of airports, airfields and other air navigation or communication facilities within the county. Airport and airfield hazards effectively reduce the size of areas available for the landing, taking off and maneuvering of aircraft, tending to destroy or impair both the present and future utility of aviation facilities and any public investment in them. Incompatible uses and activities have the potential for being hazardous to persons and property on the ground as well as aircraft operations. This article also implements and puts into regulatory effect certain recommendations of the Escambia County Joint Land Use Study, September , 2003, as amended through the Air Installations Compatible Use Zones (AICUZ) Study for NAS Pensacola and NOLF Saufley, 2010.

Sec 4.4-2(d) Source Standards.

(d) Source standards. The obstruction provisions of this article are derived from federal obstruction standards in *Safe, Efficient Use, and Preservation of the Navigable Airspace*, 14 CFR pt. 77, and Unified Facilities Criteria (UFC) 3-260-01, Airfield and Heliport Planning and Design. The land use compatibility provisions are derived from *Airport Noise Compatibility Planning*, 14 CFR pt. 150, and the Air Installations Compatible Use Zones (AICUZ) program, *(Air Installations Compatible Use Zones Study for NAS Pensacola and NOLF Saufley 2010)* , as described in OPNAV Instruction 11010.36C. However, whenever the provisions of this section reference federal standards or recommendations, the latest version is intended unless the context clearly indicates otherwise.

Sec. 4-4.2(f) Interior Noise Reduction

(f) Interior noise reduction. In areas of high noise exposure from normal airport and airfield operations, interior noise reduction methods are required to maintain compatibility for some uses. Anticipated high noise exposure is represented by noise zones according to a FAA standard measure of the 24-hour day-night average sound level ~~(Ldn)~~ (DNL). Noise reduction required by the applicable noise zone shall be identified on building construction plans and accomplished according to nationally accepted sound attenuation methods. For the habitable space within any new building or building addition, the following noise reductions are required by exposure:

(1) Below 65 ~~Ldn~~ DNL. For noise exposures less than 65 ~~Ldn~~ (DNL), no interior noise reduction is required.

(2) Between 65 and 70 ~~Ldn~~ DNL. For noise exposures between 65 and 70 ~~Ldn~~ (DNL), an interior noise level reduction of at least 25 decibels (dB) is required for residential uses or educational facilities, and is recommended for other noise sensitive uses.

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(4) Above 75 ~~Ldn~~ DNL. For noise exposures above 75 ~~Ldn~~ (DNL), residential and educational uses are prohibited regardless of noise reduction measures, but an interior noise level reduction of at least 35 dB is required for public assembly or reception, office, and other noise sensitive uses.

Sec. 4-4.4(b)(3) Establishment

(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, as included in Air Installations Compatible Use Zones Study NAS Pensacola and NOLF Saufley 2010, 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).

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: _____
Douglas B. Underhill, 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-11412 **Growth Management Report 12. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/08/2016
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel From the Escambia County Mid-West Sector Plan, DSAP
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel From the Escambia County Mid-West Sector Plan, Detailed Specific Area Plan (DSAP)

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO) an Ordinance removing parcel within Section 3, Township 1N, Range 31W, Parcel Number 1302-000-003, from the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan.

This hearing serves as the first of two required public hearings before the BCC as set forth in Section 2-7.2(a) and F.S. 125.66(4)(b).

BACKGROUND:

The applicant requested the 8.67+/- acre parcel be removed from the Sector Plan. The current underlying zoning for the parcel is HC/LI and the Future Land Use (FLU) is MU-S. The applicant has stated that, at this time, the parcel will maintain the existing zoning and FLU categories. The applicant also stated that there is no immediate proposed development for the site. The existing Land Use derived from the adopted DSAP Final Land Use Plan, identifies the parcel under the Conservation Neighborhood designation.

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 Land Use Plan Map which is a part of the Mid-West Sector Plan and will be filed with the Department of State following adoption by the board.

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
Working Case File

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Opting Out Sector Plan

Date: 8/19/2016

Date requested back by: _____

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Meredith Crawford, ACA

Date ~~Received~~ approved: 8/22/16

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 THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN, DETAILED SPECIFIC AREA PLANS (DSAP), FINAL LAND USE PLAN, FIGURE 2.01.A, REMOVING PARCEL WITHIN SECTION 3, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1302-000-003 TOTALING 8.67 (+/-) ACRES, LOCATED NORTH OF NEAL ROAD, FROM THE ESCAMBIA COUNTY MID-WEST OPTIONAL SECTOR PLAN, JACKS BRANCH DSAP; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 16, FLU 16.6.1.V of the Escambia County Comprehensive Plan provides guidelines for removing properties from an approved DSAP; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the boundaries of the Escambia County Mid-West Sector Plan, Jacks Branch DSAP, Final Land Use Plan, Figure 2.01.A, Attachment A; and

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Map Amendment

This Final Land Use Plan map amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2016-01."

Section 3. Changes to the Final Land Use Plan Map

The Final Land Use Plan Map, as adopted in the Escambia County Mid-West Sector Plan, Land Use Plan and Development Program, and all notations, references and information shown thereon, is further amended to remove the following parcel:

> A parcel within Section 3, Township 1N, Range 31W, parcel number 1302-000-003 and totaling 8.67 (+/-) acres, located North of Neal Road, as more particularly described in the Boundary Survey description produced by Leland M. Empie, registered professional surveyor and mapper from Empire Land Surveying, Inc., dated 1/30/08, included as Attachment C.

The amended Final Land Use Plan Map boundary is reflected in Attachment B.

Section 4. Severability

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

Section 5. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

DRAFT

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

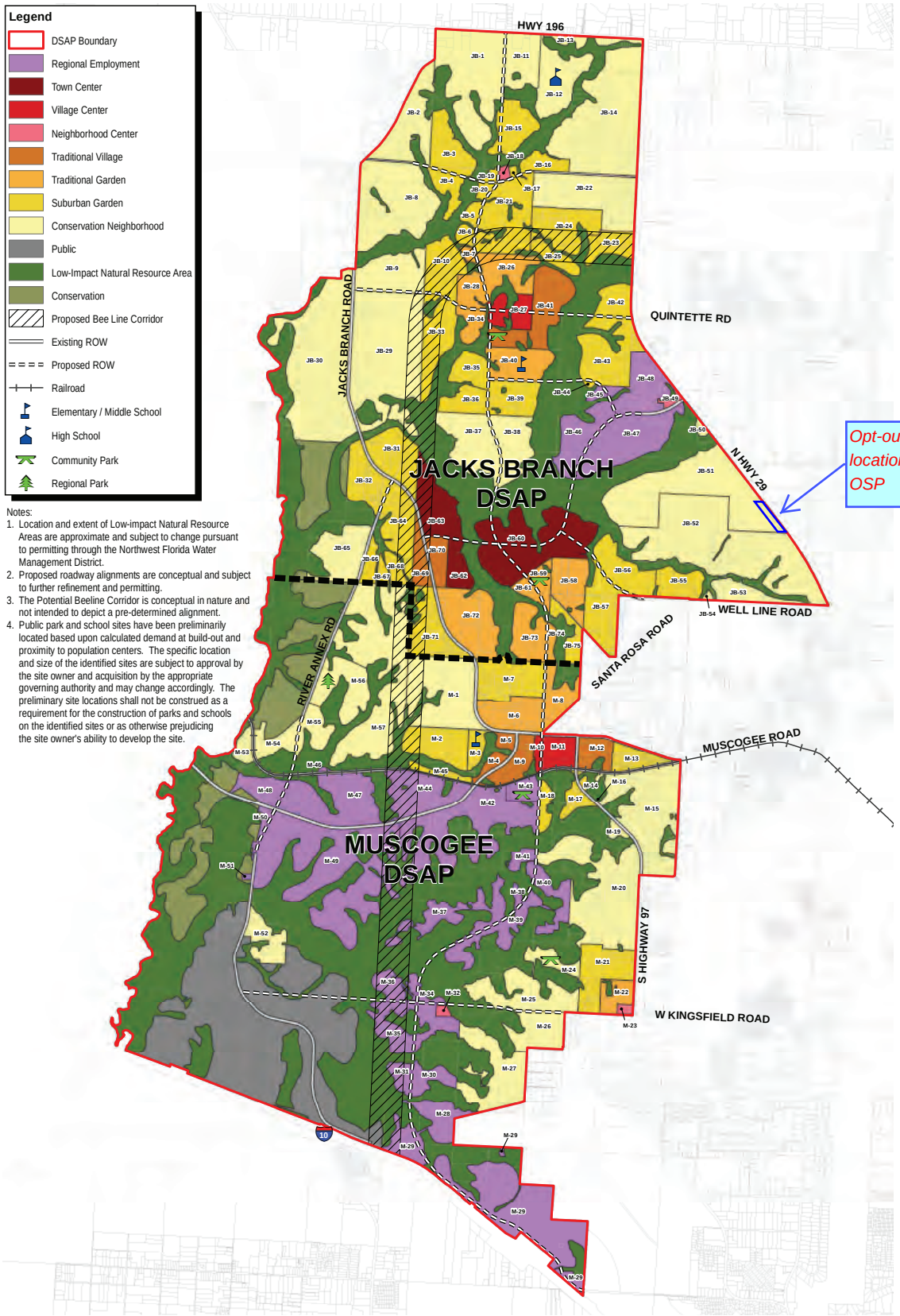


Figure 2.01.A Final Land Use Plan

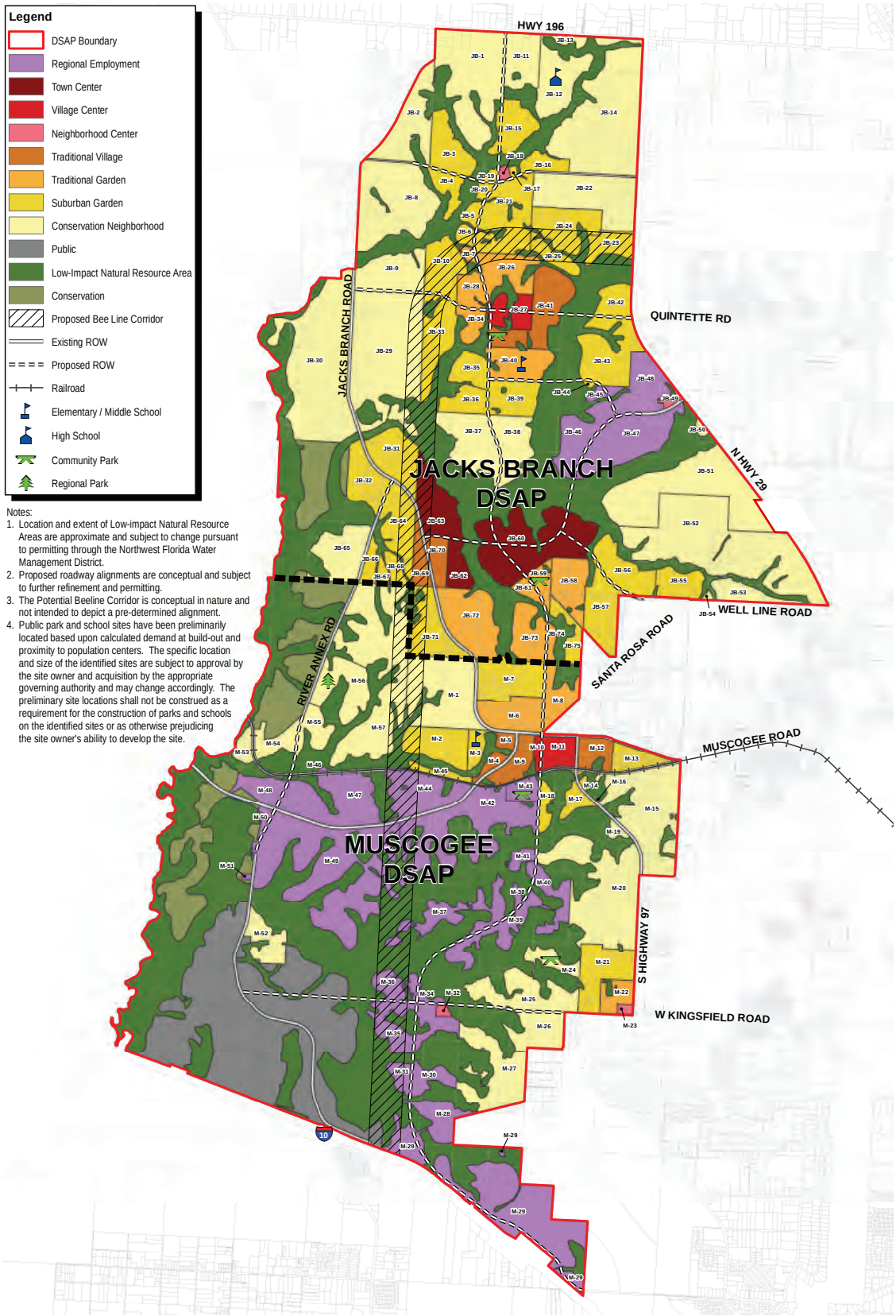
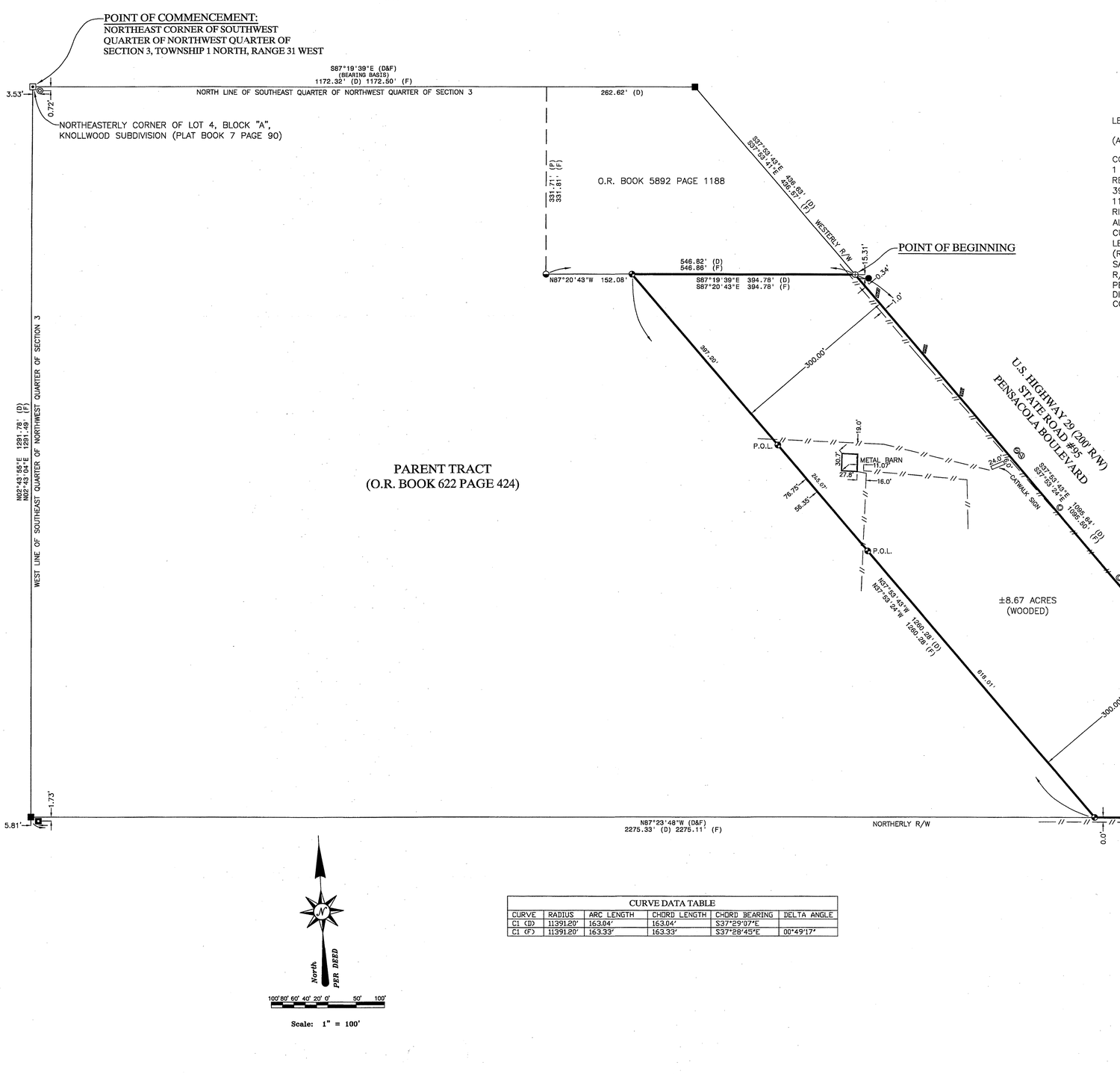


Figure 2.01.A Final Land Use Plan

EMPIRE
LAND·SURVEYING
INC

ATTACHMENT C

BOUNDARY SURVEY
NEAL ROAD
A PORTION OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA



LEGAL DESCRIPTION (PREPARED BY THE UNDERSIGNED AT CLIENTS' REQUEST)

(A PORTION OF O.R. BOOK 622 PAGE 424)

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 31 WEST, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 4, BLOCK 'A', KNOLLWOOD SUBDIVISION, AS RECORDED IN PLAT BOOK 7, AT PAGE 90 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 19' 39" EAST ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 3 A DISTANCE OF 1172.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 95 (U.S. 29, 200' R/W); THENCE GO ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 37 DEGREES 53' 43" EAST A DISTANCE OF 436.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 37 DEGREES 53' 43" EAST A DISTANCE OF 1095.64 FEET TO THE POINT OF CURVATURE OF A CURVE TURNING TO THE RIGHT CONTAINING A RADIUS OF 11391.20 FEET AND AN ARC LENGTH OF 163.04 FEET (CHORD LENGTH OF 163.04 FEET, CHORD BEARING OF SOUTH 37 DEGREES 29' 07" EAST) TO THE NORTHERLY RIGHT-OF-WAY LINE OF NEAL ROAD (R/W VARIES); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 95 GO NORTH 87 DEGREES 23' 48" WEST ALONG SAID NORTHERLY R/W OF NEAL ROAD A DISTANCE OF 392.94 FEET TO A POINT WHICH IS 300.00 FEET PERPENDICULAR TO THE WESTERLY R/W OF U.S. 29; THENCE DEPARTING SAID R/W GO NORTH 37 DEGREES 53' 43" WEST ALONG A LINE WHICH IS 300.00 FEET PERPENDICULAR TO THE WESTERLY R/W OF U.S. 29 A DISTANCE OF 1260.28 FEET; THENCE GO SOUTH 87 DEGREES 19' 39" EAST A DISTANCE OF 394.78 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 3, TOWNSHIP 1 NORTH, RANGE 31 WEST AND CONTAINING 8.67 ACRES MORE OR LESS.

LEGEND

O.R.	OFFICIAL RECORD BOOK
R/W	RIGHT OF WAY
A.P.O.	A PORTION OF....
P.C.	POINT OF CURVATURE
P.O.L.	POINT ON LINE
	4' WIRE FIELD FENCE
	COVERED (ROOFED) AREA
	ASPHALT
	DIRT
	FOUND 1/2" IRON ROD
	FOUND 1" IRON PIPE
	FOUND 1/2" CAPPED IRON ROD – #4082
	FOUND 1/2" CAPPED IRON ROD – #7312
	FOUND 1/2" CAPPED IRON ROD – FDOT R/W
	FOUND 5" x 5" CONCRETE MONUMENT – DISTURBED
	FOUND 4" x 4" CONCRETE MONUMENT – #1835
	FOUND 4" x 4" CONCRETE MONUMENT – BROKEN
	FOUND 4" ROUND CONCRETE MONUMENT
	SET 1/2" CAPPED IRON ROD LICENSED BUSINESS #6993
	SEWER MANHOLE
	SEWER VALVE
	FLORIDA PERMIT SIGN
	SEWER VALVE

CURVE DATA TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1 (D)	11391.20'	163.04'	163.04'	S37°29'07"E	
C1 (F)	11391.20'	163.33'	163.33'	S37°28'45"E	00°49'17"

North PER DEED

100' 80' 60' 40' 20' 0' 50' 100'

Scale: 1" = 100'

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

_____ _____

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

ROBERTSON-COTTON INC.
WHITNEY BANK
WILSON, HARRELL, FARRINGTON & FORD, P.A. and
FIRST AMERICAN TITLE INSURANCE COMPANY

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CLIENT: ROBERTSON-COTTON, INC.

TYPE OF SURVEY: BOUNDARY WITH IMPROVEMENTS

BEARING BASIS: S87°19'39"E (D&F) NORTH LINE OF SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 3

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEEDS OF RECORD
O.R. BOOK 622 PAGE 424
PRIOR SURVEYS/DRAWINGS

GENERAL NOTES:

1. *Fence locations as drawn are not to scale.*
2. *Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.*
3. *Footings, foundations, or any other subsurface structures were not located unless otherwise noted.*
4. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (F); Plat = (P)*
5. *All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.*
6. *No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning and restrictions that may be found in the Public Records of said County.*

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING ◆ SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

REVISIONS	FIELD BOOK	DATE
R1) REVISE LEGAL DESCRIPTION ALONG WEST PROPERTY LINE	NONE	1/28/08
POSSIBLE ENCROACHMENTS: FENCES		

SURVEYORS CERTIFICATE

I HEREBY CERTIFY: THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THIS SURVEY WAS COMPLETED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY RULE 61G17 FLORIDA ADMINISTRATIVE CODE; THAT THIS SURVEY ALSO COMPLIES WITH CHAPTERS 177 AND 472 FLORIDA STATUTES.

JANUARY 30, 2008
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA — DATE

LELAND M. EMPIE, P.S.M.

SCALE:	1"= 100'
FIELD DATE:	2/02/07
ORDER NO:	039-07-R1
FIELD BOOK:	109/35-36

n 1\039-07-R1.dwg, 1/30/2008 11:04:24 AM, KIP

OSP-2016-01

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
budpage1@att.net

June 21, 2016
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
1363 Park Place Central Complex
Pensacola, Florida 32505

RE: Application for Sector Plan Overlay Designation Change for Parcel No. 03-1N-31-1302-000-003

Dear Mr. Jones:

The attached amendment application, combined with our earlier (Opt-out) letter sent to you, requests consideration to remove the referenced property from the Conservation Neighborhood classification on the Sector Plan Overlay Map.

The application contains responses to those items listed in your outline dated June 21, 2016. We are seeking to revert to those previous classifications allowing HC-LI as a viable category. This will include a Future Land Use category of Mixed Use- Urban and a DSAP overlay of the appropriate Village or Regional Employment center category.

Please contact me if you require additional information.

Sincerely yours,

Wiley C."Buddy" Page

copy: Robertson Cotton, Inc.

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
budpage1@att.net

November 3, 2015
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

RE: Request to Opt-Out of DSAP
Property Parcel No. 03-1N-31-1302-000-003
Address: 1400 Hwy 29 North - Cantonment

Dear Mr. Jones:

I represent Mr. Wilson Robertson, owner of the property referenced above. This letter requests that the referenced property be allowed to "**opt-out**" of the recently adopted Escambia Detailed Specific Area Plan (DSAP).

This comes about as the result of the DSAP overlay map designating the property as Conservation greatly eliminating any commercial development on the property. You will recall that the Planning Board and County Commission approved upgrading of the zoning to the commercial Gateway Business District (GBD) category in 2007 only to recently learn the new DSAP map strips the property of any commercial development potential it was previously given.

We contacted the Florida Department of Economic Opportunity (FDEO) and during the discussion learned that all landowners within the DSAP boundary area must consent to having their land included in a sector plan. Mr. Robertson maintains that at no time was he ever approached or notified that inclusion and approval of DSAP would severely impact/restrict his ability to commercially develop his property. Moreover, the DSAP map depicts hundreds of other acres that have been similarly classified/impacted with the likelihood that those owners too, are without knowledge as to these new development restrictions.

We understand that you and your staff will send/discuss this request with FDEO and advise us in writing as to the next steps as we move through this "opt-out" process.

Please contact me if you have any questions or need anything further.

Sincerely yours,

Wiley C. "Buddy" Page

copy: Wilson Robertson
Wayne Cotton
Jack Brown

* KEEP EXISTING FLU
* KEEP UNDERLYING ZONING

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

- OPT OUT SECTOR PLAN - (ONLY).

~~FUTURE LAND USE MAP AMENDMENT APPLICATION~~

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: ~~**SMALL SCALE FLU AMENDMENT**~~ _____
~~**LARGE SCALE FLU AMENDMENT**~~ _____

Current FLU: MU-S **Desired FLU** NONE **Zoning:** HC-1 **Taken by:** _____

Planning Board Public Hearing, date(s): 6 SEP 16

BCC Public Hearing, proposed date(s): 6 OCT 16 (TRANSMITTAL).

Fees Paid Ø **Receipt #** _____ **Date:** _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Robertson - Cotton Inc.

Address: Hwy 29 32514

City: Pensacola State: Florida Zip Code: 32514

Telephone: ( ) _____

Email: _____

DESCRIPTION OF PROPERTY:

Street address: Highway 29 - North West corner of Hwy 29 and Neal Road

Subdivision: N / A

Property reference number: Section 03 Township 1N Range 1N

Parcel 1302 Lot 000 Block 003

Size of Property (acres) 08.67 Sewer X Septic Tank ____

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Wilson B Robertson Robertson - Cotton Inc. July 5, 2016
Signature (Property Owner) Printed Name Date

Wiley C."Buddy" Page
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 5337 Hamilton Lane Pace, Florida 32571

City: Pace State: FL Zip: 32571

Telephone (850) 232 - 9853 Fax # ( ) -

Email: budpage1@att.net

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 5 day of July, year of 2016 by , Wilson B Robertson who ( ) did ( ) did not take an oath. He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current as identification.

Wilson B Robertson 7/5/16 Diana Davis
Signature of Notary Public Date Printed Name of Notary

My Commission Expires Commission No. Diana Davis
(Notary seal must be affixed)

Notary Public - State of Florida
My Commission # FF 208551
My Commission # Exp May 9, 2019

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at Hwy 29 32514,

Pensacola, Florida, Property Reference Number(s) 03-1N-31-1302-000-003,

I hereby designate Wiley C."Buddy" Page, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 5th day of JULY, the year of 2016 and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

✓ Wilson B Robertson — Robertson - Cotton Inc.

Signature of Property Owner — Date — Printed Name of Property Owner

Wiley C."Buddy" Page

Signature of Agent — Date — Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 5 day of July, year of 2016, by Wilson B Robertson who ( ) did (✓) did not take an oath.

He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

✓ Diana Davis — 7/5/16 — DIANA DAVIS

Signature of Notary Public — Date — Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

Diana Davis
Notary Public - State of Florida
My Commission # FF 206551
My Commission # Exp May 9, 2019

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:

Robertson - Cotton Inc.

Property reference #: Section 03 Township 1N Range

Parcel # 1302-000-003

Project Address:

North west corner of Hwy 29 and Neal Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 5 **DAY OF** July **,** 2016

Wilson B Robertson — Robertson - Cotton Inc.

Owner's signature **Owner's name (print)**

Agent's signature **Agent's name (print)**

DATA AND ANALYSIS

Robertson - Cotton Development

As part of the review process, data and analysis of the most intense development allowed under the Future Land Use category must be selected, regardless of any proposed use by owners/developers. This 8.67 acres has a FLU category of Mixed Use Suburban MU-S which allows a government use building, which produces more intense trip generation that other potential uses (see attached trip generation spread sheet). The following narrative then, is based upon a potential 45,000sf governmental building constructed on the site.

A. The data and analysis for **A-Sanitary Sewer, B-Solid Waste** and **C-Potable Water** capacities references a site that is presently undeveloped and vacant, so base line usage data is non-existent, thus presumed zero. An attached letter to ECUA requests confirmation that sufficient capacity is available in each of the above categories to support development of a conceptual 45,000sf governmental office building.

D. Stormwater Management - The collection, containment and treatment for on-site stormwater will be designed and submitted to all appropriate regulatory offices for review and approval once site plans are available. The 8.67 acre site has sufficient area to locate a containment area(s) for this purpose.

E. Traffic - The attached spread sheet, **Trip Generation Rates from the 8th Edition ITE Trip Generation Report,** suggests that a 45,000sf government office building will generate some 3,102 daily trips onto the area road network. This site faces Hwy 29, which is a 4 lane facility and Neal Road, a two lane county maintained local roadway. The current FDOT traffic count is 22,000ADT from a counter located just south of the site (see attached map).

F. Recreation and Open Space - This proposed development will be designed addressing recreation as required by the Land Development Code for a commercial development. Open Space requirements will be determined by the appropriate lot coverage standards for a commercial developments.

G. Schools - This site is fronting an a major 4 land roadway whose highest and best use is commercial rather than residential. As such, impacts on any school facility would likely be little or none.

Wellhead Proximity - The site is located at the northwest corner of Hwy. 29 and Neal Road. Well Line Road is located approximately one mile south of Neal Road. Several well head pumping sites are located along Well Line Road as shown on the attached site location map. Given this one-half mile distance between the site and the well head location(s), no adverse impact is anticipated.

Historically Significant Site Determination - A letter (copy attached) has been forwarded to the University of West Florida Archeology Department requesting determination as to whether this site has any historical significance.

Natural Resources - The site contains a large number of trees, some of which could be heritage oaks and several less, but still protected species. The site contains a high slope toward the middle suggesting no presence of wetlands. A tree inventory will be required as part of a site plan to concisely determine the presence and extent of any significant natural resource material(s).

Consistency with the Escambia County Comprehensive Plan

The following is a compliance review of the proposed development to relevant requirements of the adopted Comprehensive Plan.

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County will be consistent with the Plan and the FLUM. The 2030 FLUM is attached herein to this Plan as Exhibit B.

RESPONSE - The proposed development is allowed under the uses for the designated Mixed Use- Suburban category, thus being otherwise consistent.

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

RESPONSE - The applicant has requested the Archeology Department at the University of West Florida to advise if they have any listing that indicates if the site is included/classified as having any historical significant characteristics.

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).

RESPONSE - This site is located within the Mixed Use - Suburban FLUM category and will produce efficient use of the listed infrastructure items.

FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

OBJ FLU 2.3 Infill Development Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

RESPONSE - Again, this site is located within the MU-S category, responding and being consistent with this objective.

MOB 1.1.2 On-site Facilities. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

RESPONSE - Once detailed preliminary site plans regarding on-site traffic flow are developed, they will be submitted to the county Development Review Committee for review and approval.

MOB 1.1.7 Access Management. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

RESPONSE - Although preliminary, it is anticipated that a single ingress point will be provided at the northerly end of the site while a second ingress/egress point will be located by way of Neal Road at the southerly end of the site.

INF 3.1.6 Developer Responsibilities. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

RESPONSE - Once the stormwater facility(s) are approved, it is understood that the facility will be constructed to County standards and paid for by the developer.

INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development will be the

responsibility of the developer unless otherwise funded by the service provider.

RESPONSE - Should any modifications or extensions of water lines be required to support the proposed FLUM change, the resulting costs will paid by the developer.

CON 1.1.2 Wetland and Habitat Indicators. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this Plan as Exhibit N.

CON 1.1.6 Habitat Protection. Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.

RESPONSE - The site fronts on Hwy. 29 while a residential subdivision is located on the westerly side and Neal Road to the south. It is not presently known if the site contains any protected wildlife habitat. If any are discovered during the site plan development or construction phase, the developer will notify the County for guidance.

CON 1.3.1 Stormwater Management. Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE - All stormwater management plans will be presented to the County for review to determine consistency with rules identified in the adopted Land Development Code and the Future Land Use regulations.

CON 1.4.1 Wellhead Protection. Escambia County will provide

comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

RESPONSE - According to the attached Well Head Protection Map, this site is located approximately one-half mile north of the nearest well head sites located along Well Line Road. At this location, it is anticipated that there will not be any adverse impacts.

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.

RESPONSE - The site has existing water and sewer service available. A letter has been forwarded to ECUA requesting confirmation of availability.

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
budpage1@att.net

June 21, 2016
VIA HAND DELIVERY

Mr. Tom Justice
Emerald Coast Utility Authority
9255 Sturdevant St.
Pensacola, Florida 32514

RE: Utility Services Capacity Request

Dear Mr. Justice:

A proposed commercial/retail development is proposed on a site located at the northwest corner of Hwy 29 and Neal Road (see attached map). As part of the County review process, we are required to demonstrate that is sufficient water, sanitary sewer and sanitary garbage/trash capacity to service this proposed development.

The site measures some 8.67 acres and could likely support a development containing mixed retail/commercial activities totaling some 45,000sf in size. Please review the attached and provide us with you written finding regarding available capacities in areas noted above.

Please call if you require additional information. If possible, I will be happy to pick up your response at your offices. Thank you.

Sincerely yours,

Wiley C."Buddy" Page

copy: Robertson-Cotton

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
budpage1@att.net

June 21, 2016
VIA HAND DELIVERY

Archeology Department
University of West Florida
Pensacola, Florida 32501

RE: Request for Archeology Site Review

Dear Sir or Madam:

We are preparing a application for submittal to Escambia County regarding development of an 8.67 acre site located near the northwest corner of Hwy 29 and Neal Road (see attached map). As part of the County application review process, we are required to demonstrate that the site is not listed as one having any historical significance according to records maintained by the University.

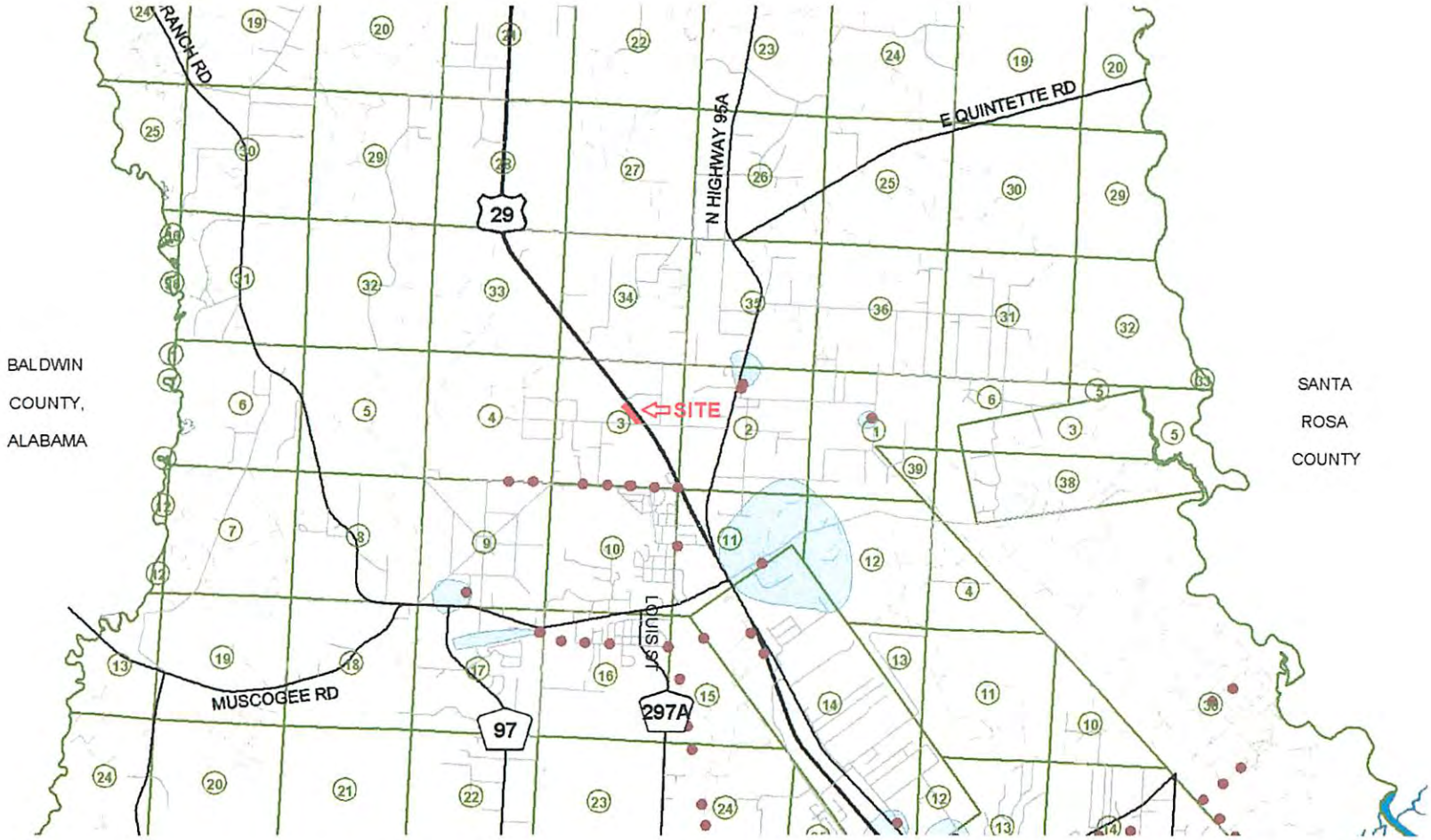
This letter requests that you provide us with your written findings with regard to this site so that we can include it in our application to demonstrate compliance.

The site measures some 8.67 acres and could likely support a development containing mixed retail/commercial activities totaling some 45,000sf in size. Please review the attached and provide us with you written finding regarding available capacities in areas noted above.

Please call if you require additional information. If possible, I will be happy to pick up your response at your offices. Thank you.

Sincerely yours,

Wiley C."Buddy" Page



Site location at northwest corner of Hwy 29 and Neal Road approxaimately one-half mile north of existing wellheads located along Well Line Road.

Recorded in Public Records 06/25/2008 at 03:09 PM OR Book 6345 Page 152, Instrument #2008048391, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $3150.00

Prepared by:
William E. Farrington, II
Wilson, Harrell, Farrington & Ford, P.A.
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-42221

General Warranty Deed

Made this June 20, 2008 A.D. By **David A. Zaukelies, as Trustee of the Zaukelies Family Charitable Remainder Unitrust dated November 26, 2007,** hereinafter called the grantor, to **Robertson-Cotton, Inc.** ,whose post office address is: PO Box 7548, Pensacola, Florida 32514, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

See Attached Schedule "A"

Parcel ID Number: **03-1N-31-1302-000-000**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2008.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Connie Gilmore

Witness Printed Name William E. Farrington II

(Seal)
David A. Zaukelies, as Trustee of the Zaukelies Family Charitable Remainder Unitrust dated November 26, 2007
Address:

(Seal)

Address: PO Box 388, Cantonment, Florida 32533

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 20th day of June, 2008, by David A. Zaukelies, as Trustee of the Zaukelies Family Charitable Remainder Unitrust dated November 26, 2007, who is/are personally known to me or who has produced drivers license as identification.

WILLIAM E. FARRINGTON, II NOTARY My Comm. Expires Nov 1 2010 No. DD059:1/97 PUBLIC STATE OF FLORIDA

Notary Public
Print Name: William E. Farrington II

My Commission Expires: 11-1-10

DEED Individual Warranty Deed with Legal on Schedule A
Closers' Choice

Chris Jones
Escambia County Property Appraiser

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

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	031N311302000003
Account:	112526725
Owners:	ROBERTSON COTTON INC
Mail:	PO BOX 7548 PENSACOLA, FL 32514
Situs:	HIGHWAY 29 32533
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$102,956	$0	$102,956	$102,956
2014	$102,956	$0	$102,956	$102,956
2013	$102,956	$0	$102,956	$102,956

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/20/2008	6345	152	$450,000	WD	View Instr
06/20/2008	6345	148	$100	WD	View Instr

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

2015 Certified Roll Exemptions

Legal Description

BEG AT NE COR OF SW1/4 OF NW1/4 SD PT ALSO BEING NELY COR OF LT 4 BLK A KNOLLWOOD S/D PB 7 P 90 S 87 DEG 19 MIN...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
03-1N-31

Approx. Acreage:
8.6700

Zoned:
HC/LI
LDR

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

Buildings

None

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

Comprehensive Plan
Removal of Parcel from the Optional Sector Plan
Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	OSP 2016-01 – Hwy 29
Location:	Highway 29
Parcel #s:	03-1N-31-1302-000-003
Acreage:	8.67 (+/-) acres
Request:	Opt-out of the Sector Plan
Current Zoning:	Heavy Commercial and Light Industrial district (HC/LI)
Future Land Use:	Mixed-Use Suburban (MU-S)
DSAP Land Use:	Conservation Neighborhood
Applicant:	Buddy Page**,** Agent for Robertson Cotton, Inc., Owner
Meeting Dates:	Planning Board, September 6, 2016
	BCC, October 6, 2016

Site Description and Summary of Proposed Amendment:

OBJ FLU 16.6 Specific Area Plans

V. Changes to an Existing DSAP
Any addition or deletion of property or changes to the neighborhood, center or district boundaries in an approved DSAP shall follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in this plan. Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs.

The applicant is requesting to remove the parcel from the adopted Escambia County Mid-West Sector Plan (SP), Jacks Branch Detailed Specific Area Plan (DSAP). The subject parcel is located on the eastern boundary of the SP, parallel to Highway 29, just north of Neal Road.

The current underlying zoning for the parcel is HC/LI and the Future Land Use (FLU) is MU-S. The applicant has stated that at this time, the parcel **will maintain** the existing zoning and FLU categories. The applicant also stated that there is no immediate proposed development for the site.

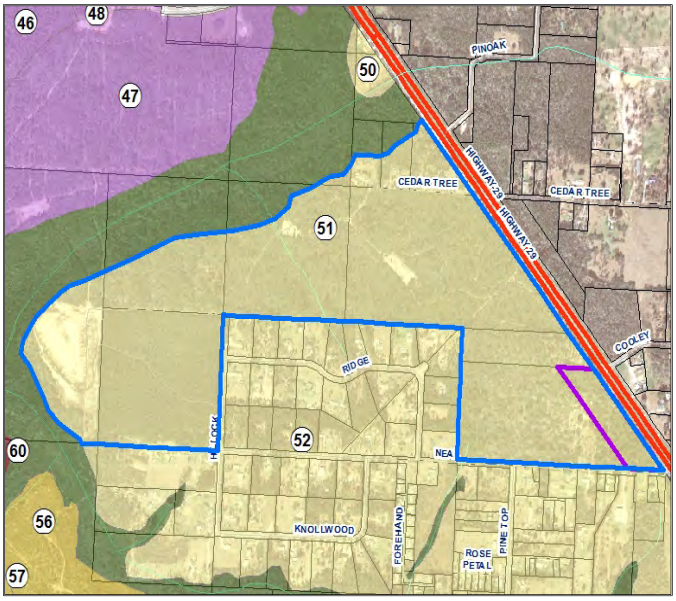
The existing Land Use derived from the adopted DSAP Final Land Use Plan, identifies the parcel under the *Conservation Neighborhood* designation.

Analysis:

1. ***Introduction***-
   Components of the SP include aspects such a as community design, environmental analysis, transportation guidance and economic development principles. The Final Land Use map, (Figure 2.01.A) identifies the overall boundaries of the SP, the distribution, extent and location of land uses. The Land Use Plan and Development Program provide specific growth data with development program calculations and assigning permissible densities and intensities for the various uses. The type of development (land use plan), and corresponding densities were assigned based on the proportionate share of the overall SP.

   Section 2.02 Development Program of the SP illustrates the development calculations by individual DSAP allowances. The total developable land under the Muscogee DSAP, located in the southern section of the SP, is approximately 3,380 acres; under the Jacks Branch DSAP, located in the northern section of the SP, the total developable land is approximately 5,231.70 acres. Both of the branches are clearly identified in Figure 2.01.A. (Attachment A).

2. ***Evaluation of Impacts-***
   The applicant's parcel, approximately 8.67 +/- acres, is located within the Jacks Branch DSAP and it is specifically identified in the Land Use map, Figure 2.01.A, (Attachment A), under parcel # **JB 51**. The total developable acreage for this parcel is listed under the development calculations table (page 35 of the SP), as 238.9 total acres, shared by twelve parcels that encompass the # JB 51 designation.



The specific Land Use for parcel # JB 51 is identified as **Conservation Neighborhood** with total dwelling unit development allowances assigned as follows:
-low density x (0.1) yielding a total density of 23 dwelling units
-medium density x (1) yielding a total density of 238 dwelling units
-high density x (3) yielding a total density of 716 dwelling units

Derived from the analysis of the baseline data we can identify the following trends:

a. the applicant's parcel represents only 3.62% of the total developable area under parcel # JB 51.

b. removal of the applicant's 8.67 acres from the total developable acreage for parcel # JB 51 will result on a 25.31 total dwelling units reduction under the high density allocation, reflecting a 3.53% decrease.

The existing parcel is currently zoned HC/LI. If removed from the SP, the following range of permitted uses would be allowed under the existing zoning district:

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. *The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited*.

(b) Permitted uses. *Permitted uses within the HC/LI district are limited to the following:*

(1) Residential*. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.*

(2) Retail sales. *Retail sales, including sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.*

(3) Retail services.

a. *Car washes, automatic or manual, full service or self-serve.*

b. *Child care facilities.*

c. *Hotels, motels and all other public lodging, including boarding and rooming houses.*

d. *Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.*

e. *Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.*

f. *Rental of automobiles, trucks, utility trailers and recreational vehicles.*

g. *Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.*

h. *Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.*

i. *Taxi and limousine services.*

See also conditional uses in this district.

(4) Public and civic.

a. *Broadcast stations with satellite dishes and antennas, including towers.*

b. *Cemeteries, including family cemeteries.*

c. *Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.*

d. *Educational facilities, including preschools, K-12, colleges, and vocational schools.*

e. *Emergency service facilities, including law enforcement, fire fighting, and medical assistance.*

f. *Funeral establishments.*

g. *Homeless shelters.*

h. *Hospitals.*

i. *Offices for government agencies or public utilities.*

j. *Places of worship.*

k. *Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.*

See also conditional uses in this district.

(Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

a. *Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult*

entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. *Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.*

c. *Marinas, private and commercial.*

d. *Parks, with or without permanent restrooms or outdoor event lighting.*

(6) Industrial and related.

a. *Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.*

b. *Marinas, industrial.*

c. *Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.*
See also conditional uses in this district.

(7) Agricultural and related.

a. *Food produced primarily for personal consumption by the producer, but no farm animals.*

b. *Nurseries and garden centers, including adjoining outdoor storage or display of plants.*

c. *Veterinary clinics, excluding outside kennels.*

See also conditional uses in this district.

(8) Other uses.

a. *Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.*

b. *Building or construction trades shops and warehouses, including on-site outside storage.*

c. *Bus leasing and rental facilities.*

d. *Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.*

e. *Outdoor adjacent display of plants by garden shops and nurseries.*

f. *Outdoor sales.*

g. *Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.*

h. *Parking garages and lots, commercial.*

i. *Sales and outdoor display of prefabricated storage sheds.*

j. *Self-storage facilities, including vehicle rental as an accessory use.*

3. ***Conclusion-***

The SP was designed to emphasize urban form and to provide protection for regionally significant resources. In order to maintain the cohesiveness of the SP, while at the same time fostering innovative planning and development strategies, County staff will continue to assess and track each request within the SP, on case by case basis, and will provide in-depth analysis of the impact of each proposal on the overall plan.

It's important to understand that in this case, this is a 'perimeter' parcel, located adjacent to a major North-South divided four-lane highway. General analysis of the surrounding area under the Land Use Plan assigns predominantly low to mid-level residential uses, with Conservation Neighborhood and Suburban Garden as the primary categories. Under the overall 8,611.80 developable acres within the SP, calculated under the Development Program, the applicant's 8.67 acres parcel represents a 0.1% of the total land area available for development. The geographical location of the parcel and the **reductions** that would result, both in available developable acreage and dwelling unit densities within the overall design of the SP, as shown in the analysis, support the concept that the removal of the parcel would have **minimal impact** on the proportionate share under the maximum residential allowances. The original SP principles and guidelines **would not be diminished** or affected for the parcels that remain within the adopted SP. The proposed removal **will not create** a fragmented DSAP.

Any future development associated with this parcel will be evaluated by the Development Review Committee, taking into account the current zoning regulations while at the same time addressing and minimizing any potential impacts that the proposed development could have on the characteristics of the existing low to mid-density residential development listed under the SP's Land Uses.

The SP boundary map will be adjusted accordingly, to reflect the removal of the parcel from the Plan. (Attachment B).

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9-6-16

Rezoning Quasi-judicial Hearing

Rezoning Case #: 6-C

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: budpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11413 **Growth Management Report** **12. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/08/2016
Issue: 5:50 p.m. - A Public Hearing - Issuance of a Recycling Permit for a Vegetation Recycling Facility - 2170 Longleaf Drive - Eager Beaver, LLC
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Issuance of a Recycling Permit for a Vegetative Yard Trash Recycling/Processing Facility Located at 2170 Longleaf Drive, Eager Beaver, LLC

That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a recycling permit for a vegetative yard trash recycling/processing facility located at 2170 Longleaf Drive, owned by Eager Beaver, LLC.

BACKGROUND:

The facility is owned by Eager Beaver, LLC. The 70.52 (+/-) acre parcel is located on the north side of Longleaf Drive in an existing abandoned borrow pit. The project area is limited to approximately 9 acres plus the entrance driveway. The new use will be a vegetative yard trash recycling/processing facility. Trees (yard trash) will be ground on site with a tree grinder. The ground product will be stored on the site within the project area until enough is accumulated to haul to one of the local suppliers for re-use.

The Development Order for Eager Beaver Vegetative Yard Trash Recycling was approved on August 24, 2016, contingent upon the review for authorization or denial of the Recycling Facility Permit at the aforementioned location.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the issuance of this Permit.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Development Order with Exhibits

Project Narrative

Zoning Map

SITE PLAN DEVELOPMENT ORDER
with Concurrency Certification

Project: Eager Beaver Vegetative Yard Trash Processing Facility
Location: 2170 Longleaf Drive
Development Review #: PSP160300030
Property Reference #s: 24-1S-30-1602-000-000
Exhibit A: Recycling Facility Permit
Exhibit B: Operations Plan
Exhibit C: Approved Site Plan

Future Land Use: I
Zoning District: HC/LI
Flood Zone: AE & X

PROJECT DESCRIPTION

This Development Order is to satisfy a new vegetative recycling site plan and review requirements of Escambia County Ordinance (to bring a proposed recycling facility into compliance with Escambia County Land Development Code). This approved Development Order includes the County Recycling permit and Operations Plan to be reviewed and presented for approval for Eager Beaver Vegetative Yard Trash Processing Facility to the BCC. The project description is to develop a portion of a 70.52-acre site as a new recycling facility providing storage, processing and the reduction of yard debris vegetation as provided in Exhibit B and Exhibit C.

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. 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. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit,** obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.

5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.

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. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

Special Project Conditions

1. **Prior to issuance of any permit for the Recycling Facilities activities, the Board of County of Commissioners must approve the Recycling Permit for the facilities and it's operations of the site at a duly advertised public hearing. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Recycling Permit is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

2. Recycling activities, (including crushing, stacking, staging, loading and unloading materials), are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Friday and between 8:00a.m. and 2:00 p.m. on Saturday.** Hours are based on the zoning district and intensity of use as similar to borrow pit and reclamations activities, including land clearing debris and construction and demolition debris disposal. See LDC 4-7.6(b)(2). Hours of Operations may be extended or modified, based on client's needs, as approved by the County Administrator or his designee.

3. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.

4. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

5. All proposed reclamation activity shall occur only on impervious or semi-impervious areas.

6. No recreation of any type or development activity is permitted on this site. This Development and its associated permits and applications were approved for this activity only. Any other operations, activity, land use, development , project and/ or operation shall require additional approvals and authorizations by Local and State agencies.

7. This Development Order is for vegetative recycling and the reduction of yard debris vegetation volume only.

8. All the required signage, vegetation, buffering, fencing, and landscape standards as specified on the approved site plan must be maintained failure do so shall result in violation at the time of inspection as required per the applicable regulations of Escambia County.

9. Existing concrete piles are not too be added too and remain undisturbed unless removed to an appropriate C&DD sight.

10. The Vegetative Yard Trash Processing Facility must comply with all the applicable for Local and State as pertaining to storage, processing, recycling, and removal of processing material as governing by the all the applicable regulations.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Eager Beaver Vegetative Reclamation Facility,** 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: Aug 24, 2016

Gmail

Eager Beaver <eagerbeaverprotreecare@gmail.com>

Yard Trash Processing Facility Registration - 102781

1 message

no-reply@dep.state.fl.us <no-reply@dep.state.fl.us> Mon, Jul 25, 2016 at 10:56 AM
To: Eagerbeaverprotreecare@gmail.com
Cc: LAUREN.OCONNOR@dep.state.fl.us, BRAD.HARTSHORN@dep.state.fl.us, DAWN.TEMPLIN@dep.state.fl.us

DEP Logo

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Receipt for Submission

July 25, 2016

HOWARD C. JACQUES III
EAGER BEAVER PROFESSIONAL TREE CARE, LLC
7250 PENSACOLA BLVD

PENSACOLA, FL 32505 0

Dear HOWARD C. JACQUES III

Your application for Registration of a Yard Trash Processing Facility for EAGER BEAVER RECYCLING FACILITY (located at 2170 LONGLEAF DRIVE , Pensacola) in Escambia County is complete. Your facility identification number (WACS ID) is 102781. This registration is valid until August 1, 2017. The receipt number for the registration fee you paid is 916669.

You must comply with the requirements specified in Chapter 62-709, Florida Administrative Code (F.A.C.) in order to maintain qualification for the registration program. A summary of the operating requirements is attached.

If you need further information, please contact me at the above address, Mail Station 4565, telephone 850-245-8707, or e-mail Lauren.OConnor@dep.state.fl.us.

Sincerely,

Lauren O'Connor

Exhibit A

Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Eager Beaver Professional Tree Care**
Facility Name:	**Eager Beaver Vegetative Recycling Facility**
Facility Type:	**Yard Trash Processing Facility**
File Number:	
Original Date of Issue:	
Renewal Date:	
Expiration Date:	
Development Review #:	**PSP160300030**
Date:	**8/24/2016**
Total Acreage of Facility:	**70.52**
Total Area Licensed for Operation:	**10+/-**

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

General Permit Conditions – All Facilities - Continued

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

General Permit Conditions – All Facilities - Continued

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. Compatibility

Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. Environmental Health

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing, processing and/or recycling operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance

Specific Permit Conditions –Continued

and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Eager Beaver Professional Tree Care, 7250 Pensacola Boulevard, Pensacola, FL 32505 and a copy emailed to eagerbeaverprotreecare@gmail.com (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

3. Leachate Controls

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

4. Operational Hours

Operational hours shall be as established by the Approved Development Order for the project.

5. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is _____. Please cite this number on all reports and correspondence concerning this facility.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Douglas B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date:		
Permit Expiration Date:		
Issuing Officer Name:		
Issuing Officer Title/Department:		
Signature:		**Date:**

Exhibit B

Impact and Operational Analysis
2170 Longleaf Drive
Pensacola, Florida

Revised Aug. 29, 2016

This site is located near the mid-western portion of Escambia County on Longleaf Drive, east of the intersection of Pine Forest Road and Blue Angel Parkway.

Determining whether a particular use of property is or can be compatible with nearby existing or proposed uses generally requires analysis of independent variables such as distances, intensities, sounds, existing area uses, and zoning among others.

The overall site measures some 70 acres while the actual activity area contains approximately 9-10 acres located in the middle of the property as shown on the attached map.

The entire site is currently zoned as HC/LI Heavy Commercial/Light Industrial with a FLUM classification of I-Industrial. According to the attached copy of the zoning narrative, the proposed use as a landscaping waste recycling operation is consistent with the allowed uses cited at LDC Sec. 3-2.11(6)(a) under the classification.

The site contains an existing 7,600sf metal building on septic tank with existing electric and water service to the building. The site has an existing paved roadway connecting the activity area south to Longleaf Drive.

The site has been permitted by the Florida Department of Environmental Protection for use as a green recycling operation.

Truck traffic will have access to and from the site from Longleaf Drive which is classified as a Minor Collector on the Escambia County Functional Highway Classification listing. No residential streets will be used.

The size and scale of the proposed will be centralized on the site as

will serve as a sound attenuation structure dampening and deflecting sounds in and upward direction. With processing taking place as depicted on the aerial, the nearest residential structures are located some 700 feet east of this location. As such, it is not anticipated that the activity on site will generate unreasonable noise affecting adjacent residential uses.

There are numerous similar activities within Escambia County where the HC/LI zoning classification is found adjacent to residential areas such as Brown Marine boatyard on Bayou Chico, Ellyson Field on Davis Highway, Patti Shipyard off Navy Boulevard, Brown Helicopter on Aileron Avenue, and Westinghouse on Scenic Highway. Each of these examples have residentially zone property adjacent as shown on the attached location maps. All have apparently exited next to one another without unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards. The design and

Existing landscaping along the easterly property includes an extensive stand of trees and understory which will not be disturbed. This existing vegetation together with the 20' earth wall and the distance between the operation site and existing residences should again be sufficient to assure use compatibility.

The activity area is relatively flat with a slight existing westerly grade toward a wetland area. Use of the site will not produce any erosion to either on site or adjacent land owners. This wetland area is not within the activity area and will not be disturbed by operations. Storage of materials will be adjacent to the grinding equipment and once processed, will be trucked to end users.

The operation of site will likely be Monday- Friday from 7:00am to 5:00pm while Saturday hours will be 8:00am to 2:00pm. The site is currently fenced and will be locked and secured after hours.

The adopted Escambia County Land Development Code defines compatibility as follows:

Compatible. A condition in which land uses, activities or conditions

Landscape materials brought into the site will be inspected prior to unloading to assure acceptability and compatibility with approved operational rules.

Sound characteristics of the shredding machine can measure 85dbi while next to the machine. This is produced with grinder teeth shredding wood and plant type material as opposed to grinder teeth shredding metal or concrete materials. Sound characteristics measured over 700 feet from the source should be comparable to that produced by a lawn mower.

The adopted Escambia County Land Development Code defines compatibility as follows:

Compatible. A condition in which land uses, activities or condition can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition.

Given the proximity/distance between the operational equipment site within the activity area and distance to adjacent residences it is anticipated that the proposed use as a green landscape grinding and processing operation will not unduly impact other surrounding uses.

RESPONSE TO REVIEWER COMMENTS

The following is in response to 15 items/questions raised in the Horace Jones memo dated July 21, 2016. The majority of these questions were previously addressed within the initial Impact and Operational Analysis study dated July 7, 2016.

1- Please provide an update on where you with FDEP with the Release from Reclamation from the abandoned pit. Please see the attached email from FDEP. A summation of where you are will be sufficient.

RESPONSE: The abandoned pit area referenced is north and not a part of the work area outlined on the site plan for use as the Eager Beaver Recycling Facility. As stated by DEP Administrator Howard Hayes in his March 15, 2016 memo to Horace Jones, "only the northern one-third of the Longleaf Pit is subject to the mandatory mine reclamation requirements." Remediation work in this area is expected to be completed later this year or early 2017 for DEP inspection.

2- Type of material being recycled and/or processed such as concrete, asphalt or land clearing debris. Please confirm that this is not a C & DD operation.

RESPONSE: The Eager Beaver Recycling Facility - is registered with the Florida Department of Environmental Protection as WACS ID00102781 and is not registered or approved as a C & D DD operation.

3- Are there any Hazardous waste. How is handle (if applicable).

RESPONSE: The facility is not approved nor will it process any hazardous waste materials.

4- How will the material be processed? What type of equipment is used in the processing or recycling? Is it on site equipment or Is a portable crusher used. Do the portable crusher have all the permits. Do the on site equipment have all the permits.

RESPONSE: A portable grinder will process the yard/landscaping materials

5- What are the specifications for the equipment?. Please include a diagram of how material will be processed with the machine?

RESPONSE: This diesel powered machine will process green materials loaded at

the rear, ground in the middle and released on conveyor belts out the front of the machine.

6- How is the noise control? What is the noise level for the machine?

RESPONSE: The machine will be located in the middle to the site just west and adjacent to a earthen loading berm as depicted on the attached site. This berm measures some 10 feet in height and will serve as a sound deflector. The nearest residential structure was observed to be some 700 feet east of this machine location.

7- Where is the general location of the on-site equipment. How far from the property line is the equipment. Please include total acreage of site.

RESPONSE: As shown on the attached site plan the equipment will be centrally located measuring some 600 feet from the easterly property line.

8- Do you have your state permits. Yes, it is not necessary for County approval; but, it is good to include this & any other reports you may on for your recycling operation.

RESPONSE: The Eager Beaver Recycling Facility is registered with the Florida Department of Environmental Protection as a Yard Trash/Solid Waste Organics Recycling Facility per copy attached.

9- How often does recycling or processing occur? Is daily or weekly?

RESPONSE: As recycling materials arrive; likely on a daily basis.

10- How is the material brought to the site thru daily trucks.

RESPONSE: Materials will be delivered to the site by truck.

11- Where is the material stored. How long is the material stored before it is processed and/or recycled?

RESPONSE: Materials, both incoming and processed can be stored adjacent to the machine. The equipment has the capability to process and load into waiting trucks, depending on volumes.

12- How is the fugitive dust managed. Please include all dust suppression systems in place?

RESPONSE: The grinding process of green organic material produces little dust emissions generally localized to the area surrounding the machine location. Misters and sprinklers are used at both ends of the machine to mitigate dusting.

13- Access to site. If you have the information, please include any permissions you may have received from the

RESPONSE: Access is by way of an existing paved roadway.

14- Screening & Buffering in place for residence

RESPONSE: The site was previously used as a barrow/mining pit resulting in a 15+ foot wall along the easterly property line. On top of this wall are trees and abundant understory resulting in an existing screening and buffering presence.

15- Hours of Operation.

RESPONSE: Operational hours will be consistent with that allowed under Sec. 5-9.2(3): Monday thru Friday 6am to 6pm and Saturday hours limited to 8am to 2pm.

BOUNDARY AND TOPOGRAPHIC SURVEY OF A PORTION OF SECTION 24 AND 41, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

NOTE: THIS IS A SPECIAL PURPOSE CHANGE OF USE PLAN. THE EXISTING PARCEL USE WAS BORROW PIT. THE SITE WILL NOW BE REPURPOSED TO A VEGETATIVE RECYCLING FACILITY. CONTRACTOR'S CLEARING VEGETATIVE DEBRIS WILL BE DELIVERED TO THE SITE. DEBRIS WILL BE REDUCED BY GRINDING AND SOLD TO LOCAL FACTORIES FOR THEIR USE.

VICINITY SKETCH

PROJECT

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW OVERALL PARCEL DESCRIPTION CREATED AT THE CLIENTS REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTH 88 DEGREES 51 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 FOR A DISTANCE OF 1348.19 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 03 DEGREES 19 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 2659.73 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 24 ALSO AN INTERSECTION WITH THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3327 AT PAGE 150 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 29 DEGREES 47 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3327 PAGE 150, THE EAST LINE OF PARCEL OF OFFICIAL RECORDS BOOK 5024 PAGE 1756, AND THE EAST LINE OF OFFICIAL RECORDS BOOK 6527 PAGE 1721 OF SAID COUNTY FOR A DISTANCE OF 1269.29 FEET; THENCE GO SOUTH 40 DEGREES 11 MINUTES 06 SECONDS WEST ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 6527 PAGE 1721 FOR A DISTANCE OF 90.00 FEET; THENCE GO SOUTH 50 DEGREES 04 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 6527 PAGE 1721 FOR A DISTANCE OF 214.12 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 AND THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 88 DEGREES 49 MINUTES 38 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AND THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 29.67 FEET; THENCE GO THENCE GO SOUTH 53 DEGREES 35 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 33.94 FEET; THENCE GO SOUTH 30 DEGREES 25 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 100.00 FEET; THENCE GO SOUTH 24 DEGREES 20 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 282.00 FEET; THENCE GO SOUTH 35 DEGREES 00 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 191.00 FEET; THENCE GO SOUTH 29 DEGREES 45 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 137.00 FEET; THENCE GO SOUTH 19 DEGREES 37 MINUTES 21 SECONDS EAST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 150.51 FEET; THENCE GO SOUTH 24 DEGREES 45 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 57.51 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTH LINE OF SECTION 24 AND THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4902 AT PAGE 276 FOR A DISTANCE OF 1258.66 FEET TO THE NORTH RIGHT OF WAY LINE OF LONGLEAF DRIVE (100' R/W); THENCE GO SOUTH 88 DEGREES 57 MINUTES 01 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF LONGLEAF DRIVE FOR A DISTANCE OF 976.44 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 41; THENCE GO NORTH 02 DEGREES 10 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 41 FOR A DISTANCE OF 1266.88 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE GO NORTH 88 DEGREES 51 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 FOR A DISTANCE OF 2243 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 24 AND 41, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 70.52 ACRES MORE OR LESS.

SURVEYOR GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 88 DEGREES 51 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "AE", BASE FLOOD ELEVATION AS SHOWN, FLOOD ZONE "AE" INSIDE A FLOOD WAY BASE FLOOD ELEVATION AS SHOWN, AND IN "FLOOD ZONE "X" (0.2%CH) 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0360 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 – 5J-17.57052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES.
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED H. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.
14. THE DESCRIPTION FOR THE NORTH PORTION OF THIS PARCEL FOUND IN O.R. BOOK 6232 AT PAGES 1250 THRU 1252 WILL NOT MATHEMATICAL CLOSE THEREFORE THE DESCRIPTION OF THOSE PARCEL ALONG THE WEST BOUNDARY WERE USED AS SHOWN ON THIS SURVEY.
15. THERE WERE NO HERITAGE TREES ON THIS SITE.

LEGEND:

- ● = 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
- ○ = 1/2" CAPPED IRON ROD, NUMBERED 8763 (FOUND)
- ○ = 1/2" CAPPED IRON ROD, NUMBERED 7073 (FOUND)
- ⊗ = 1/2" CAPPED IRON ROD, NUMBERED 0155 (FOUND)
- (D) = DEED INFORMATION
- (F) = FIELD INFORMATION
- R/W = RIGHT OF WAY
- P.O.B. = POINT OF BEGINNING
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- O.R. = OFFICIAL RECORD
- PG. = PAGE
- GAS = GAS PIPE LINE MARKER
- 100' OPERATIONAL FOOTPRINT SETBACK
- 20' INCOMPATIBLE LAND USE BUFFER
- EXISTING NATURAL BUFFER TO REMAIN
- WETLAND 25' BUFFER
- 30' MDRS BUFFER

BENCHMARK DATA:

BM=1" NAIL AND DISK IN ASPHALT
ELEVATION= 73.91' (NAVD88)

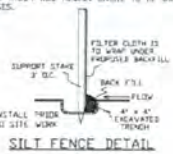
BM=1/2" ROD CAPPED IRON ROD NUMBERED 7277
ELEVATION= 69.72' (NAVD88)

SITE WORK GENERAL NOTES:

1. THIS PLAN IS PREPARED TO SATISFY ESCAMBIA COUNTY ORDINANCE AND DOES PURPORT TO APPROVE NEW IMPERVIOUS OR SEMI IMPERVIOUS AREA GREATER THAN THAT ALLOWED BY THE LATEST EDITION OF THE ESC BY EXEMPTION. ALL PROPOSED BUSINESS ACTIVITIES ARE TO REMAIN WITHIN THE AREA OF ACTIVITY AS SHOWN HEREON.
2. BECAUSE THIS PROJECT LOCATION IS ADJACENT TO A BAYOU MARCUS TRIBUTARY THE OWNER IS CAUTIONED TO MAKE EVERY EFFORT TO PREVENT SILTS AND DEBRIS FROM LEAVING THE AREA OF ACTIVITY AND ENTERING THE TRIBUTARY AND/ OR NEIGHBORING WETLANDS.
3. IN THE CASE OF NEW LAND DISTURBANCE WITHIN THE AREA OF ACTIVITY, THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF DISTURBANCE AND MAINTAIN DURING CONSTRUCTION SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
4. THE CONTRACTOR/OWNER IS TO ENSURE THAT ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/4" RAINFALL EVENT OR AT LEAST WEEKLY. IF AN NPDES PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS. INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.
5. ALL NEWLY DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
6. NO ALTERATION OF EXISTING DRAINAGE STRUCTURES OR DRAINAGE PATTERNS ARE PERMITTED WITH THIS PLAN.
7. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W 1-800-432-4770.
8. HOURS OF OPERATION WILL BE DAILY AS MATERIAL ARRIVES AT THE SITE. DAYTIME OPERATION ONLY BETWEEN 7 AM TO 5 PM.

DUST PREVENTION

- DUST IS TO BE KEPT TO A MINIMUM AT ALL TIMES.
- DUST INSPECTION OF THE OPERATION IS TO BE A CONTINUAL PROCESS.
- A 4000 GAL WATER TRUCK WILL REMAIN ONSITE TO BE USED TO WET DUST EMITTING PILES OR PROCESSES.



SILT FENCE DETAIL
N.T.S.

INCOMPATIBLE LAND USE BUFFER

TOTAL BUFFER LENGTH= 4950 LF

BUFFER REQUIREMENTS= TYPE C= 3 CANOPY TREES, 3 UNDERSTORY TREES, AND 30 SHRUBS PER 100' OF BUFFER
TOTAL = 149 CANOPY TREES, 149 UNDERSTORY TREES, 1485 SHRUBS
EXISTING BUFFERS TO REMAIN UNDISTURBED. EXISTING FOLIAGE MEETS THE BUFFER PLANTING REQUIREMENTS.

LINE TYPE REPRESENTS APPROXIMATE LOCATION OF FLOODWAY PER FIS

O.R. BOOK 3327 PG. 150

O.R. BOOK 5024 PG. 1756

FLOOD ZONE "AE" BASE FLOOD ELEVATION AS SHOWN

HATCH REPRESENTS 25' WETLAND BUFFER

BASE FLOOD ELEVATION

BASE FLOOD ELEVATION LINE

FLOOD ZONE "X" OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD

FDEP-ACOE-ESC CO WETLAND LINE AS FLAGGED BY BCG 8-3-16 2.08 ACRE

(LOCAL REPRESENTS EXISTING NATURAL BUFFER INCOMPATIBLE LANDUSE BUFFER TO REMAIN MIN. WIDTH +/- 40')

O.R. BOOK 6527 PG. 1721

20' INCOMPATIBLE LAND USE BUFFER

FDEP-ACOE-ESC CO WETLAND LINE AS FLAGGED BY BCG 8-3-16 0.02 ACRE AND 0.06 ACRE

FLOOD ZONE "AE" BASE FLOOD ELEVATION AS SHOWN

FDEP-ACOE-ESC CO WETLAND LINE AS FLAGGED BY BCG 8-3-16 0.03 ACRE

O.R. BOOK 1732 PG. 904

WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 24

FDEP-ACOE-ESC CO WETLAND LINE AS FLAGGED BY BCG 8-3-16 1.69 ACRE

APPROX LOCATION OF 30' MDRS SETBACK LINE. HATCH REPRESENTS BUFFER AREA

SURFACE WATERS AS FLAGGED BY BCG 8-3-16 0.07 ACRE

HATCH REPRESENTS 25' WETLAND BUFFER

LINE TYPE REPRESENTS APPROXIMATE LOCATION OF FLOODWAY PERIMETER

SURFACE WATERS AS FLAGGED BY BCG 8-3-16 1.28 ACRE

FLOOD ZONE "X" OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD

O.R. BOOK 4902 PG. 276

FLOOD ZONE "AE" BASE FLOOD ELEVATION AS SHOWN

FLOOD ZONE "AE" BASE FLOOD ELEVATION AS SHOWN

FDEP-ACOE-ESC CO WETLAND LINE AS FLAGGED BY BCG 8-3-16 9.83 ACRE

APPROX LOCATION OF 30' MDRS SETBACK LINE. HATCH REPRESENTS BUFFER AREA

FDEP-ACOE-ESC CO WETLAND LINE AS FLAGGED BY BCG 8-3-16 1.28 ACRE

PROPERTY LINE TABLE		
LINE	LENGTH	BEARING
L1	90.00'	S40°11'26"W
L2	214.12'	S50°04'21"W
L3	29.67'	S89°49'19"E
L4	33.94'	S53°35'02"W
L5	100.00'	S30°25'02"W
L6	282.00'	S24°20'02"W
L7	191.00'	S35°00'02"W
L8	137.00'	S29°45'02"W
L9	150.51'	S19°37'21"E
L10	22.43'	N88°51'24"W

PROJECT INFORMATION:

PROP. REF.# 24-1S-30-1602-000-000

ZONE: HC/I FLU: I
SURROUNDING ZONE: HC/U FLU: I

OWNER/DEVELOPER: EAGER BEAVER PROFESSIONAL TREE CARE
7292 PENSACOLA BLVD
PENSACOLA, FL 32505
(850) 934-5660

SITE ADDRESS: 2170 LONGLEAF DR, PENSACOLA

PROPOSED USE: VEGETATIVE RECLAMATION FACILITY

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7141 PLANTATION ROAD
PENSACOLA, FL 32504
(850) 479-1585

SCALE: 1"=200' | SURVEY DRAWN BY: JAS | SURVEY CHECKED BY: FHT | DATE OF SURVEY: 6/21/16

DAVID W. FITZPATRICK
PROFESSIONAL ENGINEER, P.A.
BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE # 0000050423
7141 PLANTATION ROAD
PENSACOLA, FL 32504
PH: (850) 479-1585 FAX: (850) 479-1708

EAGER BEAVER VRF
VRF-VEGETATIVE RECYCLING FACILITY
EXISTING CONDITIONS AND NEIGHBOR INFO

NO.	REVISIONS	DATE
1	REVISED PER COMMENTS	7/5/16
2	ADDED PROPERTY LINE TABLE	7/7/16
3		
4		
5		
6		

DRAWN BY: D. FITZPATRICK

SIGNATURE & SEAL

DATE:

PROJECT NUMBER: 16-016
PLOT DATE: 7/5/16
SHEET: 1 OF 2

Exhibit C

BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PORTION OF SECTION 24 AND 41,
TOWNSHIP 1 SOUTH, RANGE 30 WEST,
ESCAMBIA COUNTY, FLORIDA

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

NOTE: THIS IS A SPECIAL PURPOSE CHANGE OF USE PLAN. THE EXISTING PARCEL USE WAS BORROW PIT. THE SITE WILL NOW BE REPURPOSED TO A VEGETATIVE RECYCLING FACILITY. CONTRACTOR'S CLEARING VEGETATIVE DEBRIS WILL BE DELIVERED TO THE SITE. DEBRIS WILL BE REDUCED BY GRINDING AND SOLD TO LOCAL FACTORIES FOR THEIR USE.

SITE WORK GENERAL NOTES:

1. THIS PLAN IS PREPARED TO SATISFY ESCAMBIA COUNTY ORDINANCE AND DOES PURPORT TO APPROVE NEW IMPERVIOUS OR SEMI IMPERVIOUS AREA GREATER THAN THAT ALLOWED BY THE LATEST EDITION OF THE LDC BY EXEMPTION. ALL PROPOSED BUSINESS ACTIVITIES ARE TO REMAIN WITHIN THE AREA OF ACTIVITY AS SHOWN HEREIN.
2. BECAUSE THIS PROJECT LOCATION IS ADJACENT TO A BAYOU MARCUS TRIBUTARY THE OWNER IS CAUTIONED TO MAKE EVERY EFFORT TO PREVENT SILTS AND DEBRIS FROM LEAVING THE AREA OF ACTIVITY AND ENTERING THE TRIBUTARY AND/ OR NEIGHBORING WETLANDS.
3. IN THE CASE OF NEW LAND DISTURBANCE WITHIN THE AREA OF ACTIVITY, THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF DISTURBANCE AND MAINTAIN DURING CONSTRUCTION SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THIS SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
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5. ALL NEWLY DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
6. NO ALTERATION OF EXISTING DRAINAGE STRUCTURES OR DRAINAGE PATTERNS ARE PERMITTED WITH THIS PLAN.
7. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W 1-800-432-4770.

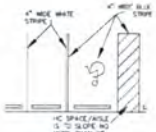
LEGEND
DENOTES:
- ● – 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
- ◐ – 1/2" CAPPED IRON ROD, NUMBERED 6783 (FOUND)
- ○ – 1/2" CAPPED IRON ROD, NUMBERED 7073 (FOUND)
- ◉ – 1/2" CAPPED IRON ROD, NUMBERED 0155 (FOUND)
- (D) – DEED INFORMATION
- (F) – FIELD INFORMATION
- R/W – RIGHT OF WAY
- P.O.B. – POINT OF BEGINNING
- SEC – SECTION
- TWP – TOWNSHIP
- RGE – RANGE
- O.R. – OFFICIAL RECORD
- PG. – PAGE
- GAS – GAS PIPE LINE MARKER

BENCHMARK DATA

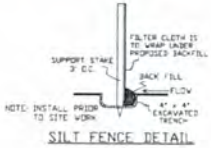
BM-1 NAIL AND DISK IN ASPHALT
ELEVATION= 73.91' (NAVD88)

BM-2 RED CAPPED IRON ROD NUMBERED 7277
ELEVATION= 69.73' (NAVD88)

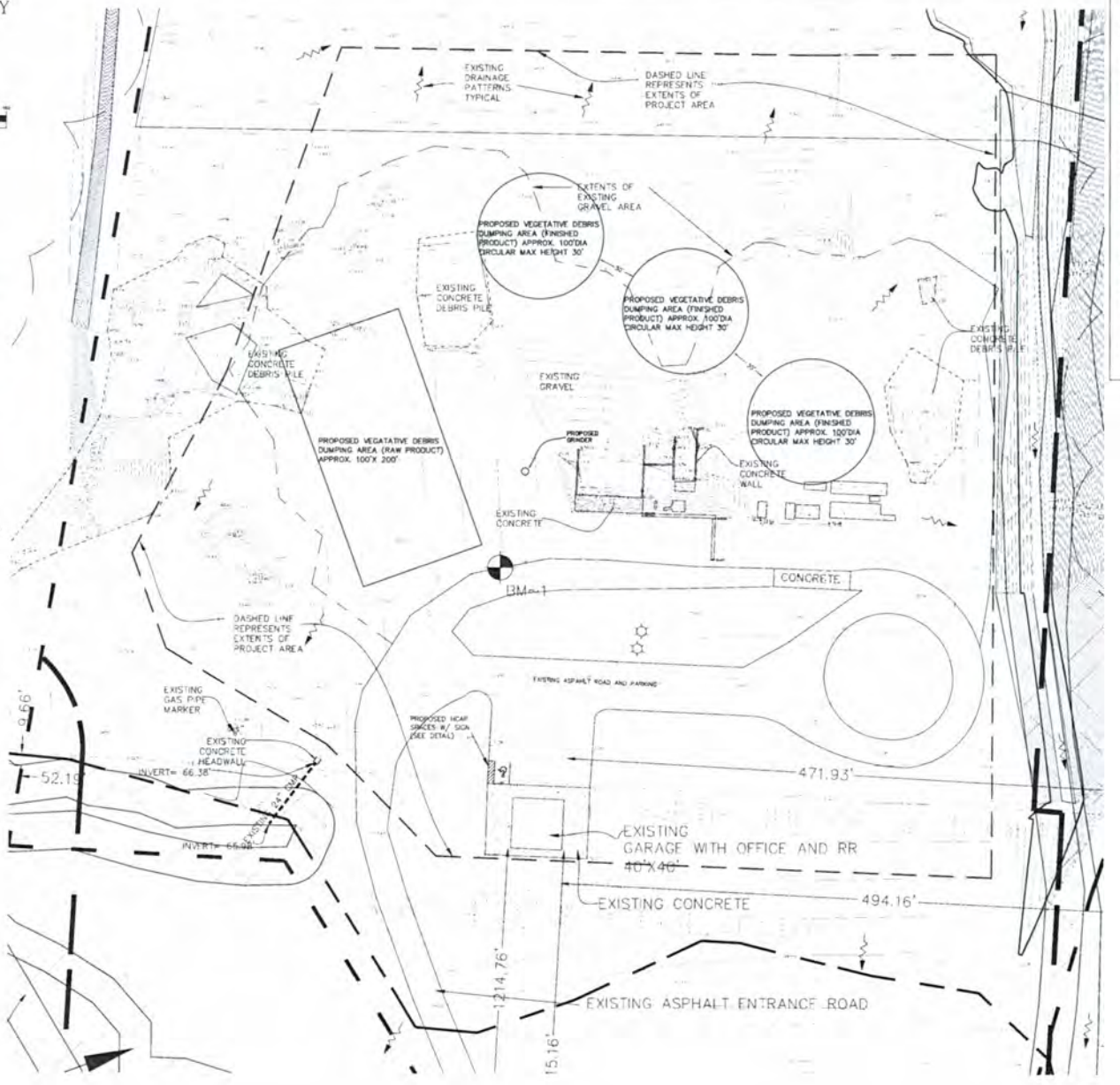
FL DISABLED PARKING SIGN
FG-61-325 W/FINE MESSAGE
NTS



STRIPING DETAIL
NTS



SILT FENCE DETAIL
N.T.S.



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
PCB MELTON CENTER
PENSACOLA FLORIDA
(850) 432-1562

SCALE 1"=40' | SURVEY DRAWN BY JAS | SURVEY CHECKED BY FRT | DATE OF SURVEY 6/21/16

DAVID W. FITZPATRICK
PROFESSIONAL ENGINEER, P.A.
BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE # 0000684231
11030 NORTH PALAFOX STREET
PENSACOLA, FLORIDA 32534
PH: (850)478-9877 FAX: (850)478-7738

EAGER BEAVER VRF
VRF-VEGETATIVE RECYCLING FACITLY
EXPANDED VIEW OF PROJECT AREA

NO.	DATE	DESCRIPTION	BY
1	6/30/16	ADDED PROPOSED VEGETATIVE DEBRIS DUMPING AREA	DWF
2	7/5/16	REVISED PROPOSED VEGETATIVE DEBRIS DUMPING AREA	DWF
3			
4			
5			
6			

DRAWN BY: D. FITZPATRICK

SIGNATURE & SEAL

DATE:
PROJECT No. 16-016
PLOT DATE 7/5/16
SHEET 2 OF 2

David W. Fitzpatrick, P.E., P.A.

10250 North Palafox St. Pensacola, FL 32534
Phone (850) 476-8677 Fax (850) 476-7708
fitzpatrick@fitzeng.com
Board of Professional Engineers Certification # 00008423

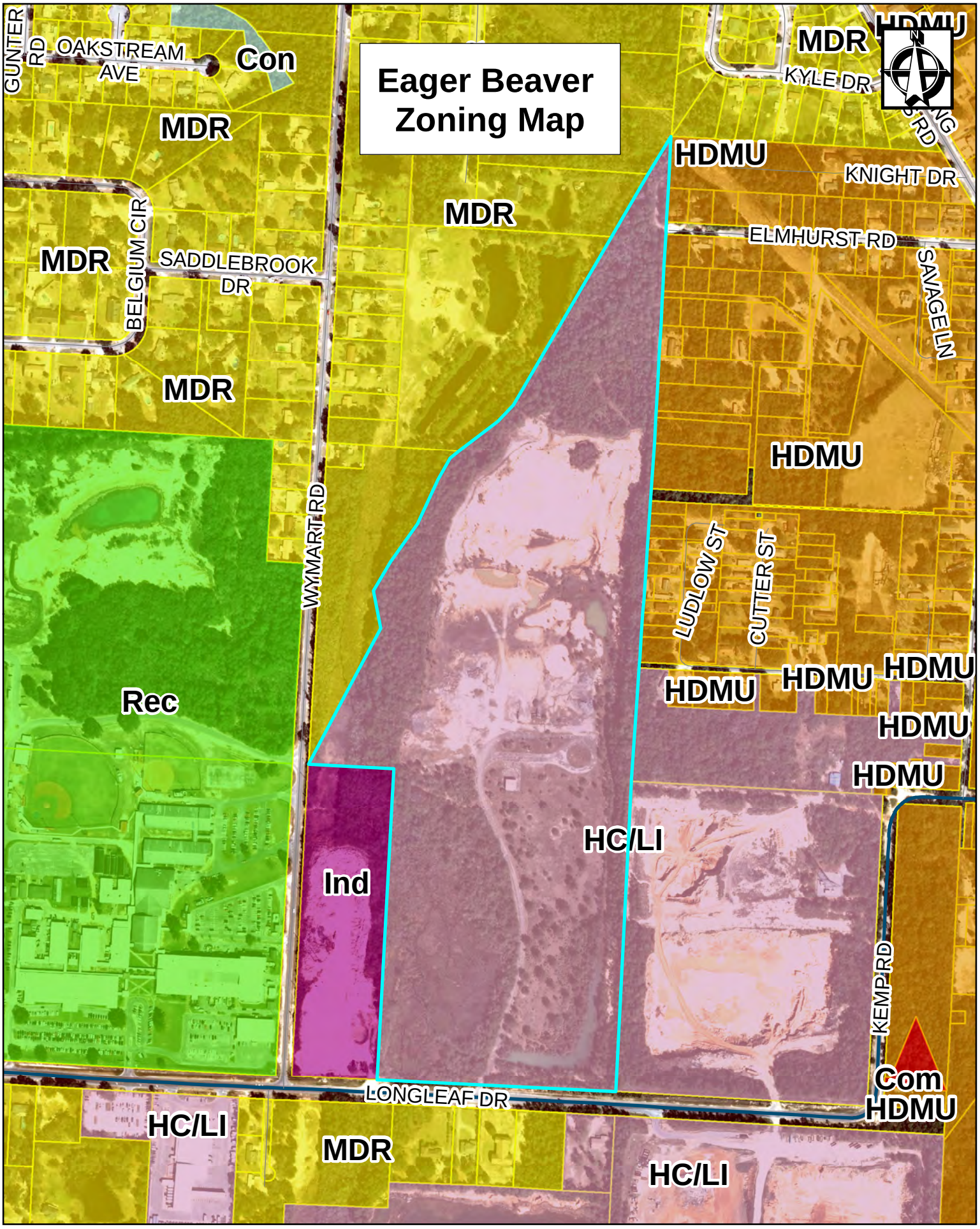
7/12/2016
Eager Beaver Vegetative Recycling Facility
Project Narrative

The 70.52 acre parcel is located on the north side of Longleaf Drive in an existing abandoned borrow pit. The project area is limited to approximately 9 acres plus the entrance driveway. All existing improvements will remain and be used. The new use will be a vegetative recycling facility. Contractors will bring land clearing trees to the site. Trees will be stockpiled within the project area. A tree grinder will be located on the site near the center of the project area. Ground product will be stored on the site within the project area until enough is accumulated to haul to one of the local factories for re-use.

The existing paved driveway is approximately 24' wide and in good condition. As mentioned above all existing onsite facilities will remain and be used. The connection at longleaf has an existing right turn lane approximately 140' long with an added 50' taper.

Existing drainage patterns will not be changed. Existing retention ponds lie on the north side of our project area and an existing ditch runs along the east side.

There is an apparent wetland along the west side of the project out of our project area. There will be no work near wetlands.



0 175 350 700 1,050 1,400 Feet

This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11414 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 12/08/2016
Issue: Action Item - Hold Harmless Agreement for a Shore Protection Structure
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with Donald and Susan Lumbard for construction of a seawall at 10134 Lillian Highway, Parcel I.D. # 14-2S-31-2000-000-002. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BACKGROUND:

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (b)(4)b**:

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

1. Shoreline erosion statement. A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

2.Hold harmless agreement. An executed agreement, in a form approved by the County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BUDGETARY IMPACT:

No budgetary impact is anticipated by approving this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board Chairman will need to sign the hold harmless agreement.

IMPLEMENTATION/COORDINATION:
This agreement will allow for permitting of the requested seawall.

Attachments

Release of Claims For Damages, Hold Harmless, and Indemnification Agreement

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This document prepared by:

_____
_____
_____
_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES,
HOLD HARMLESS, AND
INDEMNIFICATION AGREEMENT

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between Donald Clarence Lumbard, Susan Lee Lumbard whose address is 4992 West E. Ave. Kalamazoo, MI, 49009 (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

[ATTACH OR FILL-IN LEGAL DESCRIPTION]

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

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

2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this 28 day of October, 2016.

Witness Donald C Lumbard PROPERTY OWNER

Print Donald C Lumbard Name

Witness Susan L. Lumbard

Print Name SUSAN L. LUMBARD Name:

Address:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28 day of October, 2016, by Donald Lumbard Sam Lumbard. He/She (·) is personally known to me, (-) produced current DL-MI as identification.

TANYA PIFFER
Notary Public - Michigan
Allegan County
My Commission Expires Jan 17, 2020
Acting in the County of Kalamazoo

Signature of Notary Public

Tanya Piffer

Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this _____ day of _____ 20____, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the _____ day of _____, 20____.

Escambia County, Florida, a political subdivision of the State of Florida

By:_____

ATTEST: Pam Childers
Clerk of the Court

_____
(Deputy Clerk)

Recorded in Public Records 06/05/2015 at 10:22 AM OR Book 7354 Page 1729, Instrument #2015042063, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $455.00

Return to: R. Jeffrey Boll, Esq.
Name: SETCO Services, LLC - Perdido Key
Address: 14620 Perdido Key Dr. Suite 100
Pensacola, FL 32507
This Instrument Prepared:
R. Jeffrey Boll
SETCO Services, LLC - Perdido Key
14620 Perdido Key Dr. Suite 100
Pensacola, FL 32507

Documentary Stamp Taxes were collected in the amount of ($455.00) based on the purchase price amount of ($65,000.00).

as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s): 14-2S-31-2000-000-002
File No: P01164

WARRANTY DEED

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This Warranty Deed Made **May 28, 2015**, by **Anthony Long Trinh and Loan Nguyen, husband and wife,** hereinafter referred to as the Grantor, whose post office address is: 2205 Country Club Drive, LaPlace, LA 70068, to

Donald Clarence Lumbard and Susan Lee Lumbard, husband and wife hereinafter referred to as the Grantee, whose post office address is: 4992 West E. Avenue, Kalamazoo, MI 49009.

WITNESSETH: That said Grantor, for and in consideration of the sum of $10.00 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **Escambia** County, Florida, viz:

Lot 2, Perdido Terrace, a subdivision in Section 14 & 17, Township 2 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 4, at Page 6.

Said property is not the homestead property of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.
And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to January 1, 2015, reservations, restrictions and easements of record, if any.
(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness No. 1 Signature: Holly Jalleh
Printed Name: Holly Jalleh

Witness No. 2 Signature: Kathryn L Vautrot
Printed Name: Kathryn L Vautrot

Anthony Long Trinh

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me this the 28th day of May, 2015, by Anthony Long Trinh, who is known to me or who has produced advers license as photo identification.

(AFFIX NOTARY SEAL HERE)

Holly H Jalleh
Notary Public
Printed Name:
My Commission Expires:

HOLLY H. JALLEH
MY COMMISSION # EE 169340
EXPIRES: April 24, 2016
Bonded Thru Budget Notary Services

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness No. 1 Signature: _____
Printed Name: DAWN ADAMS

Witness No. 2 Signature: _____
Printed Name: MELISSA GRAY

_____
Loan Nguyen

STATE OF LOUISIANA

PARISH OF ST. JOHN

The foregoing instrument was acknowledged before me this the 28th day of May, 2015, by Loan Nguyen, who is known to me or who has produced Louisiana Drivers Lic. #006388437 as photo identification.

(AFFIX NOTARY SEAL HERE)

MICHELLE L. SWEENEY NOTARY PUBLIC ST. JOHN, LA COMM #58124

_____
Notary Public
Printed Name: Michelle L. Sweeney
My Commission Expires: AT DEATH

Michelle L. Sweeney
NOTARY PUBLIC
LA Commission #58124

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11453 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 12/08/2016
Issue: Action Item - Quail Ridge Subdivision Conversion
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning the Review of Quail Ridge Subdivision Conversion

The recommendation and backup will be distributed under separate cover.

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
No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11416 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 12/08/2016
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

January 5, 2017

A. 5:45 p.m - A Public Hearing to Amend the Official Zoning Map to include the following Rezoning Cases Heard by the Planning Board on December 6, 2016.

1. Case No.:	**Z-2016-10**
Address:	Beulah Road, 10035 Beulah Road, 10000 BLK Beulah Road, 10000 BLK Rebel Road
Property Reference No.:	06-1S-31-1101-006-001; 06-1S-31-1102-000-001; 06-1S-31-1102-000-000; 06-1S-31-1102-000-003
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Joe Rector, Agent for John & Margarita Berry, Charles & Shirley Rettew, John & Angela Russo, Owners
2. Case No.:	**Z-2016-12**
Address:	599 Fairfield Drive
Property Reference No.:	12-2S-31-1403-000-004
From:	HDR, High Density Residential district (18 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:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Frederick & Dorothy Bourquet, Owner

3. Case No.:	***Z-2016-13***
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
From:	HDR, High Density Residential district (18 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:	3
Request by:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner

B. 5:46 p.m. - A Public Hearing - Large Scale Map Amendment - 11975 Beulah Road - LSA-2016-03 (first of two public hearings)

C. 5:47 p.m. - A Public Hearing - Spot Zoning Ordinance

D. 5:48 p.m. - A Public Hearing - Ordinance Removing the OLF Saufley Airport Out of the Comprehensive Plan - CPA-2016-02 (second of two public hearings)

E. 5:49 p.m. - A Public Hearing - Large Scale Map Amendment 2016-02 - Saufley Field Road (second of two public hearings)

F. 5:50 p.m. - A Public Hearing to Amend the Official Zoning Map to include the following Rezoning Case Heard by the Planning Board on October 4, 2016.

Case No.:	***Z-2016-08***
Address:	5700 Block Saufley Field Road
Property Reference No.:	02-2S-31-3000-002-002
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	I, Industrial **(MU-S, Mixed-Use Suburban, pending approval of 5:49 p.m. PH)**
Commissioner District:	1
Requested by:	David Fitzpatrick, Agent for Todd Stafford, Owner

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11440 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Approval of Agreement of Resignation, Appointment and Acceptance in Connection with Certain Bonds Issued On Behalf of Gulf Power Company
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Approving an Agreement of Resignation, Appointment and Acceptance in Connection with Certain Bonds Issued on Behalf of Gulf Power Company - Jolinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board adopt and authorize the Chairman to execute the Resolution approving the Agreement of Resignation, Appointment and Acceptance (the "Agreement") among the County, as the issuer of the Bonds on behalf of Gulf Power Company, The Bank of New York Mellon Trust Company, N.A. (the "Prior Trustee"), and U.S. Bank National Association (the "Successor Trustee"), which Agreement approves the resignation of the Prior Trustee and the appointment of the Successor Trustee.

BACKGROUND:

On April 15, 2003, the County issued on behalf of Gulf Power its $32,550,000 Pollution Control Revenue Refunding Bonds (Gulf Power Company Project), Series 2003 (the "Series 2003 Bonds"), pursuant to a Trust Indenture dated as of April 1, 2003 (the "2003 Indenture"), between the County and the Prior Trustee. On March 31, 2009, the County issued on behalf of Gulf Power its (i) $65,000,000 Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), First Series 2009 (the "First Series 2009 Bonds"), pursuant to a Trust Indenture dated as of March 1, 2009 (the "First Series 2009 Indenture"), between the County and the Prior Trustee and (ii) $65,400,000 Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), Second Series 2009 (together with the Series 2003 Bonds and the First Series 2009 Bonds, the "Bonds"), pursuant to a Trust Indenture dated as of March 1, 2009 (together with the 2003 Indenture and First Series 2009 Indenture, the "Indentures") between the County and the Prior Trustee. Gulf Power has advised the County that (i) the Prior Trustee desires to resign from the trusts created pursuant to the Indentures and (ii) the Successor Trustee is willing to accept appointment as Successor Trustee and has requested the County enter into the Agreement.

BUDGETARY IMPACT:

The County will not be required to make any payments or incur any costs with respect to the adoption of the Resolution or approval of the Agreement. The County shall be also reimbursed by the Borrower for out of pocket expenses as outlined in Chapter 46, Article VII, of the County's Code of Ordinances (the "Conduit Bonds Ordinance").

LEGAL CONSIDERATIONS/SIGN-OFF:

JoLinda Herring, Bryant Miller Olive P.A., the County's Bond Counsel, will review the Agreement on behalf of the County to insure that the County has no liability or obligation under the Agreement or creates any obligation under the Bonds.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

Gulf Power will be required to comply with any applicable requirements of the Conduit Bonds Ordinance, if any, with respect to adoption of the Resolution and approval of the Agreement.

IMPLEMENTATION/COORDINATION:

None.

Attachments

Resolution

RESOLUTION NO. R2016-___

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE IN CONNECTION WITH THE RESIGNATION OF THE PRIOR TRUSTEE (HEREIN DEFINED) AND THE APPOINTMENT OF A SUCCESSOR TRUSTEE (HEREIN DEFINED) UNDER CERTAIN INDENTURES AUTHORIZING BONDS ISSUED ON BEHALF OF GULF POWER COMPANY, ALL AS HEREIN DESCRIBED; AUTHORIZING THE EXECUTION AND DELIVERY OF REPLACEMENT BONDS (HEREIN DEFINED); MAKING OTHER AGREEMENTS IN CONNECTION THEREWITH; PROVIDING AN EFFECTIVE DATE

WHEREAS, on April 15, 2003, Escambia County, Florida (the "County"), issued on behalf of Gulf Power Company (the "Company") its $32,550,000 Pollution Control Revenue Refunding Bonds (Gulf Power Company Project), Series 2003 (the "Series 2003 Bonds"), pursuant to a Trust Indenture dated as of April 1, 2003 (the "2003 Indenture"), between the County and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"); and

WHEREAS, on March 31, 2009, the County issued on behalf of the Company its (i) $65,000,000 Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), First Series 2009 (the "First Series 2009 Bonds"), pursuant to a Trust Indenture dated as of March 1, 2009 (the "First Series 2009 Indenture"), between the County and the Trustee and (ii) $65,400,000 Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), Second Series 2009 (together with the Series 2003 Bonds and the First Series 2009 Bonds, the "Bonds"), pursuant to a Trust Indenture dated as of March 1, 2009 (together with the 2003 Indenture and First Series 2009 Indenture, the "Indentures"), between the County and the Trustee; and

WHEREAS, the Company has advised the County that the Trustee desires to resign from the trusts created pursuant to the Indentures (hereafter, the "Prior Trustee") and that U.S. Bank National Association is willing to accept appointment as successor Trustee (the "Successor Trustee") and has requested the County (i) enter into an Agreement of Resignation, Appointment and Acceptance (the "Agreement") among the County, the Prior Trustee and the Successor Trustee and (ii) execute new Bonds (the "Replacement Bonds") reflecting the acceptance of appointment of the Successor Trustee; and

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

SECTION 1. APPROVAL OF AGREEMENT.

The Chairman or the Vice Chairman of the Board of County Commissioners (the "Board"), the Clerk and the Deputy Clerk of the Board are hereby authorized and directed to execute and deliver the Agreement in substantially the form attached hereto as Exhibit "A" with such changes or additions thereto or deletions therefrom as the official executing the same shall approve, which approval shall be conclusively evidenced by his execution of such instrument. The Clerk or the Deputy Clerk of the Board is hereby authorized and directed to affix the official seal of the County to such instrument and to attest the same.

SECTION 2. EXECUTION AND DELIVERY OF REPLACEMENT BONDS.

The Replacement Bonds are in the form and contain the terms and provisions provided in their respective Indentures. The Chairman or the Vice Chairman of the Board is hereby authorized and directed to execute the Replacement Bonds on behalf of the County, and the Clerk or the Deputy Clerk of the Board is hereby authorized and directed to affix the official seal of the County to the Replacement Bonds and to attest the same. The officers executing the Replacement Bonds are hereby authorized and directed to deliver the Replacement Bonds so executed to the Successor Trustee for authentication.

SECTION 3. AUTHORIZATIONS.

The officials of the County and any person or persons designated and authorized by any official of the County to act in the name and on behalf of the County, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the County such other acts, to execute and deliver or cause to be executed and delivered in the name and on behalf of the County such other notices, requests, directions, consents, approvals, certificates, further assurances or other instruments or communications, under the seal of the County, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this resolution and the Agreement.

SECTION 4. NO PERSONAL LIABILITY.

No covenant, stipulation, obligation or agreement herein contained or contained in the Agreement or any of the other documents executed by or on behalf of the County in connection therewith shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the County or its governing body in his individual capacity, and neither the members of the Board nor any official executing the Agreement shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5. REPEALING CLAUSE.

All restrictions or resolutions or portions thereof in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 8th day of December, 2016, in regular session, by the Board of County Commissioners of Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legality:

By: _____
Deputy County Attorney

Exhibit A: Agreement

EXHIBIT "A"

FORM OF AGREEMENT

This **Agreement of Resignation, Appointment and Acceptance** (this "Agreement") by and among **Escambia County, Florida**, a "local agency" as defined in the Florida Industrial Development Financing Act, being Part II of Chapter 159, Florida Statutes, Sections 159.25 through 159.431, Florida Statutes, as amended and a political subdivision of the State of Florida (the "Issuer"), **The Bank of New York Mellon Trust Company, N.A.**, a national banking association duly organized and existing under the laws of the United States (the "Prior Trustee"), and **U.S. Bank National Association**, a national banking association duly organized and existing under the laws of the United States and having a corporate trust office at U.S. Bank National Association, Global Corporate Trust Services, 111 Fillmore Ave. E., St. Paul, Minnesota 55107, telephone number: (800) 934-6802 (the "Successor Trustee"), is dated as of December 9, 2016.

RECITALS:

WHEREAS, the Issuer and the Prior Trustee entered into the Trust Indentures detailed on Schedule I hereto (together, the "Indentures"), which Indentures provided for the issuance of the series of Bonds set forth on Schedule I (together, the "Bonds");

WHEREAS, the Prior Trustee desires to resign from the trusts created pursuant to the Indentures and the Issuer desires to appoint the Successor Trustee as Trustee (as defined in the applicable Indenture), registrar, paying agent and tender agent to succeed the Prior Trustee in such capacities under the Indentures; and

WHEREAS, the Successor Trustee is willing to accept such appointment as successor Trustee, registrar, paying agent and tender agent under the Indentures.

NOW, THEREFORE, the Issuer, the Prior Trustee and the Successor Trustee, for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

ARTICLE I

THE PRIOR TRUSTEE

SECTION 1.01. Pursuant to Section 9.06 of the Indentures, on December 9, 2016, the Prior Trustee notified the Issuer that the Prior Trustee is resigning as Trustee, registrar, tender agent and from all other capacities which it may act under the Indentures effective on January 11, 2017 (the "Effective Date")

SECTION 1.02. The Prior Trustee hereby assigns, transfers, delivers and confirms to the Successor Trustee all the right, title and interest of the Prior Trustee in and to the trusts under the Indentures and all the estates, properties, rights, powers, trusts, duties and obligations of the Trustee under the Indentures. The Prior Trustee shall execute and deliver such further instruments and shall do such other things as the Successor Trustee or the Issuer may reasonably require so as to more fully and certainly vest and confirm in the Successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Trustee as Trustee.

Further, the Prior Trustee hereby represents and warrants to the Issuer and the Successor Trustee that:

(a) No covenant or condition contained in the Indentures has been waived by the Prior Trustee or, to the knowledge of the undersigned officer of the Prior Trustee, after conducting reasonable diligence, by the holders of the percentage in aggregate principal amount of the Bonds required by the Indentures to effect any such waiver.

(b) There is no action, suit or proceeding pending or, to the knowledge of the undersigned officer of the Prior Trustee, after conducting reasonable due diligence, threatened against the Prior Trustee before any court or any governmental authority arising out of any action or omission by the Prior Trustee as Trustee under the Indentures.

(c) To the knowledge of the undersigned officer of the Prior Trustee, as of the Effective Date of this Agreement, the Prior Trustee will hold no moneys or property under the Indentures.

(d) This Agreement has been duly authorized, executed and delivered on behalf of the Prior Trustee and to the knowledge of the undersigned officer of the Prior Trustee, assuming the due authorization, execution and delivery hereof by the Issuer and the Successor Trustee, constitutes its legal, valid and binding obligation.

(e) The registration books of the Prior Trustee reflect the outstanding principal amount of the respective Bonds as more fully set forth in Schedule I.

SECTION 1.03. The Prior Trustee shall deliver to the Successor Trustee, as of or promptly after the Effective Date hereof, all of the documents in its possession listed on **Exhibit A** hereto.

ARTICLE II

THE ISSUER

SECTION 2.01. The Issuer hereby accepts the resignation of the Prior Trustee as Trustee, registrar, tender agent and from any other capacity in which it may act under the Indentures. The Issuer hereby appoints the Successor Trustee as Trustee, registrar, paying agent and tender agent under the Indentures with like effect as if originally named as Trustee, registrar, paying agent and tender agent in the Indentures.

SECTION 2.02. The officer of the Issuer executing this Agreement on behalf of the Issuer hereby certifies that the Issuer has the power and authority to: (a) accept the Prior Trustee's resignation as Trustee, registrar, paying agent and tender agent under the Indentures; (b) appoint the Successor Trustee as Trustee, registrar, paying agent and tender agent under the Indentures; and (c) execute and deliver such agreements and other instruments as may be necessary or desirable to effectuate the succession of the Successor Trustee as Trustee, registrar, paying agent and tender agent under the Indentures.

SECTION 2.03. The Issuer agrees to give, or cause to be given, prompt notice of the appointment of the Successor Trustee to be mailed to all parties required under the Indentures or published in accordance with the provisions of Section 9.08 of the Indentures, substantially in the form of **Exhibit B** attached hereto.

SECTION 2.04. The Issuer hereby represents and warrants to the Prior Trustee and the Successor Trustee that:

(a) the Issuer is a "local agency" as defined in the Florida Industrial Development Financing Act, being Part II of Chapter 159, Florida Statutes, Sections 159.25 through 159.431, Florida Statutes, as amended and a political subdivision of the State of Florida duly created and validly existing pursuant to the laws of the State of Florida;

(b) this Agreement has been duly and validly authorized, executed and delivered by the Issuer and, assuming the due authorization, execution and delivery hereof by the Prior Trustee and the Successor Trustee, constitutes a legal, valid and binding obligation of the Issuer;

(c) the Issuer has not appointed any Trustee other than the Prior Trustee and its predecessors; and

(d) the Issuer will continue to perform its obligations under the Indentures.

ARTICLE III

THE SUCCESSOR TRUSTEE

SECTION 3.01. The Successor Trustee hereby represents and warrants to the Prior Trustee and to the Issuer that:

(a) the Successor Trustee is qualified and eligible under the provisions of Section 9.08 of the Indentures to be appointed successor Trustee and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(b) this Agreement has been duly and validly authorized, executed and delivered by the Successor Trustee and, assuming the due authorization, execution and delivery hereof by the Issuer and the Prior Trustee, constitutes a legal, valid and binding obligation of the Successor Trustee.

SECTION 3.02. The Successor Trustee hereby accepts its appointment as successor Trustee under the Indentures and accepts the estates, properties, rights, powers, trusts, duties and obligations of the Prior Trustee as Trustee, registrar, paying agent and tender agent under the Indentures, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee, registrar, paying agent and tender agent under the Indentures.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. This Agreement and the appointment and acceptance effected hereby shall be effective as of the Effective Date.

SECTION 4.02. This Agreement shall be governed by and construed in accordance with the laws of the applicable Indentures, and except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the applicable Indenture shall have the meaning assigned to them in the applicable Indenture.

SECTION 4.03. Notwithstanding the resignation of the Prior Trustee effected hereby, the Issuer shall remain obligated under the applicable Sections of the Indentures to compensate and reimburse the Prior Trustee in connection with its trusteeship under the Indentures, including carrying out its duties under this Agreement, subject to the terms of the Indentures. The Prior Trustee acknowledges and agrees that nothing contained herein or otherwise shall constitute an assumption by the Successor Trustee of any liability of the Prior Trustee arising out of any breach by the Prior Trustee in the performance or non-performance of the Prior Trustee's duties as Trustee, registrar, paying agent or tender agent under the Indentures. The Successor Trustee acknowledges and agrees that nothing contained herein or otherwise shall constitute an assumption by the Prior Trustee of any liability of the Successor Trustee arising

out of any breach by the Successor Trustee in the performance or non-performance of the Successor Trustee's duties as Trustee, registrar, paying agent and tender agent under the Indentures.

SECTION 4.04. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 4.05. The Issuer acknowledges that, in accordance with Section 326 of the USA Patriot Act, the Successor Trustee, like all financial institutions, and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with Successor Trustee. The Issuer agrees that it will provide the Successor Trustee with such information as it may request in order for the Successor Trustee to satisfy the requirements of the USA Patriot Act.

SECTION 4.06. The Issuer, the Prior Trustee and the Successor Trustee hereby acknowledge receipt of an executed and acknowledged counterpart of this Agreement and the effectiveness thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged all as of the day and year first above written.

Escambia County, Florida, as Issuer

By: _____
Name:
Title:

The Bank of New York Mellon Trust Company, N.A., as Prior Trustee

By: _____
Name:
Title:

U.S. Bank National Association, as Successor Trustee

By: _____
Name:
Title:

Exhibit A to Exhibit A of Resolution

Documents to be delivered to Successor Trustee (all of which may be in electronic form):

1. Executed copy of Indentures listed on Schedule I to the Agreement.
2. File of closing documents from initial issuance of the Bonds.
3. Certified list of Holders (as defined in the Indentures) as of January 11, 2017, including certificate detail and all "stop transfers" and the reason for such "stop transfers" (or, alternatively, if there are a substantial number of registered Holders, the computer tape reflecting the identity of such Holders).
4. Copies of any official notices sent by the Prior Trustee to the Issuer or the Holders pursuant to the terms of the applicable Indenture during the past twelve (12) months not otherwise publicly available.
5. All unissued Bond inventory.
6. Any moneys, property or collateral held in relation to the Bonds.
7. All original vault documents, including surety bonds, letters of credit, notes and other similar documents.

Exhibit B to Exhibit A of Resolution

Notice

$[AMOUNT]
[SERIES]
(the "Bonds")
CUSIP [ ]

NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE BENEFICIAL OWNERS OF THE SUBJECT BONDS. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER.

NOTICE IS HEREBY GIVEN, pursuant to Section 9.06 of the Trust Indenture dated as of [INDENTURE DATE] (the "Indenture") by and between Escambia County, Florida (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as Trustee, that The Bank of New York Mellon Trust Company, N.A. has resigned as Trustee under the Indenture.

Pursuant to Section 9.08 of the Indenture, U.S. Bank National Association, a national banking association, duly organized and existing under the laws of the United States, has accepted appointment as Trustee under the Indenture. The address of the corporate trust office of U.S. Bank National Association is U.S. Bank National Association, Global Corporate Trust Services, 111 Fillmore Ave. E., St. Paul, Minnesota 55107, telephone number: (800) 934-6802.

The Bank of New York Mellon Trust Company, N.A.'s resignation as Trustee and the appointment of U.S. Bank National Association as successor Trustee will be effective as of the opening of business on January 11, 2017.

Dated: December 9, 2016

By: U.S. Bank National Association
As Successor Trustee

cc: Gulf Power Company

Schedule I

1. Trust Indenture, dated as of April 1, 2003, between Escambia County, Florida and The Bank of New York Mellon Trust Company, N.A., as successor trustee, relating to $32,550,000 Pollution Control Revenue Refunding Bonds (Gulf Power Company Project), Series 2003

2. Trust Indenture, dated as of March 1, 2009, between Escambia County, Florida and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to $65,000,000 Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), First Series 2009

3. Trust Indenture, dated as of March 1, 2009, between Escambia County, Florida and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to $65,400,000 Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), Second Series 2009

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11138 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Authorization for Access and Signature for the Transit Award Management System
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Access and Signature for the Transit Award Management System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Transit Award Management System (TrAMS) Memo:

A. Authorize the Chairman to sign the Designation of Signature Authority for the Transit Award Management System (TrAMS) Memo; and

B. Authorize the Chairman to obtain a Personal Identification Number (PIN) so that the Chairman may, on behalf of Escambia County, Florida, file and execute applications and documents required for Federal Transit Administration (FTA) Grants. These applications and documents include, but are not limited to the annual Certifications and Assurances.

BACKGROUND:

The FTA annually publishes Certifications and Assurances that must be signed by the Chairman of the Escambia County Board of County Commissioners. They also require that these same Certifications and Assurances to be pinned in the TrAMS. County Staff requests that the Chairman be approved to be assigned a PIN by FTA by signing the included memo - the format for which was provided by the FTA.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, ECAT staff will submit signed Memo to FTA. The Chairman will be authorized to have a PIN and ECAT staff will assist with pinning the Certifications and Assurances into TrAMS.

Attachments

TrAMS memo

DESIGNATION OF SIGNATURE AUTHORITY

for the

TRANSIT AWARD MANAGEMENT SYSTEM

(TrAMS)

The officials identified below hereby authorize Douglas B. Underhill, Chairman to be assigned, and to use, a Personal Identification Number (PIN) in TrAMS in connection with the execution of the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), submission of FTA grant applications, and the execution of FTA grant awards, in each case on their behalf and on behalf of Escambia County, FL.

Board of County Commissioners
Escambia County, Florida

_____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Kristin Hual
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11368 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
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 for the Public Safety Department, for property which is described and listed on the Form, 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.

Attachments

Property Disposition Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330401

Tamika L. Williams DATE: 11/14/16

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	55747	LP332CDN Color Printer	Q3760900169	Lanier	2007	Poor

Disposal Comments: The color printer is in a non-working condition due to the parts being obsolete it is too costly to continue making the necessary repairs.

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: 11/14/2016

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-11394 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Noise Waiver for New Year's Eve Fireworks Display at Pensacola Beach Pier
From: Donald R. Mayo, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display at Pensacola Beach Pier - Harry T. Gibson, Building Services Interim Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, to be held at the Pensacola Beach Pier, beginning 12:00 a.m., through 12:10 a.m., January 1, 2017.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective.

Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Application
Site Map
SRIA Approval

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: SE 16112189	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:**
Owner's Name: Lansden E. Hill Jr.		**Phone Number:**
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Pensacola Beach Pier @ 41 Pickens Rd. @ midnight 12/31/16		**Lot or Apt. Number:**

Limited Waiver Section Only

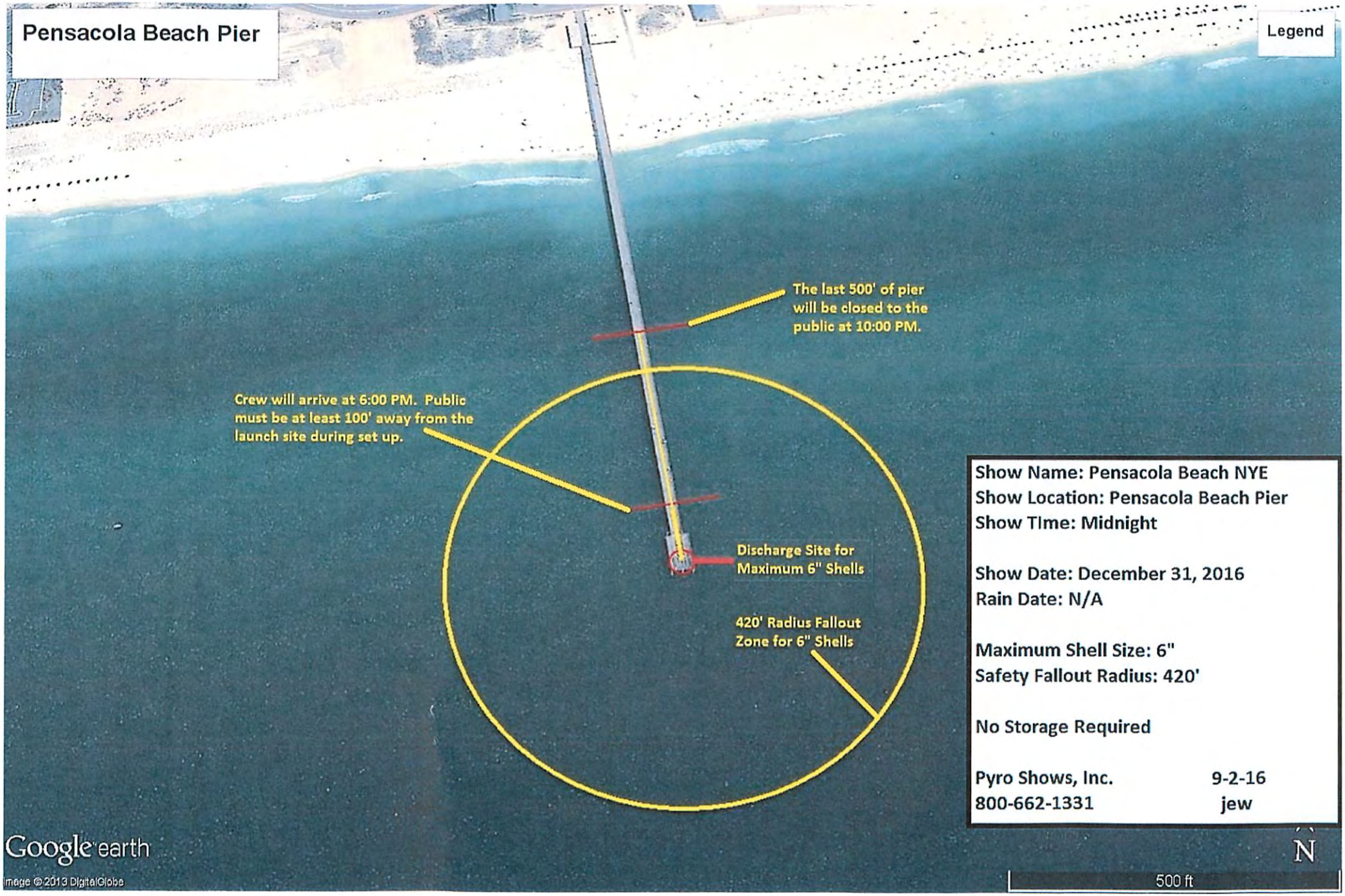
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 1/1/17	***Description of Activity:*** For Pensacola Beach Chamber of Commerce
Beginning Time: 12:00 AM ***Ending Time:*** 12:10 AM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 11-1-2016
Applicant Signature: Lansden E. Hill Jr.	


Pensacola Beach Pier
Legend
The last 500' of pier will be closed to the public at 10:00 PM.
Crew will arrive at 6:00 PM. Public must be at least 100' away from the launch site during set up.
Discharge Site for Maximum 6" Shells
420' Radius Fallout Zone for 6" Shells
Show Name: Pensacola Beach NYE
Show Location: Pensacola Beach Pier
Show TIme: Midnight
Show Date: December 31, 2016
Rain Date: N/A
Maximum Shell Size: 6"
Safety Fallout Radius: 420'
No Storage Required
Pyro Shows, Inc. 9-2-16
800-662-1331 jew
Google earth
Image © 2013 DigitalGlobe
N
500 ft

Christy Rigney

From: Cheryle Dill <cheryle_dill@sria-fla.com>
Sent: Thursday, October 13, 2016 11:09 AM
To: Christy Rigney
Cc: Robbie Schrock; Paolo Ghio; Charles R. Morgan; Frank Forte; David E. Greenwood
Subject: RE: Notification Letter PBCC Casino Beach NYE

Christy,

Thank you for notifying us of the upcoming fireworks display scheduled for December 31, 2016. Please consider this email as our acknowledgement, approval and notification to all parties needing the information.

Cheryle Dill

Santa Rosa Island Authority

Human Resources and Event Coordinator

1 Via De Luna Drive

Pensacola Beach, Fl 32561

Office: 850-932-2257 Ext. 231

Cell: 850-797-2957

Fax:850-932-1866

SANTA ROSA ISLAND AUTHORITY

SRIA Mission: "To promote tourism, manage growth and provide entertainment in a safe, clean, eco-friendly environment."

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11401 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Community Redevelopment Agency Meeting Minutes, October 20, 2016
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 20, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 20, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:
On October 20, 2016 the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:
It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:
There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMINUTES_October202016

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
October 20, 2016
8:45 a.m.

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

Present:	Lumon May, Commissioner, District 3 - Chairman
	Wilson Robertson, Commissioner, District 1
	Steven Barry, Commissioner, District 5
Absent:	Doug Underhill, Commissioner, District 2
	Grover Robinson, IV, Commissioner, District 4
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Chip Simmons, Assistant County Administrator
	Tonya Gant, Department Director
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant
	Judy Whitterstaeter, Agenda Program Coordinator

Call to Order. **9:04 a.m.**

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 22, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 22, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Wilson Robertson

Vote: 3 - 0

Other: Commissioner, District 2 Doug Underhill (ABSENT)
Commissioner, District 4 Grover Robinson, IV (ABSENT)

2 Recommendation Concerning to Conduct a Public Hearing to Consider Adoption of the Ensley Redevelopment Area Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to Conduct a Public Hearing at 5:31 p.m., to consider adoption of the Ensley Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

Motion made by Commissioner, District 1 Wilson Robertson, Seconded by Commissioner, District 5 Steven Barry

Vote: 3 - 0

Other: Commissioner, District 2 Doug Underhill (ABSENT)
Commissioner, District 4 Grover Robinson, IV (ABSENT)

3 Recommendation Concerning to conduct a Public Hearing to adopt the Ensley Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action concerning an Ordinance to establish the Ensley Redevelopment Trust Fund:

A. Conduct a Public Hearing at 5:32 p.m., for consideration to Adopt an Ordinance of Escambia County, Florida relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Ensley Redevelopment District projects; providing for short title; Providing for legislative findings; Providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date; and

B. Authorize the Chairman to sign and execute the Ordinance.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Wilson Robertson

Vote: 3 - 0

Other: Commissioner, District 2 Doug Underhill (ABSENT)
Commissioner, District 4 Grover Robinson, IV (ABSENT)

4 Recommendation Concerning to Conduct a Public Hearing to Consider Adoption of the Atwood Redevelopment Area Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to Conduct a Public Hearing at 5:33 p.m., for consideration to adopt the Atwood Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Wilson Robertson

Vote: 3 - 0

Other: Commissioner, District 2 Doug Underhill (ABSENT)
Commissioner, District 4 Grover Robinson, IV (ABSENT)

5 Recommendation Concerning to Conduct a Public Hearing to Consider Adoption of the Atwood Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action concerning an Ordinance to establish the Atwood Redevelopment Trust Fund:

A. Conduct a Public Hearing at 5:34 p.m., for consideration to Adopt an Ordinance of Escambia County, Florida relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Atwood Redevelopment District projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date; and

B. Authorize the Chairman to sign and execute the Ordinance.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Wilson Robertson

Vote: 3 - 0

Other: Commissioner, District 2 Doug Underhill (ABSENT)
Commissioner, District 4 Grover Robinson, IV (ABSENT)

III. Budget/Finance

1 Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3740 North Pace Boulevard:

A. Approve the following Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for property located at 3740 North Pace Boulevard:

1. The Agreements between Escambia County CRA and LOJ, LLC, owner of commercial property located at 3740 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of $962 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Cost Center 370115, Object Code 58301, for parking lot improvement; and

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Wilson Robertson

Vote: 3 - 0

Other: Commissioner, District 2 Doug Underhill (ABSENT)
Commissioner, District 4 Grover Robinson, IV (ABSENT)

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements -Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following 11 Residential Rehab Grant Program Funding and Lien Agreements:

1 . The Agreements between Escambia County CRA and JC and Ann Beau, owners of residential property located at 215 North Old Corry Field

Road, Brownsville Redevelopment District, each in the amount of $2,645 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;

2. The Agreements between Escambia County CRA and Thomas E. Bosso, owner of residential property located at 504 South 1st Street, Warrington Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof and install central heating and air conditioning system;

3. The Agreements between Escambia County CRA and Brian M. Curley, owner of residential property located at 3104 West Gadsden Street, Brownsville Redevelopment District, each in the amount of $1,693 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;

4. The Agreements between Escambia County CRA and Samuel W. Edwards, owner of residential property located at 724 Lakewood
Road, Barrancas Redevelopment District, each in the amount of $3,142 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

5. The Agreements between Escambia County CRA and Patrick F. Finan, owner of residential property located at 409 Labree Road, Warrington Redevelopment District, each in the amount of $3,650 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

6. The Agreements between Escambia County CRA and Jeff C. Kennedy, owner of residential property located at 111 Syrcle Drive, Warrington Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring and install new windows;

7. The Agreements between Escambia County CRA and Reta A. and Manley P. George III, owners of residential property located at 216 Bryant
Road, Warrington Redevelopment District, each in the amount of $1,200 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

8. The Agreements between Escambia County CRA and John R. Ryan, owner of residential property located at 107 Payne Road, Warrington Redevelopment District, each in the amount of $3,466 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and electrical rewiring;

9. The Agreements between Escambia County CRA and Kathy L. Saldana, owner of residential property located at 210 Bryant Road, Warrington Redevelopment District, each in the amount of $3,090 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and replace roof;

10. The Agreements between Escambia County CRA and Terri Stine, owner of residential property located at 12 Nimitz Court, Barrancas Redevelopment District, each in the amount of $5,682 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install new windows;

11. The Agreements between Escambia County CRA and Joy K. Weirick,, owner of residential property located at 4544 Monpellier Road, Palafox Redevelopment District, each in the amount of $3,388 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, to install new windows;

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Wilson Robertson

Vote: 3 - 0

Other: Commissioner, District 2 Doug Underhill (ABSENT)
Commissioner, District 4 Grover Robinson, IV (ABSENT)

3 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

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

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

Property Owners	Address	Amount
Susan H. Herrington	267 Seamarge Lane	$1,267
Bernard and Dorothy Jacobs	400 Rue Max Avenue	$1,275
Stella M. Reynolds	2411 North E Street	$1,450

Edward W. Spainhower and Bobbi Jeanne Miller-Allbaugh	1006 Decatur Avenue	$2,936

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Wilson Robertson

Vote: 3 - 0

Other: Commissioner, District 2 Doug Underhill (ABSENT)
Commissioner, District 4 Grover Robinson, IV (ABSENT)

IV. Discussion/Information Items

Adjournment. **9:15 a.m.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11438 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Waste Services - Request for Disposition of Property
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Requests for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the three Request for Disposition of Property Forms from the Waste Services Department, for two F350 4x4 Service Trucks, one Hobart Welder, one Yale forklift, one Caterpillar Wheel Loader and one Ford E350 Van (Form 1); one IH 8200 Tractor (Form 2); and, one HP 5N Laserjet Printer (Form 3). All property is described and listed on the Disposition 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 Requests 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.

BUDGETARY IMPACT:
Possible recoup of funds if/when property goes to auction.

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:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Disposition of Property_12_08_2016

---

(1)

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306 / 230314

Dennis Rigby DATE: 8/8/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 937-2166

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	48778	Ford F350 4x4 Service Truck	1FDWF37S9YED88289	F350	2000	Poor
N	49020	Hobart Welder	500434		2000	Poor
N	49154	Ford F350 4x4 Service Truck	1FDWF37S3YEE26082	F350	2000	Fair
N	49408	Yale Forklift	A875B11616Y		2001	Fair
N	51836	Caterpillar Wheel Loader	AXX00359	950G	2003	Fair
N	55049	Ford E350 Van	1FBSS31LX6DA77042	E350	2006	Good

Disposal Comments: Auction

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: _____

FROM: Escambia County Department Director (Signature): Brent Schneider for

Director (Print Name): Patrick T. Johnson

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

(2)

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230314

Dennis Rigby DATE: 8/8/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): [signature] Phone No: 937-2166

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	52741	IH 8200 Tractor	HSHGATR4TH241880	8200	1996	Poor

Disposal Comments: Auction

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: _____

FROM: Escambia County Department Director (Signature): Brent Schneider for

Director (Print Name): Patrick T. Johnson

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: Solid Waste COST CENTER NO: 230301

Susan R. Holt DATE: 11/15/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	44452	HP 5N Laserjet Printer	USKB005987	C395A	1996	Poor

Disposal Comments: Printer does not function properly and will be recycled.

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: _____

FROM: Escambia County Department Director (Signature): Brent Schmidt for

Director (Print Name): Patrick Johnson

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-11375 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Declaration of Restrictive Covenant _Camp Five Landfill
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Declaration of Restrictive Covenant for Camp Five Landfill - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action regarding the Declaration of Restrictive Covenant for Camp Five Landfill:

A. Approve and Authorize the recording of the Declaration of Restrictive Covenant required by the Florida Department of Environmental Protection (FDEP) for the Camp Five Landfill, located on County Road 12-A, 3.5 miles southeast of County Road 4 and County Road 99 intersection, Escambia County, Florida;

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

C. Authorize the Chairman to sign the document.

The Florida Department of Environmental Protection (FDEP) has requested that the County provide Ownership and Encumbrance Reports for the County-owned property located on County Road 12-A, 3.5 miles southeast of County Road 4 and County Road 99 intersection, 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.

WARNING: The scope of the County Attorney's review and approval does not include the warranties of title found in Section 9 of the Declaration of Restrictive Covenant and Access Easement Agreement; Section 125.411, Florida Statutes, precludes the County from warranting title or representing any state of facts regarding the same. Purchasing an Ownership and Encumbrance Report, as required by FDEP, would also be contrary to the intent of Section 125.411.

[Funding Source: Fund 401 Solid Waste, Cost Center 230304, Object Code 54901]

BACKGROUND:

The Camp Five Landfill is a closed Class II landfill owned by Escambia County, which operated as a landfill from 1980 until June 30, 1988. The site was closed followed by long-term care activities from 1995-2015. Following completion of the 20 year long-term care period the County and the FDEP began final site closeout discussions. As a condition of closing the site the FDEP has required the County to execute a Declaration of Restrictive Covenant. This is required due to previous groundwater contamination associated with the landfilling activites.

BUDGETARY IMPACT:

Funding for the updated title will be paid from Fund 401 Solid Waste, Cost Center 230304, Object Code 54901.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Stephen West has reviewed and approved the document for legal form and sufficiency. The scope of the County Attorney's review and approval does not include the warranties of title found in Section 9 of the Declaration of Restrictive Covenant and Access Easement Agreement. Section 125.411, Florida Statutes, precludes the County from warranting title or representing any state of facts regarding the same. Purchasing an Ownership and Encumbrance Report, as required by FDEP, would also be contrary to the intent of Section 125.411.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

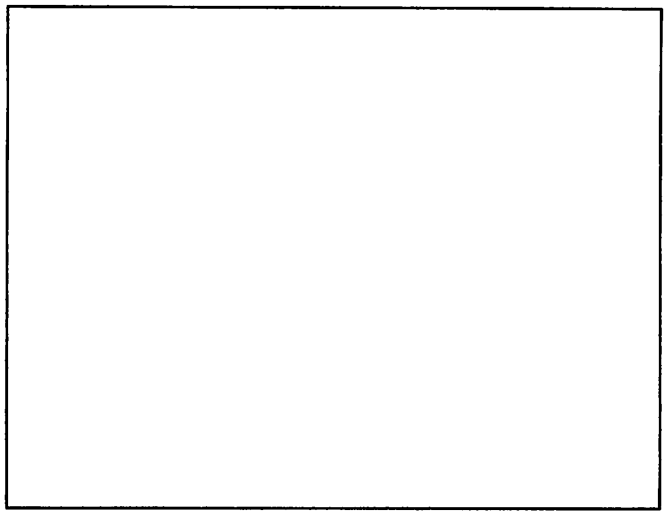
Board approval is necessary to complete this requirement.

IMPLEMENTATION/COORDINATION:

Waste Services staff will coordinate implementation tasks and execute any documents needed to complete the project.

Attachments

Declaration of Restrictive Covenanant Camp V



This instrument prepared by:
Brent Schneider, PE
Engineering and Environmental Quality Manager
Escambia County Waste Services
13009 Beulah Road
Cantonment, FL 32533

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by Escambia County (hereinafter "GRANTOR"), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the owner of that certain real property situated in the County of Escambia, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property");

B. The FDEP Facility Identification Number for the Property is WACS 1689. The facility name at the time of this Declaration is Camp Five Landfill. This Declaration addresses the discharge that was reported to the FDEP on March 21, 2002.

C. The Camp Five Landfill is a closed Class II landfill owned by Escambia County, which operated as a landfill from 1980 until June 30, 1988. Closure construction was certified complete on January 6, 1992, and the final survey and closure declaration were submitted on April 10, 1995 (Permit SF17-264911). The post-closure long-term care permit was renewed in March 2005, and modified in September 2009. Post-closure monitoring of groundwater, as required by permit, began in 1995 and ended in 2015.

The discharge of Iron and ammonia on the Property is documented in the following reports that are incorporated by reference:

1. Eco Summary, BioRecon Report dated March 21, 2002, submitted by FDEP
2. Iron Assessment Report Camp Five Landfill dated October 2006, submitted by Geosyntec Consultants for Escambia County
3. Two-Year Technical Report of Post Closure Water Quality Results:2009-2010, dated May 3, 2011, submitted by URS corporation for Escambia County
4. Review of 2nd half 2010 semi-annual groundwater monitoring report for Camp Five Landfill, dated May 19, 2011, submitted by FDEP
5. Site Assessment Report dated January 2012, submitted by Geosyntec Consultants for Escambia County
6. Response to Site Assessment Report dated February 22, 2012, submitted by FDEP

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property. Also, these reports document that the groundwater contamination does not extend beyond the Property boundary.

E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to end the long term care and groundwater monitoring requirements of the facility upon recordation of this Declaration. Pursuant to Rule 62-701.610(1), F.A.C., FDEP retains regulatory control over any activities that may affect the integrity of the environmental protection measures such as the cover, drainage, liners, monitoring systems, or leachate and stormwater controls. Consultation with the Department is required prior to conducting activities at the closed solid waste disposal facilities. Additionally, if concentrations of Iron or ammonia increase above the levels approved by the Department, or if a subsequent discharge occurs at the Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property to end the long term care and groundwater monitoring requirements of the facility and that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to end the long term care and groundwater monitoring requirements of the facility and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

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

2. GRANTOR hereby imposes the following restrictions and requirements:

a. i. There shall be no use of the groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

a.ii. For any dewatering activities on the Property, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. Attached as Exhibit "B", and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to GRANTOR.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, ESCAMBIA COUNTY has executed this instrument, this _____ day of _____, 20__.

GRANTOR:
ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Name: Douglas B. Underhill
Title: Chairman
Address: 221 Palafox Place, Ste. 400
Pensacola, FL 32502

ATTEST: Pam Childers
Clerk of the Circuit Court Date: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Nov. 23, 2016

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Name: Emile D. Hamilton
Title: Director
Northwest District Office
160 West Government Street, Suite 308
Pensacola, Florida 32502

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of ____, 20 __, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public
Commission No. _____
Commission Expires: _____

EXHIBIT A

Commencing at the Southeast corner of Section 18, Township 5 North, Range 31 West, Escambia County, Florida, thence run North 86 Degrees 52 Minutes 16 Seconds West along the South line of said Section 18 for 1,320.48 feet to the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 18 for the Point of Beginning, thence continue North 86 Degrees 52 Minutes 16 Seconds West along the South line of said Section 18 for 536.65 feet; thence run North 02 Degrees 27 Minutes 24 Seconds East for 660.87 feet; thence run South 86 Degrees 53 Minutes 06 Seconds East for 476.64 feet; thence run North 02 Degrees 27 Minutes 24 Seconds East for 661.00 feet to the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 18; thence run South 86 Degrees 53 Minutes 58 Seconds East along said North line for 60.00 feet to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 18; thence run South 02 Degrees 27 Minutes 24 Seconds West along the East line of said Southwest 1/4 of the Southeast 1/4 for 1,322.00 feet to the Point of Beginning. All lying and being in the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 5 North, Range 31 West, Escambia County, Florida.

EXHIBIT B

REPORT OF TOPOGRAPHIC SURVEY

Legal Description:
(Per OR Book 2786, Page 144)

Commencing at the Southeast corner of Section 18, Township 5 North, Range 31 West, Escambia County, Florida; thence run North 86 degrees 52 minutes 16 seconds West along the South line of said section 18 for 1,320.48 feet to the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 18 for the Point of Beginning; thence continue North 86 degrees 52 minutes 16 seconds West along the South line of said Section 18 for 536.65 feet; thence run North 02 degrees 27 minutes 24 seconds East for 660.87 feet; thence run South 86 degrees 53 minutes 06 seconds East for 476.64 feet; thence run North 02 degrees 27 minutes 24 seconds East for 661.00 feet to the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 18; thence run South 86 degree 53 minutes 58 seconds East along said North line for 60.00 feet to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 18; thence run South 02 degrees 27 minutes 24 seconds West along the East line of said Southwest 1/4 of the Southeast 1/4 for 1,322.00 feet to the Point of Beginning. All lying and being in the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 5 North, Range 31 West, Escambia County, Florida.

Certified to: Escambia County Board of County Commissioners, and the Florida Department of Environmental Protection.

Surveyor's Notes:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon are based on the South line of Section 18, Township 5 North, Range 31 West as being N86°52'16"E (State Plane Coordinate System (Florida North - NAD83 (2011))).
3) For compatibility purposes, the benchmarks and elevations shown hereon are based on the Pittman, Glaze and Associates, Inc. Specific Purpose Survey: Monitor Well Survey a Portion of Section 18, T-5-N, R-31-W, Job No. 30705-04, Dated (Survey) April 26, 2004 for the Escambia County Board of County Commissioners (Ordered by: Joel Woolsey);
   a. Found Concrete Monument
      i. North American Vertical Datum of 1988 (NAVD88) Elevation = 245.54 feet.
      ii. State Plane Coordinate System (Florida North - NAD83)
         1. Northing = 718,365.62 feet
         2. Easting = 1,067,218.49 feet
4) To ensure that any contractor, engineer, or surveyor is on the same vertical datum, it is imperative that they use the benchmarks and elevations shown hereon.
5) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the topographic survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
6) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
7) No existing improvements were located other than those shown hereon.
8) This survey does not reflect, determine, or guarantee ownership.
9) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
10) No attempt was made to locate written or unwritten easements or right of ways.
11) Any item shown hereon and designated as "For Illustrative Purposes Only", has not been field verified by the undersigned, and is for visual representation only.
12) No attempt was made to locate encroachments.
13) No boundary survey was performed for, or during, this topographic survey. Right of way and parcel lines are based on the Pittman, Glaze and Associates, Inc. Specific Purpose Survey: Monitor Well Survey a Portion of Section 18, T-5-N, R-31-W, Job No. 30705-04, Dated (Survey) April 26, 2004 for the Escambia County Board of County Commissioners (Ordered by: Joel Woolsey); and property appraiser's maps. They are "For Illustrative Purposes Only".
14) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
15) The topographic survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
16) The topographic survey and report are not full and complete without the other.
17) No other person(s) and/or entity(ies) other than those certified to above may use this topographic survey or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
18) Documents used in the preparation of this topographic survey: Pittman, Glaze and Associates, Inc. Specific Purpose Survey: Monitor Well Survey a Portion of Section 18, T-5-N, R-31-W, Job No. 30705-04, Dated (Survey) April 26, 2004 for the Escambia County Board of County Commissioners (Ordered by: Joel Woolsey); and Escambia County Property Appraiser's Maps.

POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
21	718044.66'	1067105.31'	252.1'	BOTTOM BANK
22	718033.22'	1067108.80'	253.9'	TOP OF BANK
23	718030.44'	1067115.01'	253.4'	FLOW LINE
25	718051.45'	1067254.82'	252.9'	FLOW LINE
27	718061.17'	1067254.41'	254.6'	TOP OF BANK
28	718073.00'	1067252.01'	251.8'	BOTTOM BANK
33	718110.62'	1067388.34'	250.5'	FLOW LINE
34	718119.99'	1067371.30'	251.1'	BOTTOM BANK
35	718109.03'	1067368.17'	253.0'	TOP OF BANK
36	718094.11'	1067368.12'	251.4'	FLOW LINE
38	718235.48'	1067425.51'	248.7'	FLOW LINE
39	718216.94'	1067404.18'	249.2'	FLOW LINE
40	718229.97'	1067400.83'	250.2'	TOP OF BANK
41	718244.11'	1067396.36'	248.2'	BOTTOM BANK
43	718274.90'	1067441.08'	247.6'	FLOW LINE
44	718334.85'	1067379.67'	245.5'	FLOW LINE
45	718314.57'	1067366.28'	245.6'	FLOW LINE
46	718328.63'	1067361.95'	247.1'	TOP OF BANK
47	718334.73'	1067353.61'	245.8'	BOTTOM BANK
49	718301.62'	1067258.10'	246.9'	BOTTOM BANK
50	718291.51'	1067260.59'	248.3'	TOP OF BANK
51	718262.38'	1067264.18'	246.6'	FLOW LINE
52	718253.44'	1067173.36'	247.2'	FLOW LINE
53	718262.22'	1067176.92'	248.3'	TOP OF BANK
54	718279.37'	1067184.00'	246.8'	BOTTOM BANK
57	718165.21'	1067114.06'	250.2'	BOTTOM BANK
58	718157.19'	1067110.64'	251.2'	TOP OF BANK
59	718146.91'	1067112.51'	250.9'	FLOW LINE
60	718159.45'	1067219.24'	250.5'	FLOW LINE
61	718167.99'	1067219.24'	251.5'	TOP OF BANK
62	718179.30'	1067218.49'	249.9'	BOTTOM BANK
63	718206.41'	1067312.29'	249.4'	BOTTOM BANK
64	718196.69'	1067317.33'	251.7'	TOP OF BANK
65	718185.76'	1067320.55'	249.9'	FLOW LINE
66	718379.04'	1067243.53'	243.6'	GROUND SHOT
75	718392.39'	1067293.13'	242.61'	15" CMP
76	718409.06'	1067280.57'	242.09'	15" CMP

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

CAMP 5 LANDFILL

DRAWING NUMBER: L-5050
SHEET 1
OF 2 SHEETS

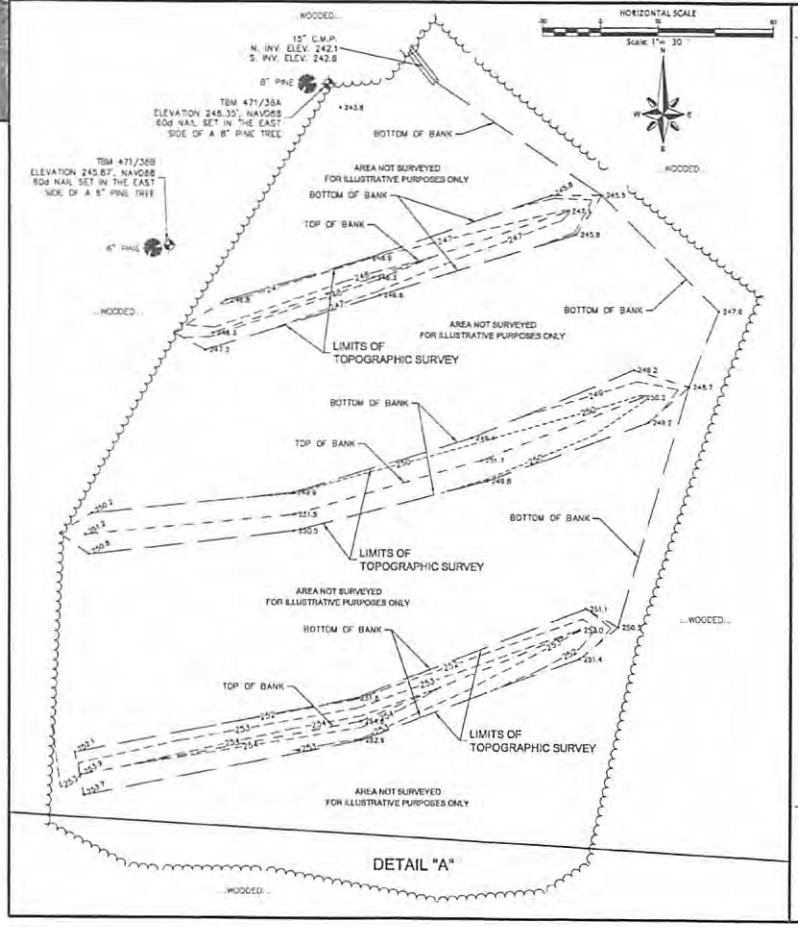
MAP OF TOPOGRAPHIC SURVEY

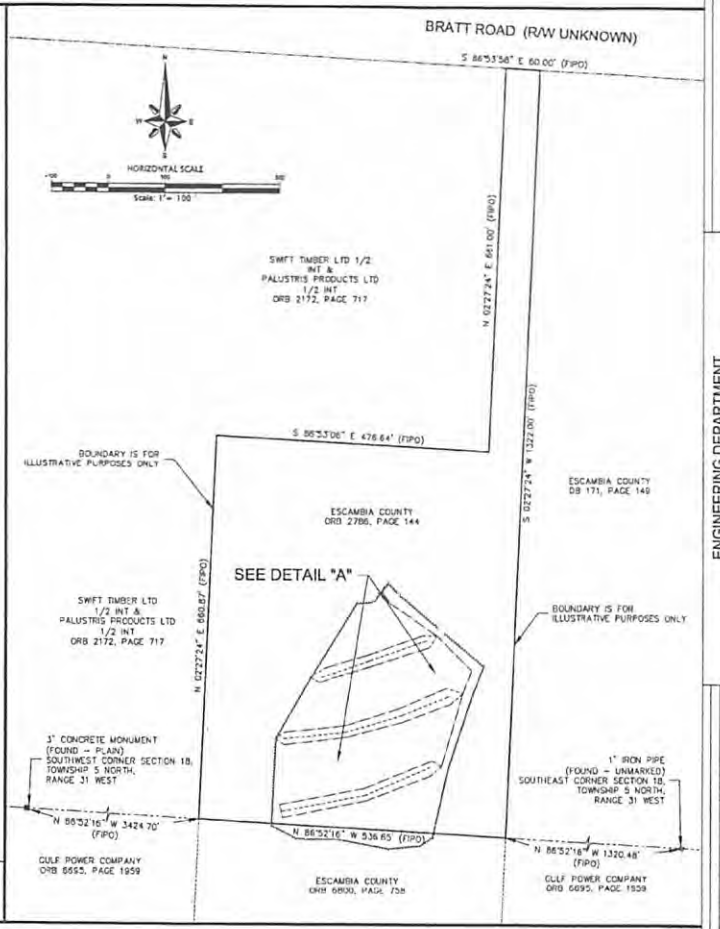
VICINITY MAP

NTS

LEGEND:

DB - DEED BOOK
ORB - OFFICIAL RECORD BOOK
R/W - RIGHT-OF-WAY
INV. ELEV. - INVERT ELEVATION
TBM - TEMPORARY BENCHMARK
C.M.P. - CORRUGATED METAL PIPE
X 246.5 - SPOT ELEVATION
NTS - NOT TO SCALE
(FIPO) - FOR ILLUSTRATIVE PURPOSES ONLY
NAVD88 - NORTH AMERICAN VERTICAL DATUM OF 1988
- PROPERTY LINE
- SECTION LINE
- BOUNDARY LINE
250 - CONTOUR LINE
- R/W LINE
- WOODS LINE
- NOT TO SCALE





Surveyor's Notes:

1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
2) The topographic survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3) The topographic survey and report are not full and complete without the other.
4) See report of topographic survey, Escambia County Engineering Department Project Number 20160003.

UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT VALID.

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

DRAWN BY: M. KORGLAND
FIELD WORK: 2/1/2016 - 3/2/2016
CHECKED BY: D. DAVIS
CHECKED BY: D. DAVIS
DRAWING NUMBER: L-5050
SHEET 2
OF 2 SHEETS

CAMP 5 LANDFILL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11340 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Request for Disposition of Property - Development Services Department
From: Horace Jones, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Development Services Department - Horace L. Jones, Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department for the scanner and printer equipment described on the Disposition Form, which is in bad condition and will be sent for recycling since it is no longer usable.

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 reclycled or properly disposed of.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Florida Statutes 274.07, and Board of County Commissioners Procedures for Disposition of County Property – Section II, Part B.1

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: DEVELOPMENT SERVICES DEPT. COST CENTER NO: 240201

YULANDA SPARKS DATE: 01-NOVEMBER 16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Yulanda Sparks Phone No: 850- 595-3620

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	055274	KIP2200 MAX COLOR SCANNER	9886400931	P2200	2006	POOR
	N/A	KIP2080 PLOTTER. SCANNER	7580600115		2000	POOR
	54127	LASERJET 2430DTN PRINTER	CNGKB12132	LASTERJET 2430DTN	08/21/05	POOR

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Teresa A. Creel

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 11/2/16 Information Technology Technician Signature: Teresa A Creel

Date: 11/4/16

FROM: Escambia County Department Director (Signature): H. Jones

Director (Print Name): Harold Jones

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-11419 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Request for Disposition of Property
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the seven Request for Disposition of Property Forms for the Public Works Department, listing 31 items. The Request Forms have been signed by all applicable authorities.

BACKGROUND:
The Request Forms have been signed by all applicable authorities.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with FS 274.07 and BCC Policy Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Disposal forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Works/Transportation Division/Bob Sikes COST CENTER NO: 140301/140302

David Forte, Division Manager DATE: 8/25/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-595-3405

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	56423	DELL-WORKSTATION CASH UP	475VX91	DELL PRECISION 470	2006	OBSOLETE
N	56422	DELL-WORKSTATION SUPERVISOR	675VX91	DELL PRECISION 470	2006	OBSOLETE
Y	56421	DELL-WORKSTATION LANE 4	NOT AVAILABLE	DELL PRECISION 470	2006	OBSOLETE
Y	56420	DELL-WORKSTATION LANE 3	875VX91	DELL PRECISION 470	2006	OBSOLETE
Y	56419	DELL-WORKSTATION LANE 2	6W7KX91	DELL PRECISION 470	2006	OBSOLETE
N	56417	DELL POWEREDGE 2850 SERVER	OGH613	POWEREDGE 2850	2006	OBSOLETE

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Teresa A. Creel

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

✓ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 9/22/16 Information Technology Technician Signature:

Date: 9/26/16

FROM: Escambia County Department Director (Signature):

Director (Print Name): Joy D. Blackmon, P.E.

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 Works/Transportation Division/Bob Sikes COST CENTER NO: 140301/140302

David Forte, Division Manager DATE: 8/25/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-595-3405

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56409	PELCO DIGITAL VIDEO RECORDER	NOT AVAILABLE	DX8000	2006	JUNK
Y	56410	PELCO DIGITAL VIDEO RECORDER	NOT AVAILABLE	DX8000	2006	JUNK
N	56411	RF READER	NOT AVAILABLE	NOT AVAILABLE	2006	JUNK
N	56412	RF READER	NOT AVAILABLE	NOT AVAILABLE	2006	JUNK
N	56413	RF READER	NOT AVAILABLE	NOT AVAILABLE	2006	JUNK
N	56414	RF READER	NOT AVAILABLE	NOT AVAILABLE	2006	JUNK

Disposal Comments:

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: 9/26/16

FROM: Escambia County Department Director (Signature):

Director (Print Name): Joy D. Blackmon, P.E.

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 Works/Transportation Division/Bob Sikes COST CENTER NO: 140301/140302

David Forte, Division Manager DATE: 8/25/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-595-3405

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56435	COLLECTION BOOTH CONTROL PANEL	NOT AVAILABLE	NOT AVAILABLE	2006	OBSOLETE
Y	56436	COLLECTION BOOTH CONTROL PANE	NOT AVAILABLE	NOT AVAILABLE	2006	OBSOLETE
N	56437	MAGNETIC CONTROL GATE	MIB20-C100	20001791	2006	OBSOLETE
N	56438	MAGNETIC CONTROL GATE	MIB20-C100	20001669	2006	OBSOLETE
N	56439	MAGNETIC CONTROL GATE	MIB20-C100	20001792	2006	OBSOLETE
N	56440	MAGNETIC CONTROL GATE	MIB20-C100	20001789	2006	OBSOLETE

Disposal Comments: _____

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: 9/26/16

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon, P.E.

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 Works/Transportation Division/Bob Sikes COST CENTER NO: 140301/140302

David Forte, Division Manager DATE: 8/25/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-595-3405

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56429	PLC CONTROL PANEL	G0244-4	NOT AVAILABLE	2006	JUNK
N	56430	PLC CONTROL PANEL	NOT AVAILABLE	NOT AVAILABLE	2006	JUNK
N	56431	PLC CONTROL PANEL	NOT AVAILABLE	NOT AVAILABLE	2006	JUNK
Y	56432	PLC CONTROL PANEL	G0244-1	NOT AVAILABLE	2006	JUNK
~~N~~ Y	56433	COLLECTION BOOTH CONTROL PANEL	NOT AVAILABLE	NOT AVAILABLE	2006	OBSOLETE
~~N~~ Y	56434	COLLECTION BOOTH CONTROL PANEL	NOT AVAILABLE	NOT AVAILABLE	2006	OBSOLETE

Disposal Comments: _____

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: 9/26/16

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon, P.E.

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 Bureau: Public Works - Engineering COST CENTER NO: 211601

Rhela McCoy DATE: 25-Aug-16
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Rhela McCoy Phone No: 595-3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	55077	Data Logger Mini Towers (for Pipe Camera Truck)	N/A	N/A	4/10/2006	Bad
N	51157	Ice Maker	H211-06004-2	N/A	9/20/2002	Bad
Y	50472	Laserjet 2200DN Printer	JPBGJ30008	HPC77063A	10/19/2001	Bad - Dead

Disposal Comments:
See email attached re: Datalogger. Printer was Lisa Miller's. Ice Maker replaced.
INFORMATION TECHNOLOGY (IT Technician): Teresa A. Ciol
Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC
✓ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 10/6/16 Information Technology Technician Signature: Teresa A. Ciol

TO: County Administration Date: ____
FROM: Escambia County PW Director (Signature): Joy D. Blackmon

Director (Print Name): Joy Blackmon, P.E.

RECOMMENDATION: Date: ____
TO: Board of County Commissioners
FROM: County Administration

Jack Brown
County Administrator or designee

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 f

From: Rhela McCoy
Sent: Thursday, September 29, 2016 2:13 PM
To: Rhela McCoy
Subject: FW: Inventory: Video Inspection Truck

From: Kevin A. Blanchard
Sent: Tuesday, August 05, 2014 3:13 PM
To: Rhela A. Ransom
Subject: Re: Inventory: Video Inspection Truck

We have #48625.
The computer was swapped out several years ago and never tagged.So no we don't have #55077. POWER EQUIPMENT MFG., INC. Swapped it out when it quit working. I know the tag is still in the truck so maybe they just transferred the number to the new one but never stuck the tag to it cause I think that is just laying in the file cabinet in the truck I will check on that tomorrow AM.

Sent from my iPhone

On Aug 5, 2014, at 11:27 AM, "Rhela A. Ransom" <raransom@co.escambia.fl.us> wrote:

<image001.gif>
Kevin,

Can you verify that Engineering is still in possession of these:

- ID#48625 Video Pipe Inspection Truck Tag#192146
- ID#55077 Data Logger Mini Towers (Computer)

These are the last two items on my inventory list.

Thanks,

Rhela Ransom

<image004.jpg>
Escambia County Engineering
3363 West Park Place | Pensacola, FL 32505
850.595.3452

It is our goal to extend the best possible customer service. Please contact my Division Manager, Joy_Jones@myescambia.com regarding the level of service you've received from the Escambia County Engineering Division. Your time is valued and appreciated.

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Area Transit COST CENTER NO: 340506

Kevin Pitts DATE: 10-7-2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 850-595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54923	2006 Ford Freestar	2FMZA51696BA63797	Ford Freestar	2006	POOR

Disposal Comments: Maintenance cost is very expensive, needs fuel injectors and wiper motor.
Justification attached

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: 11-22-16

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon, P.E.

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

Escambia County Fleet Division

601 Highway 297A
Cantonment, FL 32533-5605

Fleet Maintenance Division
850-937-2123
(Fax) 937-2129

Vehicle # 54923 2006 Ford Freestar Min-Van

Apparent Issues:
Engine needs fuel injectors and wiper motor replaced. Unit has been partiallydisassembled to reveal these mechanical faults.

Estimated Repair Cost:
Fuel injectors and wiper motor parts..... $ 680.00
Labor to repair..... 416.00
Total.....$ 1096.00

Estimated NADA Book Value:
Current condition listed as Poor .....$ 1050.00

Conclusion:
Auction---not feasible to repair.

Terry Gray
Fleet Division Manager,
Public Works Infrastructure
Office.... 850.937.2123
Cell..... 850.554.2912
Fax.... 850.937.2129
Email twgray@myescambia.com
escambia

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle Van Brussel DATE: 11/22/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	51448	ROLL OFF CONTAINER	679060		2002	POOR
	51443	ROLL OFF CONTAINER	679055		2002	POOR
	51304	ROLL OFF CONTAINER	679053		2002	POOR

Disposal Comments: TO BE SALVAGED

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: 11/22/16

FROM: Escambia County Department Director (Signature): 11/22/2016

Director (Print Name): Terry Gray, Fleet Division Manager

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-11271 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Termination of a Lease Agreement
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Termination of a Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning termination of the Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for property located on Mobile Highway (Parcel ID 11-1S-32-1000-000-011):

A. Authorize the County Administrator to prepare written notice to request termination of the Lease Agreement as stated in Section 28 of the Lease Agreement; and

B. Authorize the Chairman to execute any documents necessary to complete the termination of the Lease Agreement.

BACKGROUND:

The County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida entered into this Lease Agreement on April 19, 2000. At that time, the County Road Division was anticipating utilizing this location as a satellite office for crews working on that side of the County, to help lessen drive times to the Cantonment office. The property was never used and a more central location has since been set up. There are no improvements or structures on the property, currently, that the County is interested in retaining.

Per Section 28 of the Lease Agreement, it states that if the County no longer needs this property, the County must give written notification six months prior to the release of any or all of the lease premises.

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

Lease Agreement
Map

Escambia County
Clerk's Original
4/6/2000; CAR I-10

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4269

THIS LEASE AGREEMENT, made and entered into this 19th day of April 2000, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR", and ESCAMBIA COUNTY, FLORIDA hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Escambie, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".

3. TERM: The term of this lease shall be for a period of fifty years commencing on April 19, 2000 and ending on April 18, 2050, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of an equipment storage facility, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises

for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize

the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent

part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than $100,000 per person and $200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and

other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Escambia County Board of County Commissioners
233 Palafox Place
Post Office Box 1591
Pensacola, Florida 32597-1591

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent

lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any

responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Lands's standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and

modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or

the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUBMERGED LANDS: This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of $300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Witness

Melissa Vickers
Print/Type Name

Keith Clayton
Witness

Keith Clayton
Print/Type Name

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th day of April, 2000, by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Cheryl J. King
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

CHERYL J. KING
MY COMMISSION # CC 852921
EXPIRES: November 7, 2003
Bonded Thru Notary Public Underwriters

Approved as to Form and Legality

By: Sally L. Hera
DEP Attorney

ESCAMBIA COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Shirley L. Gafford
Witness
Shirley L. Gafford
Print/Type Name

By: _____

D.M. "Mike" Whitehead
Print/Type Name

Angela Crawley
Witness
Angela Crawley
Print/Type Name

Title: Chairman

(OFFICIAL SEAL)

BCC APPROVED 4-6-2000

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BY: Marilyn Gingrey
Marilyn A. Gingrey
Deputy Clerk to the Board

"LESSEE"

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6TH day of April, 2000, by D.M. "Mike" Whitehead as Chairman, and Marilyn A. Gingrey, as Deputy Clerk to the Board, respectively, on behalf of the Board of County Commissioners of Escambia County, Florida. They are personally known to me.

Shirley L. Gafford
Notary Public, State of Florida

Print/Type Notary Name

SHIRLEY L. GAFFORD
Notary Public-State of FL
My Commission Expires Aug. 1, 2003
CC 847944

Commission Number:

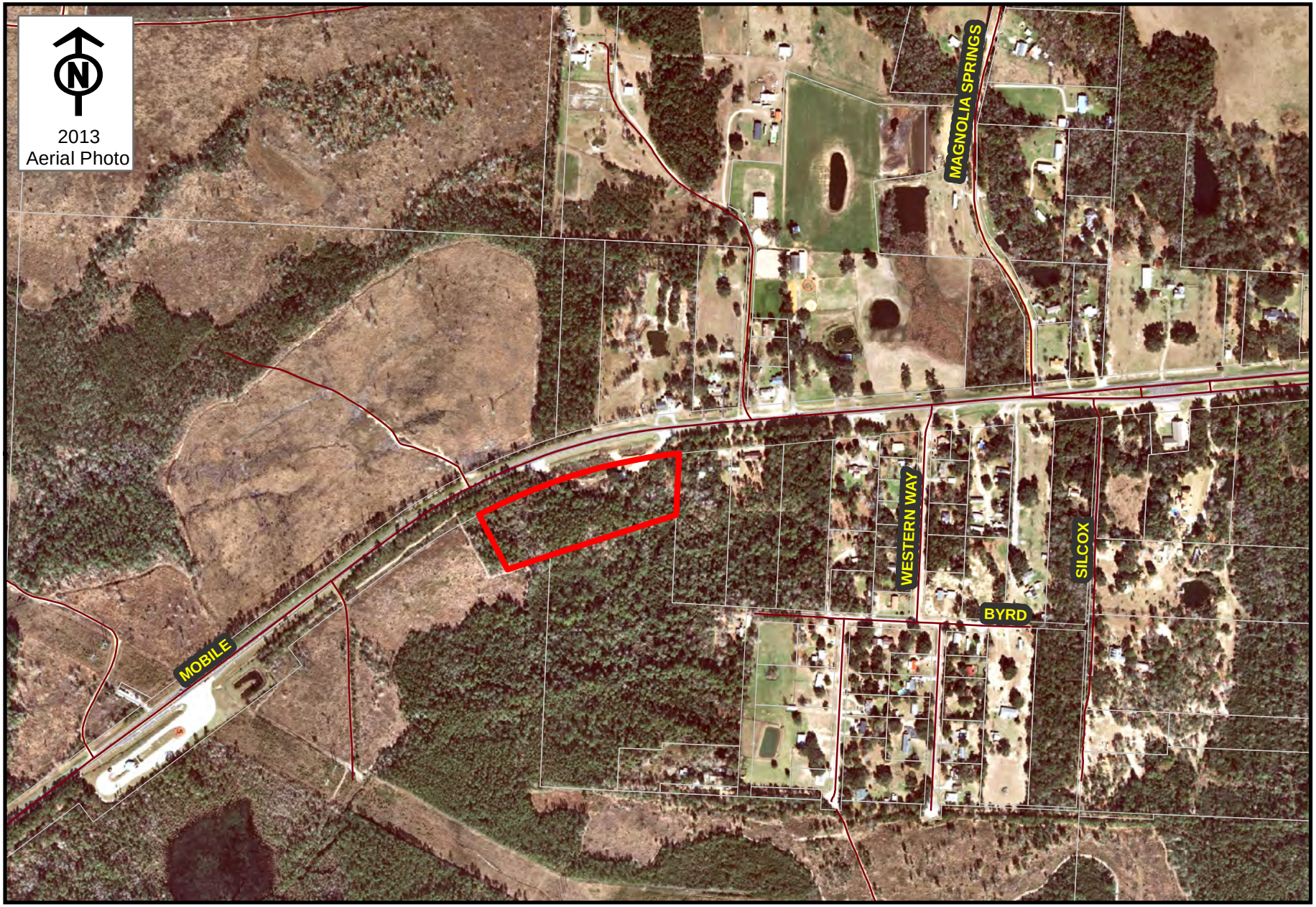
Commission Expires:

LEGAL DESCRIPTION OF THE LEASED PREMISES

A parcel of land situate, lying and being in the E1/2 of E1/2 of NW1/4 and the W1/2 of W1/2 of NE1/4 of Section 11, Township 1 South, Range 32 West, described as follows:
Begin at the intersection of the East line of the NW1/4 of said Section 11 with the Southerly right of way line of State Road 10; said point being 1224.50 feet South of the Northeast corner of NW1/4 of said Section 11 and on the arc of a curve, concave to the Southeasterly, having a radius of 2732.93 feet; thence run Southwesterly 400.00 feet along the arc of said curve, through a central angle of 8°23'12"; thence South 30°41'24" East 300.00 feet; thence North 68°56'36" East 870.52 feet; thence North 2°10'36" East 300.00 feet to said southerly right of way line of State Road 10; thence Southwesterly 644.95 feet along the arc of aforementioned curve, through a central angle of 13°31'21" to the Point of Beginning; containing 6.52 acres, more or less.

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS.

Termination of Lease Agreement



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 11/16/16 DISTRICT 1

Property involved in the Lease Agreement
11-1S-32-1000-000-011

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11420 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: State Road (SR) 97 - Change in Roadway Designation from SR 97 to County Road (CR) 97C
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Road 97 - Change in Roadway Designation from State Road 97 to County Road 97C - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the roadway designation for State Road (SR) 97 from County Road (CR) 95A to US 29/SR 95:

A. Adopt a Resolution approving the change in roadway designation from SR 97 to CR 97C; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

Meeting in regular session on August 4, 2016, the Board of County Commissioners adopted a Resolution supporting the transfer of SR 97, from CR 95A to US 29/SR 95, from Florida Department of Transportation (FDOT) to Escambia County, approving and authorizing the Chairman to execute the Roadway Transfer Agreement (see attached executed Agreement).

Highway 97 is and will remain the official road name. This is a request to change the roadway designation on Highway 97 from being a state road to a county road from County Road (CR) 95A to US 29/SR 95.

The transfer of the roadway to the County designates all right-of-way responsibilities to the County, and allows County Public Works Department staff to construct and implement the planned operational and safety improvements previously presented to the Board (see attached conceptual layout).

Also, an official request to reduce the posted speed limit of the roadway from 55 mph to

45 mph was submitted to FDOT in Fall 2015. FDOT Traffic Operations Staff reviewed and approved the request, and has recently installed the appropriate 45 mph speed limit signs. County Public Works staff has received confirmation of the speed limit sign installations.

BUDGETARY IMPACT:

With full execution of the Agreement, Escambia County has assumed all right-of-way maintenance responsibilities for the subject roadway segment. It is planned that the design and construction of the traffic pattern modifications for the roadway will be handled with in-house resources.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Transportation & Traffic Operations staff will coordinate with the appropriate departments for proper roadway designation change from SR 97 to CR 97C.

Attachments

Resolution
Roadway Transfer Agreement
Roadway Conceptual Layout
BCC Minutes

RESOLUTION NUMBER R2016-_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE CHANGE IN THE ROADWAY DESIGNATION ON HIGHWAY 97 FROM STATE ROAD (SR) 97 TO COUNTY ROAD (CR) 97C; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County previously requested the Florida Department of Transportation (FDOT) transfer State Road (SR) 97 from County Road (CR) 95A to US 29/State Road (SR) 95 from the State Highway System to the County Road System; and

WHEREAS, by Board action on August 4, 2016, this Board approved a Roadway Transfer Agreement with the Florida Department of Transportation (FDOT) authorizing said transfer of State Road (SR) 97 from the State Highway System to the County Road System; and

WHEREAS, Escambia County finds that changing the roadway designation from SR 97 to CR 97C would be consistent with the current roadway designations in Escambia County.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the official roadway designation for that portion of Highway 97 from County Road (CR) 95A to US 29 / State Road (SR) 95, which was formerly designated State Road (SR) 97 shall now be County Road (CR) 97C.

SECTION 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____ 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Douglas B. Underhill, Chairman

ATTEST:Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/28/16

MEMORANDUM

DATE: November 07, 2016

TO: Ed Hutchison, Manager Transportation Statistics Office

FROM: Phillip Gainer P.E., District 3 Secretary

COPIES TO: Jared Perdue, Tim Smith & Jason Peters

SUBJECT: Transfer of SR 97 from the State Highway System to the Escambia County System

District three requests the transfer of SR 97 from the State Highway System to the Escambia County Road System. Roadway ID 48130000 from approximate B.M.P. 0.000 (CR95A), to approximate E.M.P. 0.610 (US29/SR95), for an approximate net length of 0.610 miles. This transfer is mutually agreed upon between the COUNTY and the DEPARTMENT. SR 97 no longer functions as a state road. This roadway circulates traffic from within residential communities along this roadway and the surrounding area, and then channels the traffic onto roadways that handle a higher volume of traffic.

Pursuant to Chapter 335.0415, Florida Statutes, we have reached a mutual agreement with Escambia County regarding the proposed transfer, as described in a written Agreement between the FDOT and the County.

I am enclosing the following supporting documentation:

X Roadway Jurisdiction Transfer Form
X Resolution authorizing a transfer agreement to be negotiated
X Mutual agreement between FDOT and Escambia County
X Location Map
X Cultural Resource Assessment

Should you concur with the proposed action upon your review, please forward this request to Secretary Boxold for his review and approval.

Please contact Jim Newsom in our Planning Office at (850) 330-1535 if you have any questions or need additional information on the proposed action.

JTB: jn

Enclosures (5)

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

MEMORANDUM

Date: September 20, 2016

To: Tom Byron, Assistant Secretary for Intermodal Systems Development

From: Ed Hutchinson, Manager, Transportation Statistics Office EH

Subject: Jurisdictional Transfer of SR 97 from the State Highway System to the Escambia County System

District three requests the approval for the jurisdictional transfer of the following roadway:

- Roadway ID 48130000 from approximate B.M.P. 0.000 (CR95A), to approximate E.M.P. 0.610 (US29/SR95), for an approximate net length of 0.610 miles.

This transfer is mutually agreed upon, between the COUNTY and the DEPARTMENT. SR 97 no longer functions as a state road. This roadway circulates traffic onto roadways that handle a higher volume of traffic.

The following information is enclosed in support of this transfer:

- Roadway Jurisdiction Transfer Form
- Resolution authorizing a transfer agreement to be negotiated
- Mutual agreement between FDOT and Panama City Beach
- Location Map
- Cultural Resource Assessment

Should you concur with the proposed action, please sign below and forward this request to Secretary Boxold for execution of the Agreement.

I concur with the recommended request.

Assistant Secretary for Intermodal Systems Development

11/17/2016
Date

EH:ll

Enclosures (5)

Cc: District Three Officials: Jared Perdue, Tim Smith, Jason Peters

Central Office Contacts: Lora Hollingsworth – Safety Office; Robert Jessee – Outdoor Advertising Office; Andra McMillan – Surveying and Mapping Office; Jason Adank – OOC General Accounting Office

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, FL 32428

JIM BOXOLD
SECRETARY

May 16, 2016

Dr. Timothy A. Parsons
Director, Division of Historical Resources
& State Historic Preservation Officer
Office of Cultural and Historical Programs
Division of Historical Resources
500 South Bronough Street
Tallahassee, Florida 32399-0250

2016 MAY 19 A 11:17

Attn: Ms. Alyssa McManus, Transportation Compliance Review Program

RE: **Cultural Resource Assessment Survey**
FPID #: N/A
Location: SR 97 from CR 95A to US 29/SR 95
County: Escambia

Dear Dr. Parsons,

Enclosed please find one copy of the report titled *Cultural Resource Assessment Survey for the Roadway Jurisdictional Transfer of State Road 97 (Section 48130000), from CR 95A to US 29/SR 95, Escambia County, Florida*. This report presents the findings of a CRAS conducted in support of the transfer of Section 48130000 of State Road (SR) 97 from the jurisdiction of the Florida Department of Transportation (FDOT) to Escambia County. No construction is proposed as part of this roadway jurisdictional transfer (RJT). The subject road segment extends from County Road (CR) 95A to US 29/SR 95 for a total distance of approximately 0.59 miles. The Area of Potential Effect (APE) was defined as the existing right-of-way along SR 97.

No archaeological sites or archaeological occurrences were identified within the SR 97 RJT APE. No additional archaeological survey is recommended.

No historic (i.e. pre-1972) structures are located within the SR 97 RJT APE. No further architectural history survey is recommended.

I respectfully request your concurrence with the findings of the enclosed report.

If you have any questions or need further assistance, please contact me at (850) 330-1507.

Sincerely,

Zena S. Riley-Taylor
District Cultural Resources Coordinator

The Florida State Historic Preservation Officer:

___ finds the attached report complete and sufficient and ✓ concurs/ ___ does not concur with the findings and recommendations contained in this cover letter and the enclosed report.

___ does not find the attached report complete and sufficient and requires additional information in order to provide an opinion on the potential effects of the proposed project on historic resources.

/s/ Deputy SHPO
For Timothy A. Parsons, Ph.D.
Director, Division of Historical Resources
& State Historic Preservation Officer

June 14, 2016
Date

2016-2499
DHR Project No.

Approved:

Jim Boxold
Department Secretary

11/18/2016
Effective Date

ROAD JURISDICTION TRANSFERS

The below described road segments are formally transferred in accordance with Section 335.0415, Florida Statutes. Escambia County has agreed to the transfers and all provisions listed in the Resolution and executed Transfer Agreements between the Department and the County.

Escambia County
Transfer from the State Highway System

1. Roadway ID: 48130000
   U.S. Number (Current): N/A
   Road Number (Current): SR 97
   Jurisdiction (Current): State
   From: CR 95A
   Milepoint: 0.000
   Segment Length: 0.610 miles

   Local Name: Hwy 97
   Proposed: N/A
   Proposed: County
   Proposed: County of Escambia
   To: US 29/ SR 95
   Milepoint: 0.610

FLORIDA DEPARTMENT OF TRANSPORTATION/ESCAMBIA COUNTY

ROADWAY TRANSFER AGREEMENT

SR 97 from CR 95A to US 29/SR 95 (Roadway ID No. 48130000; Beginning Mile Post 0.000 to Ending Mile Post 0.610)

THIS AGREEMENT, made and entered into this 4th day of August, 2016, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the "DEPARTMENT," and ESCAMBIA COUNTY, hereinafter referred to as the "COUNTY."

WITNESSETH

A. The COUNTY has requested the transfer of SR97 from CR 95A to US 29/SR95 (Roadway ID No. 48130000, Beginning Mile Post 0.000 to Ending Mile Post 0.610; hereinafter referred to as the "Road") as depicted on the map attached hereto as "Exhibit A." This transfer is mutually agreed upon between the COUNTY and the DEPARTMENT.

THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the COUNTY and the DEPARTMENT agree as set forth below:

1. The recitals set forth in paragraph A above are true and correct, and are by reference made a part of this Agreement.

2. This Agreement sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide.

3. By resolution, attached hereto as "Exhibit B," the COUNTY has authorized its representative whose name is signed below to enter into this Agreement.

4. This Agreement and transfer of the Road are subject to final approval by the Secretary of the DEPARTMENT. The commencement of jurisdictional and maintenance responsibilities is the date of the approval of this Agreement by the Secretary of the DEPARTMENT.

5. With respect to the Road:

(a) The COUNTY accepts all responsibility for the road right of way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer.

(b) The COUNTY shall be responsible for maintenance of the right of way and of public sidewalks, bike paths, and other ways in the right of way.

(c) The DEPARTMENT gives up all rights to the road, including the right of way, except as may be specified in this agreement.

(d) The COUNTY agrees to assume responsibility for the old alignment if the transfer involves new State construction or realignment of a State Road.

(e) If there will be any road number changes, the DEPARTMENT will offer an opportunity for a public hearing.

(f) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to any specific road to be transferred, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the DEPARTMENT and the COUNTY, and the DEPARTMENT will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the COUNTY and the DEPARTMENT. These agreements shall be negotiated and signed prior to District Secretary approval of the final Transfer Agreement. The DEPARTMENT acknowledges that copies of any existing permits, agreements and easements have been turned over to the receiving entity for their records prior to execution of this agreement.

(g) Disposition of telemetered traffic monitoring sites will be determined on an individual basis. The Traffic Data Section of the Transportation Statistics Office in cooperation with the District Office will determine if polling the sites is still desirable even if the traffic data are no longer needed for State Highway System reporting.

(h) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the COUNTY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator CRMC recommendations. If no evidence is found, the COUNTY agrees not to adversely affect any such resources if found after the transfer.

(i) Pursuant to Department Procedure, Topic Number 850-065-001, the COUNTY shall enter a project maintenance agreement with the DEPARTMENT if federal-aid funding was previously used on the Road.

(j) COUNTY shall record existing deeds or right-of-way maps in the public land records of Escambia County in which the rights-of-way are located.

(k) Obligation of any funds to be transferred to the COUNTY must be in accordance with section 339.135(6)(a), Florida Statutes.

6. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

7. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

8. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Florida.

9. The parties may be reached at the following addresses and phone numbers:

Florida Department of Transportation
Jared Perdue, P.E.
Director of Transportation Development
1074 Highway 90
Chipley, Florida 32428
Telephone: (850) 330-1214
Fax: (850) 330-1761

Escambia County Commission
Jack R. Brown
County Administrator
221 S. Palafox Place, Suite 420
Pensacola, Florida 32502
Telephone: (850) 595-4947
Fax: (850) 595-4908

10. Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

11. 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.

12. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement:

DEPARTMENT DISTRICT 3

Signed: _____
Phillip Gainer ~~James T. Barfield~~, P.E.
Secretary, Department District 3

Date: 11/9/16

Attest:

Signed: Krissy Cook

Printed Name: Krissy Cook

Title: Executive Secretary

Date: 11/9/16

Legal Review:

Signed: _____
Office of the General Counsel
Florida Department of Transportation, District 3

Board of County Commissioners
Escambia County, Florida

Grover C. Robinson, IV, Chairman

Date Executed
11-1-2016

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

SEAL

Legal Review:

Signed: _____
Legal Counsel for Escambia County

BCC Approved 08-04-2016

FINAL APPROVAL BY THE SECRETARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION

The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Transfer Agreement and the supporting Resolution between the Department and the County.

Signed: _____
Jim Boxold
Secretary of the Florida Department of Transportation

Date: 11/18/2016

Exhibit A

SR 97 TRANSFER FROM CR 95A TO US 29/SR 95
95
97
29
HWY 97
BRICKYARD RD
CRABTREE CHURCH RD
CHESTNUT RD
BET RAINES RD
95A
N HIGHWAY 95A
MOLINO RD
182
CHESTNUT RD
N HWY 29
CEDARTOWN RD
0
0.25
1
1.5
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Escambia County
Clerk's Original

8/4/2016 CAR I-5

Date: 8/11/2016 Verified By: S. Larsen

RESOLUTION NUMBER R2016-100

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF SR97 FROM CR 95A TO US 29/SR95 (ROADWAY ID NO. 48130000, BEGINNING MILE POST 0.000 TO ENDING MILE POST 0.610) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ESCAMBIA COUNTY; APPROVING THE ROADWAY TRANSFER AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has requested that the Florida Department of Transportation transfer SR97 from CR 95A to US 29/SR95 (Roadway ID No. 48130000, Beginning Mile Post 0.000 to Ending Mile Post 0.610); and

WHEREAS, Escambia County and the Florida Department of Transportation have mutually agreed to enter into a Roadway Transfer Agreement setting forth the terms and conditions for the transfer of said roadway.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Escambia County Board of County Commissioners supports the transfer of SR97 from CR 95A to US 29/SR95 (Roadway ID No. 48130000, Beginning Mile Post 0.000 to Ending Mile Post 0.610) from the Florida Department of Transportation to Escambia County.

SECTION 3. That the Board hereby authorizes the Chairman to execute the Roadway Transfer Agreement between the Florida Department of Transportation and Escambia County.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 4th day of August 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

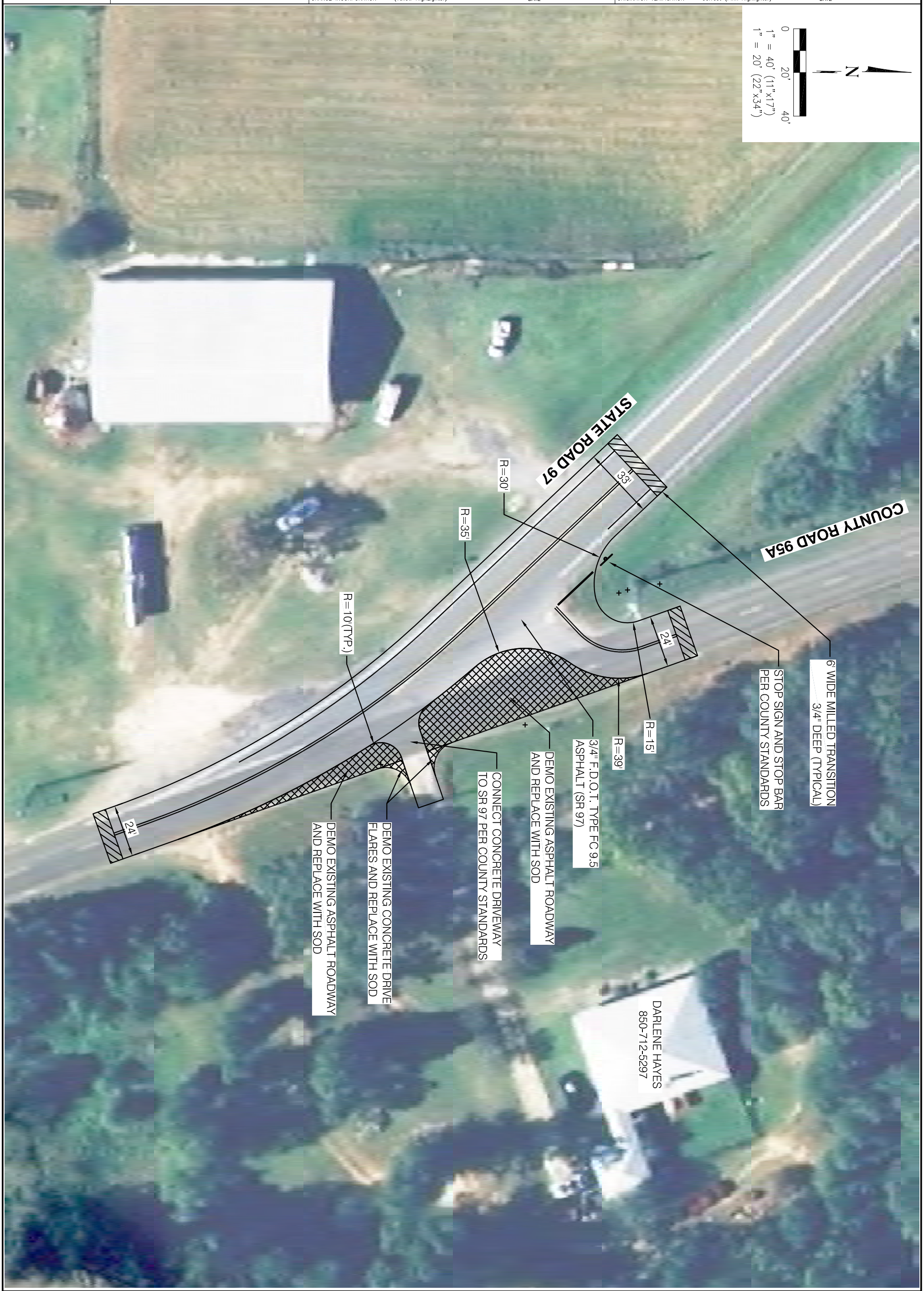
By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/19/16

PHASE _____ REVIEW	ORIGINATOR (RP) DATE	ORIGINATOR (QR) Correct (Green Highlighter) Change (Red Pen) DATE	VERIFICATION, CHECKER (QR) (Blue Highlighter) DATE
	PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)	CHECKER (RP) (Red Pen X-Out to Disagrree or Remark) DATE	REMARK INCORPORATION (Blue Highlighter) DATE
SIGNATURE:		CHANGE INCORPORATION (Yellow HighLighter) DATE	ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE



NUMBER	REVISIONS	DATE	APPROVED BY
	FILE LOCATION: L:\Design\P-Ponderosa Drive\Design\DWG\Plans		

SHEET ?? OF ??

SURVEY NUMBER

PROJECT NUMBER ENG

DRAWING NUMBER

ENGINEERING DIVISION

ESCAMBIA COUNTY, FLORIDA

3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

DRAWN BY:	DESIGNED BY:	CHECKED BY:	REG. FLA. ENG. NO.	DATE:
D. MCVEY	D. AUSTIN	D. AUSTIN		
DATE: 07/07/2016	PROJECT MANAGER:	DISTRICT: 5	SIGNATURE:	
FIELD BOOK / PAGES:	SECTION / TOWNSHIP / RANGE 33 / 3N / 31W			

STATE ROAD 97 & COUNTY ROAD 95A

INTERSECTION MODIFICATION

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-9. Approval of Various Consent Agenda Items – Continued

5. Taking the following action concerning the transfer of public right-of-way from the Florida Department of Transportation (FDOT) to Escambia County, for the portion of State Road (SR) 97, from County Road (CR) 95A to US29:

   A. Adopting the Resolution *(R2016-100)* supporting the transfer of SR97, from CR 95A to US 29/SR95, from FDOT to Escambia County, approving the Roadway Transfer Agreement between FDOT and Escambia County, and authorizing the Chairman to execute the Roadway Transfer Agreement; and

   B. Authorizing the Chairman to sign the Resolution.

6. Dropping the recommendation that the Board authorize the scheduling of a Public Hearing for September 1, 2016, at 5:31 p.m., to consider the Petition to Vacate a portion of an alleyway in Block 58 of Englewood Heights (20 feet x 150 feet), as petitioned by Ronald D. Ramsey.

7. Taking the following action concerning an *Amendment to 2012, 2013, and 2014 Annual Action Plans regarding the Escambia Consortium HOME Investment Partnerships Program (HOME)*:

   A. Approving the *Amendment to 2012, 2013, and 2014 Annual Action Plans Regarding the Escambia Consortium Investment Partnerships Program (HOME)*, allowing for Community Housing Development Organization funds to be utilized for development of affordable single-family units for homeownership or affordable rental units, either through new construction or acquisition and rehabilitation of substandard units; and

   B. Authorizing the County Administrator to sign the Amendment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11381 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Recording of the Release of Conservation Easement Associated with DEP Permit#17-0251609-001-DE
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Recording of the Release of the Conservation Easement Associated with DEP Permit #17-0251609-001-DE - Joy D. Blackmon, P.E., Public Works Department Director.

That the Board authorize the recording of the Release of a Florida Department of Environmental Protection (FDEP) and United States Army Corp of Engineers (USACOE) Conservation Easement associated with the Escambia County Property Appraiser Property Identification Numbers 16-2S-31-4002-000-027, 16-2S-31-4002-000-000, and 16-2S-31- 5006-000-000.

BACKGROUND:

Meeting in regular session on July 7, 2016, the Board approved and authorized the County Administrator to sign the Agreement between Escambia County, Florida, and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 15-16.043 for Phase 1 and Phase 2 Design Services for the Perdido Bay Boat Ramp Project. Phase 1 was approved for a total of $228,051 (Design lump sum amount for $196,004 and Optional Services for $32,047). Phase 2 consisted of Construction Management Services for a not-to-exceed amount of $30,309, equaling a Phase 1 & 2 total of $258,360. The completion of Phase 2, Construction Management Services, is contingent upon funding for Phase 2 and funding for the construction of the Perdido Bay Boat Ramp (Funding: Fund 110, Other Grants & Projects, Cost Center 220812, Object Code 56301, $150,000; Fund 110, Other Grants & Projects, Cost Center 220807, Object Code 56301, $78,051).

The previous owner of the subject property was Herron Development Company, who granted a Conservation Easement to FDEP/USACOE in exchange for the ability to effect minor impact to a wetland area on the property. The Herron Development Company did not proceed with their development plans and did not perform any work on the property. In order for the County to fully develop and make full use of the property, the County

requested that the Conservation Easement be vacated. Releasing the Conservation Easement is vital to the preferred design alternative to place the ramp on the Bayou versus the open waters of the Bay. The preferred design alternative reduces safety and maintenance concerns of a Bay ramp versus a Bayou ramp.

The request from the County for release of the Conservation Easement was accepted and approved by the USACOE and FDEP, resulting in the formal release of the Conservation Easement on October 25, 2016. The release now must be recorded into the official record.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the document and indicated that the Release of Conservation Easement does not require any legal stamp because there is nothing for the Chairman to execute; they encouraged staff to submit a recommendation to have the BCC authorize the recording of the document.

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 Real Estate will process the request for recording of the Release of Conservation Easement.

Attachments

Release of Conservation Easement

Aerial Map

Prepared By and Return to:
Tanya Alvarez McHale
Florida Department of Environmental Protection
Northwest District Office
160 W. Government Street, Suite 308
Pensacola, Florida 32502

RELEASE OF CONSERVATION EASEMENT

THIS RELEASE OF CONSERVATION EASEMENT is made this 24th day of October, 2016 by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department), whose address is Florida Department of Environmental Protection, Northwest District, 160 W. Government Street, Pensacola, Florida 32502.

WHEREAS, pursuant to Permit No. 17-0251609-001-DE, Heron's Forest Development Company granted a Conservation Easement to the Department on October 23, 2006 recorded in Official Records Book 6016, Page 1885, Public Records of Escambia County, Florida (the Conservation Easement) encumbering certain real property located in Escambia County, Florida as more particularly described in the Conservation Easement.

WHEREAS the Permit expired on November 16, 2006 and the improvements authorized by the Permit have not been constructed, and

WHEREAS the Department agrees to release that certain real property described in the Conservation Easement.

NOW THEREFORE, the Department does hereby terminate and release the Conservation Easement.

IN WITNESS WHEREOF, the undersigned has caused this Release of Conservation Easement to be executed as of the day and year first above written.

Remainder of Page Left Intentionally Blank

Signed, sealed and delivered
in the presence of :

Ashley Livingston

Print Name: Ashley Livingston

Michelle Goldsmith

Print Name: Michelle Goldsmith

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: E.D. Hamilton
Emile D. Hamilton
Director of District Management
Northwest District Office

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of October, 2016, by Emile D. Hamilton as Director of the Northwest District of the Department of Environmental Protection, successor agency to the Department of Environmental Regulation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal at in the County and State last aforesaid this 24th day of October, 2016.

Brandy M. Smith
Notary Public

Brandy M. Smith
Print Notary Name
Commission Expiration: _____
Commission Number: _____

Notary Seal

BRANDY M. SMITH
Notary Public - State of Florida
My Comm. Expires Sep 22, 2018
Commission # FF 161882
Bonded through National Notary Assn.

Perdido Bay Boat Ramp
Release of Conservation Easement Associated with DEP Permit # 17-0251609-001-DE

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 11/17/2016 DISTRICT 1

Parcels involved in the Release of Conservation Easement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11431 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: 2017 BCC Meeting/COW Meeting Schedule
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2017 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule - Jack R. Brown, County Administrator

That the Board approve the 2017 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule, as submitted.

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

2017 BCC-COW Meeting Schedule

2017 MEETING SCHEDULE
BOARD OF COUNTY COMMISSIONERS/COMMITTEE OF THE WHOLE
WORKSHOPS

MEETING	DATE	TIME	CAR DEADLINE 9:00 A.M.	C/W DEADLINE 9:00 A.M.
BCC	JAN. 05, 2017	5:30 P.M.	DEC. 12, 2016	
C/W	JAN. 12, 2017	9:00 A.M.		JAN. 06, 2017
BCC	JAN. 19, 2017	5:30 P.M.	JAN. 09, 2017	
BCC	FEB. 02, 2017	5:30 P.M.	JAN. 23, 2017	
C/W	FEB. 09, 2017	9:00 A.M.		FEB. 3, 2017
BCC	FEB. 16, 2017	5:30 P.M.	FEB. 06, 2017	
BCC	MAR. 02, 2017	5:30 P.M.	FEB.17, 2017	
C/W	MAR. 09, 2017	9:00 A.M.		MAR. 03, 2017
BCC	MAR. 16, 2017	5:30 P.M	MAR. 06, 2017	
BCC	APR. 06, 2017	5:30 P.M.	MAR. 27, 2017	
C/W	APR.13, 2017	9:00 A.M		APR. 7, 2017
BCC	APR.20, 2017	5:30 P.M.	APR. 07, 2017	
BCC	MAY 04, 2017	5:30 P.M.	APR. 24, 2017	
C/W	MAY 11, 2017	9:00 A.M.		MAY 5, 2017
BCC+	MAY 25, 2017	5:30 P.M.	MAY 15, 2017	
BCC+	JUN. 08, 2017	5:30 P.M.	MAY 26, 2017	
C/W+	JUN. 15, 2017	9:00 A.M.		JUN. 09, 2017
BCC+	JUN. 22, 2017	5:30 P.M.	JUN. 12, 2017	
BCC	JUL. 06, 2017	5:30 P.M.	JUN. 23, 2017	
BUDGET COW	JUL. 11, 2017	9:00 A.M.		JUL. 03, 2017
BUDGET COW	JUL. 12, 2017	9:00 A.M.		JUL. 03, 2017
C/W	JUL. 13, 2017	9:00 A.M.		JUL. 07, 2017
BCC* (Tuesday)	JUL. 18, 2017	5:30 P.M.	JUL. 05, 2017	
BCC	AUG. 03, 2017	5:30 P.M.	JUL. 24, 2017	
C/W	AUG. 10, 2017	9:00 A.M.		AUG. 04, 2017
BCC	AUG. 17, 2017	5:30 P.M.	AUG. 07, 2017	
BCC	SEPT. 07, 2017	5:30 P.M.	AUG. 25, 2017	
C/W	SEPT. 14, 2017	9:00 A.M.		SEPT. 08, 2017
BCC	SEPT. 21, 2017	5:30 P.M.	SEPT. 11, 2017	
BCC	OCT. 05, 2017	5:30 P.M.	SEPT. 25, 2017	
C/W	OCT. 12, 2017	9:00 A.M.		OCT. 06, 2017
BCC	OCT. 19, 2017	5:30 P.M.	OCT. 09, 2017	
BCC	NOV. 02, 2017	5:30 P.M.	OCT. 23, 2017	
C/W	NOV. 09, 2017	9:00 A.M.		NOV. 03, 2017
BCC+	NOV. 30, 2017	5:30 P.M.	NOV. 13, 2017	
C/W* (Tuesday)	DEC. 12, 2017	9:00 A.M.		DEC. 06, 2017
BCC+	DEC. 14, 2017	5:30 P.M.	DEC. 04, 2017	
BCC	JAN. 04, 2018	5:30 P.M.	DEC. 18, 2017	

NOTE: 9:00 A.M. – AGENDA REVIEW WORK SESSIONS HELD ON REGULAR BCC MEETING DATES.
4:30 P.M. – PUBLIC FORUM HELD BEFORE ALL REGULAR BCC MEETINGS.
ALL BCC AND C/W MEETINGS WILL BE HELD IN BOARD CHAMBERS, ROOM 100, 221 PLAFOX PLACE.
*THESE MEETINGS WERE SCHEDULED ON A TUESDAY DUE TO VARIOUS SCHEDULING CONFLICTS.
+THESE MEETINGS ARE NOT SCHEDULED IN THE USUAL SEQUENCE OF REGULAR BCC MEETINGS ON THE FIRST AND THIRD THURSDAY AND COW WORKSHOPS ON THE SECOND THURSDAY, DUE TO SCHEDULING CONFLICTS WITH CONFERENCES THE COMMISSIONERS ATTEND.

November 22, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11449 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Pensacola-Escambia Development Commission Reappointment
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Pensacola-Escambia Development Commission - Jack R. Brown, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1.(D), Appointment Policy and Procedures, and reappoint M. Blaise Adams to the Pensacola-Escambia Development Commission (PEDC), for a two-year term, effective January 3, 2017, through January 2, 2019.

Escambia County's Community and Media Relations Office posted a General Alert on the County's website from November 2, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment to the PEDC. Mr. Adams is the only citizen who responded to the General Alert.

BACKGROUND:

This Commission was established through the adoption of a legislative act in 1989, HB 984, Amending Chapter 67-1365, Laws of Florida providing for a change in the membership structure of the Pensacola-Escambia Development Commission (PEDC) with its purpose being to actively seek new industry for the area, and expansion of existing industries. It is responsible for promoting tourism and convention activities for the Escambia County area.

Mr. Adams has expressed the desire to continue to serve. His Biography is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Blaise Adams' Email and Bio

General Alert

Judy H. Witterstaeter

From: Blaise Adams [MAdams@my100bank.com]
Sent: Tuesday, November 15, 2016 9:18 AM
To: Judy H. Witterstaeter
Subject: RE: Pensacola-Escambia Development Commission

Judy;

I would be interested in continuing my service on the PEDC in light of the fact that we are working on several projects that I am very familiar with and feel that I can provide important input as we bring these projects to closure over the course of the next 12-24 months.

There have been no changes to the bio that I previously submitted when I was originally nominated to PEDC so fell free to use the one in file.

Feel free to contact me if you require additional information regarding this matter.

Thanks
Blaise

Biography

M. Blaise Adams

Blaise Adams has been employed in the banking industry since 1981 when he entered a management training program at a regional bank based in Macon, Georgia . Upon completion of the program, Adams assumed responsibility for management of the Bank's credit department and served in this capacity for 2 years before relocating to Pensacola, Florida and assuming a position as a Commercial Lender for Sun Bank. After 4 years at Sun Bank, Adams then was hired as Vice-President/Commercial Lender at Citizens & Peoples National Bank in Pensacola. Adams was later promoted to Senior Vice-President/Senior Credit Officer at C&P and assumed responsibility for the Bank's credit department and oversight of the Bank's commercial lending activities including credit approval and portfolio management. During his tenure in this capacity Adams implemented policies and procedures to assist the bank in conforming to compliance with newly issued lending regulations adopted by the Office of the Comptroller of the Currency (OCC). In addition, Adams implemented strategies that resulted in a significant improvement in the Bank's commercial credit metrics. In 1993, Adams was recruited by AmSouth Bank as Senior Vice-President and Senior Credit Officer for its NorthWest Florida region which included offices in Pensacola, Ft. Walton, Destin, Panama City and Tallahassee. Adams was vested with credit approval authority of $3 million and actively participated in business development activities with the Relationship Managers in each of the region's markets. In 1995 Adams transitioned to the position of Senior Vice-President /Area Commercial Banking Sales Manager for the NorthWest Florida Region. In this capacity Adams was responsible for the region's Commercial Banking, Commercial Real Estate and Treasury Management sales activities resulting in loan, deposit and fee income production.

In the latter part of 2006, Adams was approached by a group of local businessmen seeking to start a new community bank in Escambia County. Adams engaged a consultant and met with representatives of the Licensing Division of the Florida Department of Banking to discuss the application for a new bank charter. In early 2007 Adams was approached by the CEO and CFO of Alabama National Bancorporation (ANB) in Birmingham, Alabama to discuss their interest in establishing a presence in Florida. After extensive discussion and negotiation, Adams agreed to form a new Bank in Escambia County under the ANB umbrella. Adams joined ANB in March of 1997 and the Citizens & Peoples Bank opened for business on August 15, 1997 with Adams serving as CEO, President and Director. A second location was opened in Downtown Pensacola in May of 1998 and a third location on Airport Boulevard in August of 2002. In March of 2005 ANB merged C&P into its Baldwin County, AL affiliate First Gulf Bank. The headquarters of First Gulf was relocated to Pensacola and Adams was named President of the merged operation. A fourth Pensacola location was opened in June, 2005.

In February of 2007 ANB entered into a definitive agreement to be acquired by RBC Bank – the U.S. affiliate of the Royal Bank of Canada. ANB was merged into RBC in early 2008 and Adams was named Market Executive for the Pensacola market. Early in 2010 RBC entered into a corporate reorganization and the Market Executive position was eliminated throughout the corporate structure. Adams was named Team Leader of the Portfolio Resolution Group for the Alabama and Northwest Florida markets. In December 2011 RBC entered into a definitive agreement to be acquired by PNC Bank. RBC was merged into PNC in March of 2012 and Adams assumed the position of Team Leader of the Alabama and Northwest Florida unit of the Asset Resolution Team.

During the last 15 years, Adams has been very active in local civic and charitable organizations. He served 2 terms as Vice-Chair of Economic Development for the Pensacola Area Chamber of Commerce and as Chairman in 2010. Under Adams leadership, the Chamber embarked on a national search for a CEO that resulted in the hiring of Jim Hizer who previously served as CEO of the Bowling Green, Kentucky Chamber of Commerce. In addition, Adams spearheaded an effort to significantly increase both private and public sector funding of the Chamber's economic development efforts through a fundraising campaign known as Vision 2015. A feasibility study performed by the Chamber's fundraising consultant, National Community Development Services (NCDS) indicated a capacity of $5.0 million for a 5 year campaign. Based on the addition of Hizer to the Chamber staff and a compelling case to create 3,000 jobs over the 5 year term of the campaign, over $8 million was committed by the private and public sectors and more importantly the percentage of private sector funding of the Chamber increased from 25% to 65%. Adams remains as an ex-officio member of the Chamber Board of Directors and serves as Chair of the Pensacola Innovation Network (PIN) which has obtained a state grant to develop and operate a high speed fiber optic network which will be linked to the Florida LambdaRail.

Adams also served two terms as Chair of the Downtown Improvement Board, two terms as Chair of Sacred Heart Foundation and two terms as President of Catholic Charities of Northwest Florida. He currently serves as a member of the Escambia County Investment Advisory Committee and the Finance Committee of the Archdiocese of Pensacola-Tallahassee. Adams is a member of the Rotary Club of Pensacola and Pensacola Country Club. He has been married to Patrice for 27 years and they have two children. Hobbies include golf, hunting and boating.

Personal references are available upon request.

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Wednesday, November 02, 2016 1:54 PM
To: Judy H. Witterstaeter
Subject: Volunteer Sought for Pensacola-Escambia Development Commission

Click HERE to View in Browser

Volunteer Sought for Pensacola-Escambia Development Commission

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Pensacola-Escambia Development Commission, or PEDC.

Escambia County residents interested in serving on the PEDC are asked to submit a resume and letter indicating their desire to serve by the close of business on Wednesday, Nov. 16. Resumes should be submitted to Judy Witterstaeter, Agenda Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or emailed to jhwitter@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

Pensacola-Escambia Development Commission

The PEDC was established through the adoption of a legislative act in 1989, HB 984, amending Chapter 67-1365, Laws of Florida. The duties of the PEDC are to actively seek new industry for the area and to promote expansion of existing industries. It is responsible for promoting and developing industrial parks and promoting tourism and convention activities for the Escambia County area. The PEDC meets once a month for approximately one to 1 1/2 hours in the Greater Pensacola Chamber Board Room. The term of office is two years. **Financial disclosure is required**.

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Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11451 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Reappointment to the Tourist Development Council
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Tourist Development Council - Jack R. Brown, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Nan Harper to the Tourist Development Council (TDC), for a four-year term, effective January 6, 2017, through January 5, 2021, as an "Interested in Tourism" appointee.

Escambia County's Community and Media Relations Office posted a General Alert on the County's website from November 2, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" representative on the TDC. Ms. Harper is the only citizen who responded to the General Alert.

BACKGROUND:

Escambia County's Community and Media Relations Office posted a General Alert on the County's website from November 2, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" representative on the TDC.

Ms. Harper has expressed the desire to serve another term. Her Biography is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Nan Harper's Email and Bio

General Alert - Tourist Development Council

Judy H. Witterstaeter

From: Nan Harper [nanharper@nanharper.com]
Sent: Wednesday, November 16, 2016 11:31 AM
To: Judy H. Witterstaeter
Subject: Re: Tourist Development Council

Good Morning,

If there is a space on the Tourist Development Council, I volunteer my services. I have observed the expanding opportunities that the Council has offered through the years, and feel that the advantages of Visit Pensacola's inclusion will greatly enhance the continued success of tourism in Escambia County and Northwest Florida.

Nan Harper

Nan Harper
Realtor/Owner
Island Realty
Pensacola Beach Florida 32561
www.pnsbeach.com
Office 850-916-7188
Cell 850-293-9321

Nan Harper Bio

Nan Harper is passionate about the provincial charm of Escambia County and believes in the potential to incorporate its assets into an enclave of educational, cultural, and historic significance as a tourist destination highlighting these areas of interest. The concerted efforts of Visit Pensacola are bringing to fruition many of these expectations.

Nan is Realtor-owner of Island Realty on Pensacola Beach. She was President of the Pensacola Association of Realtors and State President of Florida's Women Council of Realtors. She feels that participation in community affairs is important as a service to her fellow citizens.

She is President of Pensacola's Sister Cities International, which has 8 Sister City relationships, two of which have been established during her term as leader of the organization. Economic opportunities have been implemented via these relationships: Spanish Jeweler Jaime Moreno partnered with Pensacola's Rock Hard, for an exposition held at Rock Hard's studio in Pensacola in 2013.

She formerly served as Chairman of the Pensacola International Relations Committee, and was Vice President of the Pensacola Beach Chamber of Commerce. She is President-Elect of Pensacola Navy League.

The wide variety of elements which add to the quality of life in this community is an invaluable asset which should be protected and strengthened. Community effort will be the key to enhancing the natural attractions which make the area the treasure of the northwest gulf coast.

Nan Harper
Owner-Realtor Island Realty
45 Via de Luna Drive
Pensacola Beach, Florida 32561-2003

NanHarper@NanHarper.com

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Thursday, November 03, 2016 8:28 AM
To: Judy H. Witterstaeter
Subject: Volunteer Sought for the Tourist Development Council

Click HERE to View in Browser

Volunteer Sought for the Tourist Development Council

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" representative on the Escambia County Tourist Development Council.

Escambia County residents interested in serving on the Tourist Development Council are asked to submit a resume and letter indicating their desire to serve on the council by the close of business on Wednesday, Nov. 16. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

The Escambia County Tourist Development Council was created in accordance with Florida Statutes through County Ordinance 77-34, and revised by County Ordinance 89-7. The council's duties are to review each proposal for expenditure of funds to determine if it complies with the Tourist Development Plan as outlined in the ordinance. The ordinance provides that the council is to review all expenditures of revenue from the trust fund; expenditures that the council believes to be authorized are to be reported to the county commission and the Florida Department of Revenue.

Members shall be owners/operators of motels, hotels, recreational vehicle parks or other tourist accommodations in the county and subject to the tax, and/or individuals involved in the tourist industry or who have demonstrated an interest in development but are not owners/operators within the tourist industry. Council

members serve a four-year term of office and meet quarterly for approximately two hours.

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Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11461 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/08/2016
Issue: Hold Harmless and Indemnification Agreement for the Pensacola Pelican Drop Fireworks Exhibition
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Pensacola Pelican Drop Fireworks Exhibition - Jack R. Brown, County Administrator

That the Board approve, and authorize the County Administrator to sign, the Hold Harmless and Indemnification Agreement for the Pensacola Pelican Drop Fireworks Exhibition between Escambia County, Florida, and Gallery Night Pensacola, Inc., and Pyro Shows, Inc., for the Fireworks Exhibition on January 1, 2017, at approximately 12:00 a.m., CST at the Intendencia Street Parking Garage located on the corner of Baylen Street and Intendencia Street on the fifth floor (roof level).

BACKGROUND:

In order to use a County facility a Hold Harmless Agreement(s) is prepared with the Agency/Agencies requesting the use. Gallery Night Pensacola, Inc., has requested the use of the County's Intendencia Street parking garage for the Pensacola Pelican Drop Fireworks Exhibition.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR THE PENSACOLA PELICAN DROP FIREWORKS EXHIBITION

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Gallery Night Pensacola, Inc. (hereinafter referred to as "Sponsor"), a non-profit corporation authorized to conduct business in the State of Florida, whose principal address is located at 130 East Government Street, Pensacola, Florida 32501, and Pyro Shows, Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is located at 115 North 1st Street, LaFollette, TN 37766 (each being at times referred to as "Party" or Parties").

NOW THEREFORE, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Contractor shall hold harmless the County and the Sponsor, their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, liability and expenses including costs and attorneys' fees incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including loss of use thereof, zoning or like type issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Contractor's performance of **Pensacola Pelican Drop ("Fireworks Exhibition")** at the Intendencia Street Parking Garage (Fifth Floor) located on the corner of Baylen Street and Intendencia Street scheduled on January 1, 2017, at approximately 12:00 - 12:05 a.m., CST. 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.

2. (a) The Contractor agrees to pay on behalf of the County, as well as provide a legal defense for the County, both of which shall be done only if and when requested by County, for all claims as described in the Paragraph 1, above. Such payment on behalf of County shall be in addition to any and all other legal remedies available to County and shall not be considered to be its exclusive remedy.

   (b) The Contractor agrees to pay on behalf of the Sponsor, as well as provide a legal defense for it, both of which shall be done only if and when requested by Sponsor, for all claims as described in the Paragraph 1, above. Such payment on behalf of the Sponsor shall be in addition to any and all other legal remedies available to the Sponsor and shall not be considered to be its exclusive remedy.

3. a) In order to ensure the Hold Harmless and Indemnification Agreement provisions set forth above, the Contractor shall obtain the following insurance coverage:

1. General Liability Coverage, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

2. Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

3. Florida statutory workers' compensation coverage 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 §440.02(13)(d) and §440.10(1)(g), Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

b) The Contractor agrees that all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be rated as "A" or other Secure Best Rating with a Financial Size Category VII according to latest edition of the A.M. Best Key Rating Guide.

c) 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.

d) 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.

e) 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.

f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insured" on all of Contractor's liability insurance policies (excluding professional liability and workers' compensation insurance policies).

g) The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal, or adverse change.

h) The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

i) 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 or obligations, which arise out of this Agreement.

j) Evidence/Certificates of Insurance:

1. 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.

2. 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.

3. Certificates should contain the following additional information:
   i. Indicate that Escambia County is an additional insured on the general liability policy.

   ii. Disclose any self-insured retentions in excess of $1,000.

   iii. Designate Escambia County as the certificate holder as follows:

   Escambia County Board of Commissioners
   Attention:
   Robert Dye, Risk Manager
   P.O. Box 1591
   Pensacola, FL 32597-1591

   iv. Indicate that the County shall be notified at least 30 days in advance of cancellation.

k) 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.

l) 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 insurance as my be requested.

4. The Sponsor shall be responsible for all post-exhibit clean-up of the Fireworks Exhibition site referenced herein and the County properties within the areas south of Intendencia Street, west of Palafox Street, north of Government Street, and east of Baylen Street in Pensacola, Florida. Proper clean-up of County properties shall include, but not be limited to, disposing of all spent explosives and other garbage generated during the course of the subject event.

5. On Tuesday, January 3, 2017, at a mutually agreeable time, the County shall provide roof access to relevant County buildings, and the Sponsor shall be responsible for conducting necessary post exhibit clean-up of all relevant roof tops, including but not limited to attached gutter systems.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Witness

_____
Witness

By: _____
Jack R. Brown, County Administrator

Date: _____, 2016

SPONSOR:
Gallery Night Pensacola, Inc.

By: _____

Title: _____

Date: _____, 2016

_____
Corporate Secretary

[SEAL]

CONTRACTOR:
Pyro Shows, Inc.

By: _____
Lansden E. Hill, Jr., President

Date: _____, 2016

_____
Corporate Secretary

[SEAL]

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/9/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11371 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Single Source Procurement with Sunbelt Fire Inc. in Excess of $50,000
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2016/2017 Purchase Order in Excess of $50,000 for the Public Safety Department - Michael D Weaver, Public Safety Department Director

That the Board approve a Single Source Procurement with Sunbelt Fire Inc., for repair and maintenance services on all Fire Services fleet vehicles, in the amount of $125,000.

An Intent to Purchase from Single Source, reference: SS 16-17.003, was posted on the County's website per procedure No: PP-060 October 24, 2016, through October 31, 2016, with no response.

[Funding: Fund 143, Fire Services, Cost Center 330206, Fire Services]

BACKGROUND:

Issuance of this purchase order is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures were included in the approved budget for Fiscal Year 2016/2017.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire Services, Cost Center 330206.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue the purchase requisition in accordance with the adopted FY 2016/2017 budget upon approval.

Attachments

Sunbelt Fire back up

Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

SS 16-17.003

Intent to Purchase from Single Source

The Escambia County Public Safety Fire Services is notifying of the intent to purchase the goods or services listed below through Purchase Order or contract from a single source, the only known provider- Sunbelt Fire, Inc., 8050 McGowin Drive, Fairhope, Al 36532. The estimated expenditure is $125,000.

Base Description: **Year: Fiscal Year 16-17**

Information regarding known sources for the goods or services meeting the specifications for SS 16-17.003, should be forwarded to the Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32502 on or before the date posted for notification.

Contact Information: Claudia Simmons, Manager casimmons@co.escambia.fl.us

Reference: SS 16-17.003

Posted	**Monday, October 24, 2016**
Last Day for Notification	**Monday, October 31, 2016**
Department Contact	**Adam Harrison**

DESCRIPTION OF INTENDED
SINGLE SOURCE PURCHASE

Department: Public Safety/Fire

Department Contact:
Name: Adam Harrison
Address: 6575 N W st Pensacola Fl 32505
Telephone: 850-426-9980
Email: ajharris@myescambia.com

Internal tracking number, SS 16-17.003

Date Posted: 10-24-16 **Last Day for receipt of information:** 10-31-16

This description of goods or services intended for purchase from a single source is posted in accordance Purchasing Policy PP060 Section VIII (B) (3) and in compliance with section 287.055(5)(c), Florida Statutes and will remain posted for a period of at least 7 business days.

Commodity or Service Required
Parts for E-One Fire Trucks

Quantity or Term

10/1/2016 – 9/30/2017

Requestor

Public Safety/Fire

Performance and/or Design Requirements

Must have parts in stock or deliver in a timely manner.

Intended source

Sunbelt Fire Inc.

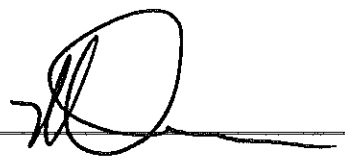
Estimated Dollar Amount:

$125,000

Justification for single source acquisition

Closest shop that has certified warranty technicians to work on E-One apparatus and carries parts to repair E-One apparatus.

Approved By:

Dept. Director: 

SINGLE SOURCE PURCHASE DATA SHEET

Date Submitted: ~~09/09/2015~~ 10/20/16	Requestor:Adam Harrison Ext. #
Requisition No.:	Dept./Div. Name: Public Safety/Fire Dept.
Item Description: Repair and maintenance of E-One fire apparatus	
Your Suggested Vendors Name: Sunbelt Fire Inc.	
Vendor's Address: 8050 McGowin Dr Fairhope AL, 36532	
Vendor's Phone #1-800-642-8484	Contact Name: Mike Hanna
Single Source Justification, state why this is the only brand or source which will fulfill your needs:	
Sunbelt Fire is the only authorized E-One dealer in our area. Sunbelt Fire has the exclusive	
rights for E-one products/parts and repair in our area. If an authorized dealer is not used for	
certain repairs it will void the warranty on the apparatus.	
Comment and/or verify if there are other sources of supply that meet this need:	
They meet the needs, but are located in south Florida and do not have tech's in the area.	
Vendor #1 contacted: Hall-Mark Fire Apparatus	Telephone: 1-800-524-6072
Vendor #2 contacted:	Telephone:
Vendor #3 contacted:	Telephone:
Attachments: Yes ✓ No	Patrick A. Grace 10/20/2016
Requesting Division Head Signature: Patrick A. Grace	Date: 09/10/2015
Requesting Department Head Signature: 10/20/16	Date: 9/11/2015
Review by Purchasing Staff	
Purchasing Division:	Buyer Review: Date:
Supervisor Review:	Date:
Purchasing Manager - Single Source Determination	
Comments: Post on website for 7 Days	
✓ Approval ___ Disapproval	
Purchasing Manager Signature: Claudia Simmons	Date:
Purchase Order No.:	Amount of Purchase: $ 150K

F0170 (Rev 8/05)

Billy Miles
Director of Operations
Service and Support
Office :(352) 861-3223
Fax: (352) 237-2999
bmiles@e-one.com

January 28, 2015

Dear Customer,

Sunbelt Fire is the only Authorized E-ONE Dealer for your location and is the sole source for E-ONE service and parts in your area. Sunbelt is one of our best service providers and E-ONE as the original manufacturer of your apparatus recommends Sunbelt as the best facility to perform any and all needed repairs on E-ONE products.

Sincerely

Billy Miles

Billy Miles

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11432 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Florida Department of Health, Bureau Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Oversight, Emergency Medical Services (EMS) County Grant Application for the Fiscal Year 2016/2017, in the amount of $39,635.68:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the State of Florida EMS Trust Fund, as the Escambia County Emergency Medical Services Award, shall be used to improve and expand the County prehospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign the EMS Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects, Revenue Account 334221, Cost Center 330318]

BACKGROUND:

The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. In July, the DOHEMS announced that the completed application for the annual grant must be received by 5:00 p.m., EDST, on December 16, 2016. The award sum of $39,648 is forty-five percent of the funds Escambia County deposited into the state EMS Trust Fund for traffic fines surcharges as specified in Section 401.113(1), F.S., for the period July 1, 2015, through June 30, 2016.

The funds are made available to improve and expand pre-hospital EMS systems in the

county and the following, requested for purchase by the grant application, meet these requirements: Pulse Point Annual Licensing Fee, Pulse Point Implementation Fee, and Binder Lift Size Standard.

BUDGETARY IMPACT:

The Florida Department of Health, Bureau of Emergency Medicals Services, EMS County Grant The Florida Department of Health, Bureau of Emergency Medicals Services, EMS County Grant award will have a positive financial impact for Escambia County Emergency Medical Services. This award will increase funds available to EMS for the express purpose of improving pre-hospital patient care in Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, reviewed these documents and approved them as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's grant application policy.

IMPLEMENTATION/COORDINATION:

Tamika Williams, Public Safety Business Operations Manager, will oversee implementation of this grant.

Attachments

Resolution
EMS County Grant Application
Grant Notification Letter

RESOLUTION R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CERTIFYING THAT CERTAIN MONIES RECEIVED FOR USE IN FISCAL YEAR 2016/2017 FROM THE STATE OF FLORIDA EMS TRUST FUND SHALL BE USED TO IMPROVE AND EXPAND THE COUNTY'S PREHOSPITAL EMS SYSTEM AND SHALL NOT SUPPLANT EXISTING EMS BUDGET ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature established the Emergency Medical Services (EMS) Trust Fund pursuant to passage of Chapter 85-167, Laws of Florida; and

WHEREAS, for over a decade, Escambia County has been the recipient of these critical funds received from motor vehicle fines earmarked for the EMS Trust Fund; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety and general welfare of the residents of Escambia County that this resolution shall be enacted in accordance with Chapter 10D-95, Florida Administrative Code.

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

Section 1. That the above whereas clauses are true and incorporated by reference herein.

Section 2. That pursuant to the requirements of Florida law, the Board of County Commissioners hereby certifies that the monies received from the State of Florida EMS Trust Fund shall be used to improve and expand the County's prehospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner.

Section 3. 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

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Douglas B. Underhill, Chairman

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Legal Asst
Date: 11/29/16

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Program
Complete all items

ID. Code (The State EMS Program will assign the ID Code – leave this blank) C50

1. County Name:	**Escambia County EMS**
Business Address:	**P.O. Box 1591**
	Pensacola, FL 32597-1591
Telephone:	**(850)595-4000**
Federal Tax ID Number (Nine Digit Number). VF	**59-6000598**

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature: Date: **11/22/2016**

Printed Name: Douglas B. Underhill, Chairman

Position Title: **Chairman, Escambia County Board of County Commissioners**

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:_____ DEPUTY CLERK

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: **Steve White**

Position Title: **Chief of Emergency Medical Services**

Address: **6575 North W Street**

Pensacola, Florida 32505

Telephone: **(850)471-6426** | Fax Number: **(850) 471-6455**

E-mail Address: **spwhite@myescambia.com**

4. Resolution: Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We cannot process for funds without a current resolution.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)

Escambia County Emergency Medical Services

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries =	$ 0.00
TOTAL FICA & Other Benefits =	
Total Salaries & Benefits =	**$ 0.00**

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
Total Expenses =	**$ 0.00**

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
PulsePoint Annual Licensing Fee	**12,996.00**
PulsePoint Implementation Fee	**11839.98**
Binder Lift Size Standard	**14,800**
Total Veh. & Equipment =	**$ 0.00**
Grand Total =	**$ 39635.68**

FLORIDA DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES (EMS) GRANT SECTION

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:
The agency name and mailing address **must** be in the state MyFloridaMarketPlace (MFMP) system.

Name of Agency: **Escambia County EMS**

Mailing Address: **221 Palafox Place, Suite 400**

Pensacola, FL 32502-5837

Federal Identification number: **VF-59-60000598**

Authorized County Official: _____
Signature **Date**

Douglas B. Underhill, Chairman, Escambia County BCC
Type or Print Name and Title

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

Sign and return this page with your application to:

Florida Department of Health
Emergency Medical Services Section, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722

Do not write below this line. For use by State Emergency Medical Services Program

Grant Amount for State to Pay: $_____ Grant ID: Code: C50_____

Approved By : _____ _____
Signature of State EMS Grant Officer Date

State Fiscal Year: 2016 - 2017

Organization Code	E.O.	OCA	Object Code	Category
64-61-70-30-000	05	SF005	750000	059998

Federal Tax ID: VF _ _ _ _ _ _ _ _ _

Grant Beginning Date: _____ Grant Ending Date: _____

Tamika L. Williams

From: Van Lewen, Alan [Alan.VanLewen@flhealth.gov]
Sent: Monday, August 29, 2016 8:10 AM
To: District4
Cc: Tamika L. Williams
Subject: County EMS Grant Announcement

We are pleased to announce that you may now request your annual emergency medical services (EMS) county grant funds. The amount for your county this year is $39,648.00.

The state EMS grant website address follows, which contains links with the instructions and forms.

http://www.floridahealth.gov/provider-and-partner-resources/ems-grants/index.html

Section 401.113 (I); Florida Statutes, requires the funds must be used solely to improve and expand pre-hospital EMS. Therefore, replacement, indirect, and recurring costs are not allowable.

Your grant budget total that you submit must equal the amount cited above.

The deadline for us to receive the completed application is December 16, 2016.

Send the completed and signed documents by email attachment or mail the original and one copy to the following address.

DOH EMS, County Grants
Attn: Alan Van Lewen
4052 Bald Cypress Way, Mail Bin A-22
Tallahassee, FL 32399-1722.

Please see the instructions in the website links or contact me if you have any questions.

Alan Van Lewen
Health Services and Facilities Consultant Telephone: (850) 245-4440 Ext. 2734
DOH Emergency Medical Services Fax: (850) 245-4378 or (850) 488-9408
4052 Bald Cypress Way, Mail Bin A-22 E-Mail: Alan.VanLewen@flhealth.gov
Tallahassee, FL 32399-1722

DOH Mission: To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your email communications may therefore be subject to disclosure (section 668.6076, *Florida Statutes*).

State EMS Grants. Please refer to the following website for information.
http://www.floridahealth.gov/provider-and-partner-resources/ems-grants/index.html

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How are we doing? Please let us know by taking this short survey. Thank you!
https://www.surveymonkey.com/r/39vsb32

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11386 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Purchase Order for Accela Land Records Management Platform Subscription and Hosting Fees
From: Donald R. Mayo, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order for Accela Subscriptions Services - Harry T. Gibson, CFM, Interim Building Services Department Director/Building Official

That the Board approve and authorize the issuance of a Purchase Order, in the amount of $252,587.43, to Accela, Inc., for annual Accela Civic Platform subscription services, annual maintenance fees for Accela IVR, and annual hosting fees for Accela IVR for the County.

[Funding: Fund 001, General Fund, Cost Center 270102, Information Systems - $126,293.71, and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration - $126,293.72]

BACKGROUND:

Each year, the Building Services Department and the Budget Services Department, Information Technology Division, have shared equally in the cost of the annual Accela Land Records Management software maintenance fees for all users in Escambia County. On October 22, 2015, the Board approved to exchange these Accela products, which were on-premise self-hosted software, to Accela Subscription Services, which are Accela hosted and managed services. This agreement with Accela continues these annual subcription services to the Accela Civic Platform and Accela Citizen Access, annual maintenance fees for Accela IVR, and annual hosting fees for Accela IVR for the period of 12/23/2016 to 12/22/2017. County staff has carefully examined the Hosting Agreement and IVR Maintenance Agreement, and determined that it will be beneficial to Escambia County to renew these services for all users.

BUDGETARY IMPACT:

Funds are available in Fund 001 General Fund, Cost Center 270102 Information Systems, and Fund 406 Building Inspections Fund, Cost Center 250111 Building Inspections Administration.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Division 3, Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

No implementation required.

Attachments

Accela Hosting Invoice
Accela Hosting Agreement
Amendment to Hosting Agreement
IVR Hosting Agreement
IVR Maintenance Agreement

Accela

Accela Inc.
2633 Camino Ramon, Suite 500
San Ramon CA 94583

Invoice #	INV-ACC24819
Invoice Date	10/10/2016
Invoice Currency	USD
Term Start Date	12/23/2016
Term End Date	12/22/2017
Billing Details #	
Page	1 of 1

Bill To:
Escambia Co, FL
Building Inspections Div.
3300 N. Pace Blvd.
Suite 300
PO Box 17248
Pensacola FL 32522-7248

Ship To:
Sue Garrett
Escambia, FL - County of
Building Services Department
3363 West Park Place
Pensacola FL 32505

Purchase Order No.	Customer ID	Accela Contract	Payment Terms	Due Date
	1916 Escambia, FL - County of	11428_2016-12-23_2017-12-22	Net 30	11/09/2016

Item Number	Description	Quantity	Ext. Price
SR10APFMSAS0001	Accela Civic Platform - Subscription User Renewal	100	$221,367.60
SR10AACAPOP0001	Accela Citizen Access - Subscription Population Renewal	253,894	$7,845.32
MR100IVRM120601	Accela IVR Annual Maintenance and Support Renewal	1	$10,298.97
HR10AIVR0000601	Accela IVR Managed Service Fees Renewal Term: 12/23/16 - 12/22/17	1	$13,075.54

Subtotal	$252,587.43
Trade Discount	
Tax	$0.00
Total Invoice Amount USD	$252,587.43

Please direct inquiries to:
Accounts Receivable Dept. at (925) 659-3275
Send an email to: accountsreceivable@accela.com

Accela TAX ID: 94-276-7678

Remit To:
Accela Inc.
774375
4375 Solutions Center
Chicago, IL 60677-4003

Wiring Instructions
Wells Fargo Bank
For credit to: Accela Inc.
Account: 412-1765507
ABA: 121000248

Escambia County
Clerk's Original

10/22/2015 C/W #12

Accela

Attn: Sue Garrett
SOF Number: Q-04771
Date: August 20, 2015
Customer: Escambia County, FL
Subscription Agreement: Version 102114a
Proposed By: Jeffrey Reese

Bill To:
Escambia County, FL
Building Inspections Div.
3300 N. Pace Blvd.
Suite 300
PO Box 17248
Pensacola, Florida 32522-7248
United States

Ship To:
Escambia County, FL
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 230
Pensacola, Florida 32522-7248
United States

Payment Terms & Conditions

Payment Term: Net 30
PO Required: Yes
PO Number:

Service Start Date: On Delivery Date
Service End Date: 12 Months from Delivery Date
No. of Annual Terms: 5
Billing Frequency: Annual

Date: 10/28/2015 Verified By: [signature]

Other Terms & Conditions

- Agency will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.
- If the Agency requires additional on-site assistance, a separate estimate and Statement of Work will be provided.
- Annual Subscription fees do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.
- Annual subscription fees will not increase by more than 3% over the previous year's fees during the initial five year term.
- Customer may terminate the Subscription Services for its convenience and without cause at any time during the term by providing written notice to Accela at least thirty (30) days prior to the intended date of termination. No refund or credit will be provided in the event of termination.

Alternative Terms Disclaimed

The parties expressly disclaim any alternative terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Subscription

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
SS10APFMSAS0001	Accela Civic Platform - Subscription User Initial	100	USD 2,388.00	USD 238,800.00	USD 214,920.00
SS10AACAPOP0001	Accela Citizen Access - Subscription Population Initial	253,894	USD 0.03	USD 7,616.82	USD 7,616.82
	Subtotal			USD 246,416.82	
				Subscription TOTAL:	USD 222,536.82

Board of County Commissioners
Escambia County Florida

Customer
Signature [signature]
Print Name Steven Barry
Title Chairman
Date 10/27/2015

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY [signature]
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Accela, Inc.
Signature
Print Name
Title
Date

BCC Approved October 22, 2015

Approved as to form and legal sufficiency.
By/Title: M Cranford
Date: 10-13-15

Fax: Attn. of Contracts Administration at (925) 407-2722.
Email: contractsadmin@accela.com
Mail To: Accela, Inc. 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, CA 94583

THANK YOU FOR YOUR BUSINESS!

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 52615a

1. As used herein, "Accela" refers to Accela, Inc. and "Customer" refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the "Parties".

2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

3. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term.

4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term's annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-day period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Accela and paying the fees associated with the increase. Such fees will be calculated as the pro-rata remaining portion of the subscription term, rounded-up to the nearest full month.

5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights

hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. If a third-party product is supplied by Accela, no support for any third party product is provided, unless an addendum is attached hereto, identifying the product and specifying the terms and conditions of any support. **Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

9. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

10. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

11. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing, can be objectively verified, and the Subscribed Services are being used in live-production. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

12. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as U=O/(M-P)*100, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	*Credit*
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

13. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to

contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

14. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

15. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.

16. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:
(i) a copy of its data in a database dump file not more than once per calendar quarter, ;
(ii) an APO property conversion upload, not more than twice per annual term, and
(iii) a Crystal Report placement not more than ten (10) times per annual term.

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela.

17. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order.

18. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section.

19. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

20. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, Accela will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

21. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations,

computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

22. **ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

23. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

24. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

25. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

26. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, 22, and 27 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period. Section 21 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

27. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

Escambia County
Clerk's Original

10/22/2015 #12 CW
Recommendation

AMENDMENT

1. Parties

ACCELA	CUSTOMER
Accela, Inc.	Escambia County, Florida
2633 Camino Ramon, Suite 500	Board of County Commissioners
Bishop Ranch 3	3363 West Park Place
San Ramon, California 94583	Pensacola, Florida 32505
Attention: Contracts Administration	Attention: Building Services Department
T: 925.659.3200	T: 850.595.3693
F: 925.407.2722	F: 850.595.3589
e-Mail: contractsadmin@accela.com	e-Mail: gsgarret@myescambia.com

2. Effective Date This Amendment to the Consulting Services Agreement between Accela, Inc. and Escambia County, dated December 5, 2006, ("Agreement") is effective as of December 22, 2015 ("Effective Date").

3. Deliverables and Compensation

3.1 Customer has opted to exchange certain Accela software products from on-premise self-hosted software licenses to Accela Subscription Services. The Accela Subscription Services as more fully described in the Subscription Order Form, Terms and Conditions, attached hereto as Attachment A and incorporated into the Agreement, supersede the prior license and maintenance terms as to Accela Automation® Land Management, Accela Automation Licensing™, Accela Wireless/Mobile Office™, Accela GIS™, and Accela Citizen Access™ ("Subscription Service Products").

3.2 Customer's tenth-term annual maintenance obligations for the Subscription Service Products will cease upon the Effective Date. Maintenance obligations for Accela IVR™ shall remain in full force and effect as more fully described in the Maintenance Agreement, attached hereto as Attachment B and incorporated into the Agreement.

3.3 Managed Services (Hosting) for Accela IVR, as more fully described in the Hosting Agreement, attached hereto as Attachment C and incorporated into the Agreement, shall commence as of the Effective Date.

3.4 The Subscription Services, IVR Maintenance, and IVR Hosting services shall continue for five (5) years. The associated fees for the five year period are summarized as follows:

Deliverables	Quantity	Fees
Accela Civic Platform – Subscription Services	100	$214,920.00
Accela Citizen Access – Subscription Services	Pop. 253,894	$7,616.82
Tenth-Term Annual Maintenance Fees for Accela IVR (12/22/15 – 12/21/16)	1	$9,999.00
Annual Hosting Fees for Accela IVR (12/22/15 – 12/21/16)	1	$12,694.70
	Total of Fees	**$245,230.52**

Fees are fixed price deliverables and due upon the Effective Date. Payment terms are net 45. During the extended five year term, annual fees shall not increase by more than three percent (3%) over the previous year's fees.

Not Agenda Backup
12/8/2015 [illegible]

4. Terms and Conditions

4.1. Customer may elect to continue its Subscription Services, Maintenance Services and Hosting Services for additional annual terms by paying to Accela the fees associated with such terms as defined in Attachments A, B, and C, respectively.

4.2. Unless specifically amended, modified, or supplemented by this document, all terms and conditions of prior written agreements between the parties shall remain unchanged and in full force and effect. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

4.3. If any particular provision of this document is determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

Approved as to form and legal sufficiency.

By/Title: M Crawford ACA
Date: 12-1-15

BOARD OF COUNTY COMMISIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

Date: 12/8/2015

Attest: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: 10/22/2015

ACCELA, INC.

By: _____
(Signature)

By: _____
(Printed Name)

Dated: _____

Attachments A, B, and C Follow

Escambia County
Clerk's Original

10/22/2015 C/w #12

HOSTING AGREEMENT

1. Parties

ACCELA	CUSTOMER
Accela, Inc.	BCC, Escambia County, FL
2633 Camino Ramon, Suite 120	Steven Barry, Chairman
Bishop Ranch 3	
San Ramon, California 94583	_____
Attention: Contracts Administration	Attention: _____
T: 925.659.3200	T: _____
F: 925.407.2722	F: _____
e-Mail: contractsadmin@accela.com	e-Mail: _____

This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this HA to Accela **no later than** _____, **201**____, this HA is effective as of the date of Customer's signature and will continue for a period of _____ (____) years. Customer may elect to continue these hosting services for an additional annual term by paying to Accela the fees associated with said additional term when these are due. Such fees will be calculated as the prior term's annual fees plus an increase of five percent (5%).

2.2 Termination Either party may terminate if the other party materially breaches this HA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this HA, all rights granted to Customer are cancelled and revert to Accela.

3. Hosting Services

3.1 Scope of Hosting Services Accela will provide the hosting services described in this Section and in Exhibit A for the following software products ("Hosted Applications"):

- _____

3.2 System Administration and Security The Hosted Applications will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

3.3 Infrastructure Availability Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to live-production Hosted Applications unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which much be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, Accela warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine

Date: 10/28/2015 Verified By: D. Carver

percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, Accela will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by Customer in writing or by e-mail to Accela, can be objectively verified, and the Hosted Application is being used in live-production. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

3.4 Warranty Accela will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to Accela for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

3.5 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as U=O/(M-P)*100, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to 99.0%	15% of pro-rated monthly hosting fees
Less than 99.0% but greater than or equal to 95.0%	35% of pro-rated monthly hosting fees
Less than 95.0%	100% of pro-rated monthly hosting fees

4. Customer Property Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to Accela. Customer retains full ownership of its data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of Customer, Accela will provide Customer with:

(i) a copy of its data in an Oracle database dump file, not more than once per calendar quarter,
(ii) an APO property conversion upload, not more than twice per annual term, and
(iii) a Crystal Report placement, not more than ten (10) times per annual term.

Within thirty (30) calendar days following termination or expiration of this HA, Customer may request that Accela provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays all unpaid amounts due to Accela. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, Accela will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

4. Compensation

4.1 Hosting Fee In exchange for the Hosting Services described hereinabove, Customer will pay to Accela a hosting fee of _____ ($_____). Said hosting fee is a fixed-price deliverable for which full payment is due upon signing.

4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described herein. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

5. Confidentiality

5.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
b) information which is available to Recipient from a third party without violation of this HA or Disclosing Party's intellectual property rights;
c) information disclosed pursuant to Subsection 6.4 below;
d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
e) information which is subpoenaed by governmental or judicial authority; and
f) information subject to disclosure pursuant to a state's public records laws.

5.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this HA ("Confidentiality Term").

5.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for

Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

5.4 Publicity During the term of this HA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

6. Other Terms and Conditions

6.1 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

6.2 Force Majeure If either party is delayed in its performance of any obligation under this HA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

6.3 Dispute Resolution This HA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this HA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this HA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this HA will not prevent that party from thereafter objecting to that breach or any other breach of this HA.

6.4 Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.

6.5 Survival The following provisions will survive the termination or expiration of this HA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof with the

exception of Subsection 6.4; and Section 7 and all subsections thereof with the exception of Subsection 7.2.

6.6 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

6.7 Severability and Amendment If any particular provision of this HA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this HA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this HA will be effective unless it is described in writing and signed by the Parties.

ACCELA

By: _____
(Signature)

_____
(Print Name)

Its _____
(Title)

Dated: _____
(Month, Day, Year)

CUSTOMER Board of County Commissioners
Escambia County, Florida

By: _____
(Signature)

Steven Barry
(Print Name)

Its Chairman
(Title)

Dated: 10/27/2015
(Month, Day, Year)

Exhibit Follow.

END OF DOCUMENT

Approved as to form and legal sufficiency.
By/Title: M Crawford
Date: 10/13/2015

BCC Approved October 22, 2015

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

EXHIBIT A
Hosting Services

Accela will provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela will provide, where allowable, a copy of the datacenter's annual SSAE-16 Type 2 audit report. Accela will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy
- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The proposed solution shall operate with an Oracle database backend.

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by Accela employees, jurisdictions and customers.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

Accela will maintain any service agreements for the equipment and operating systems, and maintain the equipment in optimal working order.

Accela shall provide a PCI compliant infrastructure for deployment within the proposed data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems and the Accela applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network resources and cardholder data

Accela will provide operational services to support the infrastructure and operating environment.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary, test, production and staging environments.

Accela shall provide a business continuation strategy that can be implemented in the event of catastrophic failure at the Accela's primary site; such a strategy will provide that the Accela backup site will be live and functional within 24 hours.

Accela shall ensure there are no covert channels to access the system and must take precautions to protect the system and data from Trojan invasion.

Accela contracts for extended warranty services. In the event that warranty services are required, Accela shall provide staff support sufficient to complete all necessary service and maintenance to the hardware and software platform for the duration of a Vendor-site support agreement.

Accela shall perform daily backups of the data using Oracle RMAN-based, compressed backup sets. . The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage

system. Accela's backup strategies and fully redundant DR site ensure that a complete system rebuild of data will not be necessary.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than 43 minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

The Accela system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major releases and two weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

Accela will provide the customer with a full database export on a quarterly basis. The customer has the option to request a more frequent export if desired, but will not exceed one per calendar week. Data exports will be posted to the Accela FTP site within 72 hours of the request.

Accela will respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, Accela will expedite this process to an extent that is reasonable for the request.

To provide the Hosting Services, Accela shall provide, host, manage and maintain the System as follows:

A. Management, Support and Maintenance of Hardware.

1. Accela will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela will provide a mirrored backup of the system.

2. Accela will provide, manage and maintain, for the System, the physical hardware, racks, and switches. This will involve any physical fix as needed, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

Accela will be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in this Agreement.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

Accela will perform the following tasks:

- Manage third party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)

- Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
- Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage

D. Facilities Services

Accela will provide a PCI compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. Accela will perform the following:
   - Provide the operational support processes required for up/down monitoring
   - Document and track all detected problems using the site problem management process
   - Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. Accela shall provide skilled staff to support all operational support services at an Accela data center facility.
2. Accela will perform the following:
   - Perform systems operation functions such as power on/off and start/stop/reset device intervention
   - Monitor vendors on the Accela premise performing work maintenance or problem resolution work
   - Maintain responsibility for procuring any expendable supplies (CDs, tapes, cleaning supplies, and so forth)

G. Operating System Management

1. Accela shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. Accela will perform the following:
   - Install and maintain system-level software, such as operating system and other system-level products software requiring user access
   - Monitor system software status and take necessary action to resolve any issues
   - Perform operation system software tuning as required to maintain daily operations for Accela-provided services
   - Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
   - Install patches per vendor instructions for security exposures deemed critical by the vendor
   - Participate in the identification of connectivity and associated network problems
   - Plan and implement necessary changes for the System
   - Document and track all configuration management changes using the site change management process
   - Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system and flat-file data.
2. Accela will perform the following:
   - Design and implement the backup Plan
   - Perform backups

- Provide for data restores as needed if Agency causes the need for a data restoration, Agency will be responsible for the cost of the data restore at the hourly service rate in the Contract.
- Monitor backup processes and verification of successful completion
- Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. Accela will perform to following:
   - Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
   - Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
   - Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
   - Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela will provide server management services.

K. Hardware Management

Accela will provide Hardware Management. Hardware management provides the services necessary to enable compute equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela will provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

Accela will provide Virus Protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela will provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela will provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

Accela will provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

Accela will provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela will provide mirrored secondary site allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. Accela will provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

Accela will provide multiple ways to recover data:

- Use of Oracle's flashback technology at either the query or table level
- Mounting of the latest snapshot as a cloned database to retrieve data
- Use of the logical export to restore the data to a new database to export it.
- Use of RMAN to perform a point-in-time recovery of the data files and archive logs to an isolated cloned instance

Use of RMAN to perform a point-in-time recovery of the database proper Switchover/Failover to the DR site in case of a severe primary site outage.

END OF DOCUMENT

Escambia County
Clerk's Original

10/22/2015 c/w #12

Date: 10/28/2015 Verified By: [signature]

MAINTENANCE AGREEMENT

1. Parties

ACCELA	CUSTOMER
Accela, Inc.	BCC, Escambia County, FL
2633 Camino Ramon, Suite 500	Steven Barry, Chairman
Bishop Ranch 3	
San Ramon, California 94583	_____
Attention: Contracts Administration	Attention: _____
T: 925.659.3200	T: _____
F: 925.407.2722	F: _____
e-Mail: contractsadmin@accela.com	e-Mail: _____

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this MA to Accela **no later than** _____, **201**__, this MA is effective as of the date of Customer's signature and will continue for a period of _____ (____) years. Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due; said fees will not increase by more than ten percent (10%) from the maintenance fees for the preceding term. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2.2 Termination Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to Accela.

3. Scope of Maintenance

3.1 Maintenance Services

3.1.1 Telephone Support Accela will provide Customer with a telephone number to contact Accela Customer Support, Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.

3.1.2 E-Mail Support Accela will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours.

3.1.3 Online Support Accela will provide Customer with access to archived software updates and other technical information in Accela's online support databases, which are continuously available.

3.1.4 Remote Support When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method.

3.1.5 On-Site Support If Customer does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to Customer at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

3.1.6 Software Updates Accela will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by Accela. Software updates will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site.

3.2 Maintenance Limitations

3.2.1 Limitations Generally The following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:

a) Services required due to misuse of the Accela-maintained software products;
b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela;
c) Services required by Customer to be performed by Accela outside of Accela's usual working hours;
d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
e) Services required due to the operation of interfaces between the Accela-maintained software products and other software products or systems, even where such interfaces were provided or implemented by Accela;
f) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
h) Services requested by Customer to implement software updates provided by Accela pursuant to this MA; and
i) New or additional applications, modules, or functionality released by Accela during the term of this MA.

3.2.2 Legacy Releases Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this MA, but may be separately available at rates and on terms which may vary from those described herein.

3.3 Warranty Accela will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products

does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of maintenance fees paid to Accela for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Customer's maintenance request.

3.4 Compensation

3.4.1 Maintenance Fees In exchange for the Maintenance Services described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A.

3.4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
b) information which is available to Recipient from a third party without violation of this MA or Disclosing Party's intellectual property rights;
c) information disclosed pursuant to Subsection 4.4 below;
d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
e) information which is subpoenaed by governmental or judicial authority; and
f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar

importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.4 Publicity During the term of this MA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

5.1 Customer Obligations As required, Customer will provide Accela with appropriate access to Customer's facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some maintenance services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of Accela's software products. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.

5.2 Proprietary Rights The remedial methods, software updates, and product information provided to Customer pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between Accela and Customer.

5.3 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. If a third-party product is supplied by Accela, no support for any third party product is provided, unless an addendum is attached hereto, identifying the product and specifying the terms and conditions of any support. Third-party applications which utilize or rely upon the application services may be adversely affected by remedial or other actions performed pursuant to this MA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

5.4 Force Majeure If either party is delayed in its performance of any obligation under this MA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

5.5 Dispute Resolution This MA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this MA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this MA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this MA will not prevent that party from thereafter objecting to that breach or any other breach of this MA.

5.6 Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.

5.7 Survival The following provisions will survive the termination or expiration of this MA: Section 2.1, as to Customer's obligation to pay any fees associated with a lapse in maintenance coverage upon resumption of such coverage; Section 3.3, as to limitation of remedy; Section 3.4 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1 and 5.4.

5.8 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

5.9 Severability and Amendment If any particular provision of this MA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this MA will be effective unless it is described in writing and signed by the Parties.

ACCELA	**CUSTOMER** Board of County Commissioners Escambia County, Florida
By: _____ (Signature)	By: _____ (Signature)
_____ (Print Name)	Steven Barry (Print Name)
Its _____ (Title)	Its Chairman (Title)
Dated: _____ (Month, Day, Year)	Dated: 10/27/2015 (Month, Day, Year)

Exhibit Follows.

END OF DOCUMENT

BCC Approved October 22, 2015

Approved as to form and legal sufficiency.

By/Title: M Crawford

Date: 10/13/15

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

EXHIBIT A

Deliverables	Fees
Total of Fees	

Maintenance Fees are fixed-price deliverables for which full payment is due upon signing.

END OF DOCUMENT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11389 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Contract Extension for PD 13-14.013, Chemical Water Treatment Contract
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Extension for Chemical Water Treatment Contract, PD 13-14.013 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Chemical Water Treatment Contract, PD 13-14.013:

A. Approve the first 12-month Contract extension, effective February 19, 2017, to Triple Point Industries, LLC.; and

B. Authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 and Fund 113, Library Fund, Cost Center 110502, Object Code 54601]

BACKGROUND:

On February 6, 2014 the Board awarded the Chemical Water Treatment Contract PD 13-14.013 to Triple Point Industries, LLC for a period of three (3) years, with an option to extend for two additional one (1) year terms for a total of five (5) years. The three (3) year period expires on February 18, 2017, and the contract manager is requesting to exercise the first one (1) year extension.

This Chemical Water Treatment Service and Maintenance Contract furnishes all professional services, equipment, controls and chemicals required to prevent scale build-up and corrosion in boilers, cooling towers, condensers, chillers, and closed recirculating systems at 17 of the County's buildings.

Triple Point Industries, LLC has agreed to offer the same terms and conditions with no

price increase.

The Board has requested that contract extensions be taken to the Board for approval.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 and Fund 113, Library Fund, Cost Center 110502, Object Code 54601]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the code of Ordinances of Escambia, FL 1999, Chapter 46, Finance, Article II, Purchase and Contracts. The Board has request that contract extensions be taken back to the Board for approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Contract Renewal Triple Point

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE $ 2nd Floor

P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
http://www.myescambia.com/purchasing

CLAUDIA SIMMONS
Purchasing Manager

November 15, 2016

RE: CONTRACT RENEWAL Specification PD 13-14.013, "Chemical Water Treatment Contract ".

Mr. Charles Maynard, President
Triple Point Industries, LLC.
P.O. Box 36423
Birmingham, Alabama, 35236
TEL: (205) 328-0808

Dear Mr. Maynard:
The Contract Agreement, **Chemical Water Treatment Contract, PD 13-14.013,** has been successfully executed by both Parties, for the past Thirty-six (36) months.

Escambia County, is presently requesting to extend the present **Contract Agreement,** for an additional **Twelve (12) month period,** upon the mutual agreement of Both Parties, with the original Terms of the Agreement. The current awarded period on the above referenced contract is due to expire on **Feburary 18, 2017.**

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested, or not on extending the contract for **Twelve (12) months**. I will need the signed letter (original) by returned by mail, and email, not later than **12:00 P.M., CST, November 21, 2016.** If you have any questions, please feel free to call **Lester L. Boyd, Purchase Coordinator at (850) 595-4944, fax: (850) 595-4805.**

Sincerely,
Lester L. Boyd

Lester L. Boyd
Purchasing Coordinator
LLB/llb

Cc: David W. Wheeler, CFM Director:

I want to extend the current contract **PD 13-14.013, "Chemical Water Treatment Contract", for Escambia County** for an additional **Twelve (12) months period** at the same terms and conditions.

X Yes ___ No Charles R Maynard 11-16-2016
Signature Date

Charles Maynard President
Printed Name of Signer Title of Signer

Comments: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11397 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Approval to Issue Fiscal Year 2016-2017 Purchase Orders in Excess of $50,000
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2016-2017 Purchase Order in Excess of $50,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2016-2017, approve the issuance of a blanket and/or individual Purchase Order in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
J.A. Dawson & Co. Inc Vendor Number: 040465 Purchase of new pavilions, additional playground components, and playground repair pieces to original manufactured playground equipment at various park facilities Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects)	$ 300,000	Original Equipment Manufacturer

BACKGROUND:

The issuance of these Purchase Orders during the first part of Fiscal Year 2016-2017 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 350226 Park Maintenance, Local Option Sales Tax III Fund (352), Cost Center 350229 Park Capital Projects.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Justification Narrative

GameTime Contract

Parks and Recreation Department

Over 50K List of Blanket Purchase Orders

Thursday, December 8, 2016 BCC Meeting

Board of County Commissioners Justification Narrative

- **Game Time, Inc./J.A. Dawson--- U.S. Contract Number 110179-- Game Time, Inc. is a playground company that has provided playground equipment, surfacing, site furnishings, and related playground and outdoor recreation equipment to Escambia County and other surrounding government entities for years. A vast amount of playground equipment in the parks inventory is Game Time equipment. This vendor, J.A. Dawson, carries Game Time equipment along with providing excellent customer service in a timely fashion. Please understand that this blanket purchase order recommendation does not bound the county into using Game Time or J.A. Dawson as the sole provider of playgrounds, but rather gives the opportunity to take advantage of U.S. Communities Contract and the special offers that are given by Game Time on close out units. We still would get quotes for new playground structures and units. Most important to this J.A. Dawson recommendation is when the county would like to add to a current Game Time unit or amenity, Game Time equipment is what matches or provides the best options as they are the original equipment manufacturer. Examples may include but not limited to, broken or vandalized slides, swing sets, climbing walls, etc. When these types of SAFETY aspects are identified, they must be handled AS SOON AS POSSIBLE to insure safety and reduce liability concerns. Game Time replacement parts must be used with Game Time Structures and not retrofitted. When these situations are presented, they must be handled immediately with the company and fitted and repaired with the correct replacement piece or material to insure continued safety. Once again, we will get quotes on new playground units for new projects, but this gives us security when and if replacements are needed, that it can happen quickly and safely, along with taking advantage of the US Communities contract pricing structure that is in place.**

Thank you for your time and support.

Escambia County Parks and Recreation Department

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. [illegible]

AGREEMENT TO PROVIDE PLAYGROUND EQUIPMENT, SURFACING, SITE FURNISHINGS AND RELATED PRODUCTS AND SERVICES

This Agreement (the "Agreement") is entered into as of this 17th Day of September, 2010 (the "Effective Date"), by and between PlayCore Wisconsin, Inc. dba GameTime (the "Company") a corporation doing business in North Carolina (the "Company"), and Mecklenburg County, a political subdivision of the State of North Carolina (the "County").

Statement of Background and Intent

A. The County issued a Request for Proposals (RFP Number 269-2010-183) dated March 19, 2010 requesting proposals from qualified firms to provide the County and other Participating Public Agencies with Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services hereafter referred to as ("Products"). This Request for Proposals, together with all attachments and any amendments, is referred to herein as the "RFP".

B. The Company submitted a proposal in response to RFP Number 269-2010-183 on May 5, 2010. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

C. The County awarded this contract on July 6, 2010, to Company to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services to the County all in accordance with the terms and conditions set forth herein.

D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to the Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at www.uscommunities.org. The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A:	Contract Pricing, Discount Structures and Pricing Incentives
Exhibit B:	Installation Fees
Exhibit C:	National Network of Distributors and Certified Installers
Exhibit D:	U.S. Communities Administrative Agreement
Exhibit E:	Freight Rate Schedules
Exhibit F:	Product Warranties
Exhibit G:	Company's Proposal (not attached, but incorporated herein by reference)
Exhibit H:	RFP #269-2010-183 (not attached, but incorporated herein by reference)

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):

2.1. *AGREEMENT.* The term "Agreement" shall mean this Agreement including the Company's Proposal, the RFP and all attachments, exhibits, and addenda (all as defined in the Statement of Background and Intent).

2.2. *DOCUMENTATION.* The term "Documentation" shall mean all written, electronic, or recorded works, and all enhancements and updates thereto, that describe the use, functions, features, or purpose of the Products and Services, including without limitation all functional and technical specifications, end user manuals, guides and other materials which relate to the Products and Services, or which are necessary to fully utilize the Products and Services.

2.3. *DELIVERABLES.* The term "Deliverables" shall mean all equipment, materials, drawings, data, wiring, cable, installation services, incidentals and all other items that the Company is required to complete and deliver to the County in connection with this Agreement.

2.4. *DEFECT.* The term "Defect" shall mean any failure of the Products, or any component thereof, to conform fully to the Specifications and Requirements. Non-conformity is not a Defect if it results from the County's misuse, improper use, alteration, or damage of the Products.

2.5. *EFFECTIVE DATE.* The term "Effective Date" refers to the date this Agreement is fully executed by all parties to the Agreement.

2.6. *PARTICIPATING PUBLIC AGENCY.* The term shall mean any and all states, local governments, school districts, and higher education institutions and other public agencies and nonprofit organizations that have authority to purchase from another public agency's competitively solicited contract.

2.7 *PRODUCTS.* The term "Products" shall mean Playground Equipment, Surfacing, Site Furnishings, and Related Products that the Company agreed to provide in the Company's Proposal.

2.8 *SERVICES.* The term "Services" shall include all services that the Company agreed to provide in the Company's Proposal, including all design, assembly, installation, reporting, and optional work.

2.9 *SPECIFICATIONS AND REQUIREMENTS.* The term "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products and Services which are set forth or referenced in: (a) this Agreement, including all Exhibits; (b) the Company's proposal, (c) the RFP; (d) the Documentation; and (e) any functional and or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products. Notwithstanding the forgoing, if the Company improves the Products or Services over time to incorporate new technology or improved features or functionality, and provided the improved Products or Services under this Agreement, the descriptions, specifications and requirements for such improvements hall be deemed part of the Specifications and Requirements. Also notwithstanding the forgoing, the Company's Bid shall only take precedence over the ITB to the extent the Company properly took exception to the terms of the ITB in the manner required by the ITB.

3. TERM.
The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment to the contract signed by both parties.

4. GENERAL DESCRIPTION OF PRODUCTS AND SERVICES.
The Company shall provide the Products and Services in accordance with the terms of the Company's proposal, and in compliance with all other conditions, covenants, stipulations, terms and provisions contained in this Agreement.

5 SHIPPING AND DELIVERY.
All shipments shall be F.O.B. destination with freight charges prepaid and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's freight bill. Estimated freight charges shall be provided at the time of quotation utilizing the freight rate schedules incorporated into this Agreement as Exhibit E.

6. INSTALLATION, MAINTENANCE AND SAFETY INSPECTIONS.
The County and Participating Public Agencies shall be responsible for contracting installation services on a project-by project basis as needed. If included with purchase, all equipment shall be installed by a GameTime Installer in accordance with the standards established by the terms, specifications, drawings, and construction notes for each project and meet manufacturer's specifications and industry standards. County and Participating Public Agencies shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Participating Public Agency shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

7. COMPENSATION.

7.1. The County shall pay the Company for Products and Services compliant with the Specifications and requirements of this Agreement based on the fixed percentage discounts from the current manufacturer's price index as identified and incorporated into this Agreement as Exhibit A.

7.2. The Company agrees the fixed percentage discounts will remain firm for the entire contract term

7.3. Pricing shall remain in effect until December 31, 2011. Thereafter, the Company shall advise the Charlotte-Mecklenburg Procurement Services Department in writing of any proposed price increases no later than sixty (6) days prior to the effective date of the requested increase.

7.4. The Company shall be responsible for furnishing and delivering approved price lists and the most current catalogs to the County and other participating public entities, upon request.

7.5. The Company agrees that if a public agency is otherwise eligible for lower pricing through a federal, state, regional, or local contract, the Company will match the pricing.

8. **OPTIONAL WORK.**
The County and Participating Public Agencies may elect to request quotations for additional services not specifically listed in the Company's proposal or this Agreement. The Company shall provide quotations for optional products and services as requested, to provide a full turnkey solution.

9. **BILLING.**
Each invoice sent by the Company shall detail all items delivered which are necessary to entitle the Company to the requested payment under the terms of this Agreement. The Company shall mail all invoices to:

Mecklenburg County
Finance - Accounts Payable
600 East 4th St.
Charlotte, NC 28202

The County will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax.

10. **GENERAL WARRANTIES.**
Company represents and warrants that:

10.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;

10.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

10.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;

10.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;

10.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

10.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

11. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**
Company represents warrants and covenants that:

11.1 The Services shall satisfy al. requirements set forth in this Agreement, including but not limited to the attached Exhibits;

11.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

11.3 Neither the Services, nor any Deliverables provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

11.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.

12. TERMINATION.

12.1. *TERMINATION WITHOUT CAUSE.* The County may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the Company.

12.2. *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

(a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

(b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

(c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

12.3. *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE COUNTY.* By giving written notice to the Company, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

(a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

(b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

12.4. CANCELLATION OF ORDERS AND SUBCONTRACTS.
In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

12.5. NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.
Any termination of the Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

12.6. *OBLIGATIONS UPON EXPIRATION OR TERMINATION.* Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new service provider access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate the Services to a new service provider; and (d) refund to the County all pre-paid Warranty Fees (other than pre-paid Warranty Fees for the then current year).

12.7. *NO SUSPENSION.* In the event that the County disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

12.8. *AUTHORITY TO TERMINATE.* The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

12.9. AUDIT. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Company shall be required to reimburse the County for the cost of the audit.

13. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Agreement, the Company shall cooperate with the County to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the County as determined by the County in its sole discretion. The transition services that the Company shall perform if requested by the County include but are not limited to:

a. Working with the County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

b. Notifying all affected service providers and subcontractors of the Company of transition activities;

c. Performing the transition service plan activities;

d. Answering questions regarding the products and services on an as-needed basis; and

e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

14. **AMENDMENTS.** In the event changes to the Agreement become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Agreement (an "Amendment"). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

In the event either party desires an Amendment, the party shall submit to the other party a proposed change. If the receiving party does not accept the Contract Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the proposed change. If the parties cannot reach agreement on a proposed change, the Company shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

15. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the County and the County's officers, employees and agents from and against any an all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) copyright, trademark or patent infringement or other infringement of proprietary rights with respect to any of the Products or Services delivered to the County pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Agreement; or (iii) arising from the Company's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that a Company employee or subcontractor is an employee of the County, including claims relating to worker's compensation, failure to withhold taxes and the like.

If an Infringement Claim occurs, the Company shall either: (i) procure for the County the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the System or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the County is directed to cease use of a Product or Service, the Company shall promptly refund to the County all amounts paid under this Agreement, other than Extended Maintenance Fees.

The indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional acts of anyone other than the Company or their affiliates; inadequate surfacing; or vandalism.

It is the intent of any insurance provided by the Company to indemnify for product liability claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by Company or Company's subcontractors. This clarifies and supersedes any other section of the contract concerning indemnification that could be interpreted otherwise.

16. **INSURANCE.** Throughout the term of this Agreement, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Agreement, or in the event the Company fails to provide the County with the required certificates of insurance, the County shall be entitled to terminate this Agreement immediately upon written notice to the Company.

16.1. General Requirements.

(a) The Company shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section and such insurance has been approved by the County. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

(b) All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the County with proof of insurance coverage by certificates of insurance accompanying this Agreement and shall name the County as an additional named insured under the commercial general liability.

(c) The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

16.2. Types of Insurance. The Company agrees to purchase and maintain during the life of this Agreement with an insurance company, acceptable to the County, authorized to do business in the State of North Carolina the following insurance:

(a) Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit - bodily injury and property damage.

(b) Commercial General Liability. Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.

(c) Workers' Compensation Insurance. The Company shall meet the statutory requirements of the State of North Carolina, $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Agreement. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

It is understood that Playground Equipment will be in the care, custody, and control of the County or Participating Public Agency following installation. It is further understood that the Company cannot additionally insure the eventual owners of the equipment for Participating Public Agencies nationwide for any damages that result from lack of maintenance, inadequate supervision, negligence, or intentional acts

by anyone other than the Company or their affiliates; inadequate surfacing, or vandalism. The responsibility for maintenance and supervision belongs to the County or Participating Public Agency and the public user respectively.

17. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the County that may arise under law or under the terms of this Agreement.

18. **SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Agreement without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the County as a third party beneficiary.

11. **NON-DISCRIMINATION.** The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

The Company agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the County of the final disposition of such cases.

19. **AUDIT.** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement or the County's payment obligations.

20. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the County in connection with this agreement. County data processed by the Company shall remain the exclusive property of the County. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the County in any manner except that contemplated by this agreement.

21. **WORK ON COUNTY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the County's premises, obey all instructions and directions issued by the County's project manager with respect to work on the County's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on the County's premises.

22. **DRUG-FREE WORKPLACE.** The County is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

22.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition:

22.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any

available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

22.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

22.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

22.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and

22.6. Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be ground for suspension, termination or debarment.

23. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

23.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For The Company:	For The County:
Don King	Karen Ruppe
PlayCore Wisconsin, Inc. dba GameTime	Charlotte-Mecklenburg Procurement Services
150 Playcore Drive	600 East 4th Street
Fort Payne, AL 35967	Charlotte, NC 28202
Phone: 256.997.5255	Phone: 704.336.2992
Fax: 256.997.5455	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kruppe@ci.charlotte.nc.us
With Copy To:	With Copy To:
	Tyrone Wade
	Deputy County Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704.336.4135
	Fax:
	E-mail: TyroneC.Wade@mecklenburgcountync

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

24. **MISCELLANEOUS**

24.1. ENTIRE AGREEMENT. This Agreement, (including all Exhibits) and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter

herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

24.2. AMENDMENT. No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

24.3. GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

24.4. BINDING NATURE AND ASSIGNMENT. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 25.10 constitute an assignment.

24.5. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:

(a) if such failure or delay:

i. could not have been prevented by reasonable precaution;

ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

(b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Service Provider shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Service Provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

(c) Upon the occurrence of a Force Majeure Event, the Service Provider shall immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Service Provider from performing its obligations for more than five (5) days, the County shall have the right to terminate this Agreement by written notice to the Service Provider.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Service Provider from the performance of its obligations under this Agreement.

An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force

Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the County shall have the right to terminate this Agreement by written notice to the Company.

24.6. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

24.7. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the County in any manner without the prior written consent of the County. Notwithstanding the forgoing, the parties agree that the Company may list the County as a reference in responses to requests for proposals, and may identify the County as a customer in presentations to potential customers.

24.8. WAIVER. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

24.9. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the County shall have the option of terminating this Agreement by written notice to the Company. The Company shall notify the County within ten days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

24.10. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with this Agreement.

24.11. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

24.12. TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

22.13 *WAIVER OF RIGHT TO JURY TRIAL.* The County and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

25. **Non-Appropriation of Funds.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

PLAYCORE WISCONSIN, INC.
dba GAMETIME:

Company Signature

Donald R. King
Director of Sales Administration
Title

ATTEST:

Mary Cole
Sales Administration Manager
Title

MECKLENBURG COUNTY:

General Manager/Deputy County Manager

Park and Recreation Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

ATTEST:

Clerk to the Board of County Commissioners

APPROVED AS TO FORM:

County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

Director, Charlotte-Mecklenburg Division of Insurance
Risk Management

NO PRE-AUDIT REQUIRED.
DEPARTMENT(S) TO ENCUMBER FUNDS AS NEEDED.
BY: DIRECTOR OF FINANCE

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.07

SEVENTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS SEVENTH AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services (the "Amendment") is made and entered into this 1st day of July 2015 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.

B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.

C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.

D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.

E. The County and the Company agreed to amend the contract on May 1, 2013 to incorporate the new Colorado Timing System products offered by the Company.

F. The County and the Company agreed to amend the contract on March 1, 2014 to incorporate a 3.3 percent (3.3%) price increase, and new products offered by the Company.

G. The County and the Company agreed to amend the contract on January 1, 2015 to incorporate a 3.4 percent (3.4%) price increase, and new products offered by the Company.

H. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

1. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Agreement.

2. Pursuant to Section 3 of the Agreement, the County wishes to exercise its option to renew the original Agreement for an additional one-year term to expire on September 16, 2016, unless earlier terminated in accordance with the terms of this Agreement.

3. Except to the extent specifically provided in the amendment contained herein, this Seventh Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.

4. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.

Mecklenburg County

Signature Page

Contract Number: 110179

Amendment Number: 07

Contractor Name: GAMETIME DIVISION OF PLAYCORE WISCONSIN, INC

MECKLENBURG COUNTY:

Leslie Johnson
Assistant County Manager

ATTEST:

No Pre-Audit Required.

Wanda Reeves

Wanda Reeves
Finance Director

APPROVED AS TO FORM:

Tyrone Wade
County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

Attested:

By: _____
Donald R. King
Title: Director of Sales Administration

By: _____
Kathryn Braswell
Title: Executive Administrative Assistant

MECKLENBURG COUNTY:

By: _____
Park and Recreation Director

Attested:

By: _____
County/General Manager

By: _____
Clerk to the Board

Approved As To Form:

By: _____
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.08

EIGHTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS EIGHTH AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services (the "Amendment") is made and entered into this 1st day of January 2016 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.

B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.

C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.

D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.

E. The County and the Company agreed to amend the contract on May 1, 2013 to incorporate the new Colorado Timing System products offered by the Company.

F. The County and the Company agreed to amend the contract on March 1, 2014 to incorporate a 3.3 percent (3.3%) price increase, and new products offered by the Company.

G. The County and the Company agreed to amend the contract on January 1, 2015 to incorporate a 3.4 percent (3.4%) price increase, and new products offered by the Company.

H. The County and the Company agreed to amend the contract on July 1, 2015 to renew the original Agreement through September 16, 2016.

I. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

1. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Agreement.

2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:

   a) Incorporate new products offered in the GameTime 2016 Playground Design Guide.

   b) Incorporate GameTime 2016 U.S. Communities Net Price List 1600 with an average price increase of three percent (3%) for all playground equipment, site furnishings, surfacing materials, and all related commodities and services as specified in Exhibit A.

   c) Incorporate addition of new products offered by GameTime strategic partners and participating PlayCore divisions, and corresponding 2016 price lists as specified in Exhibit A.

   d) Incorporate revised freight rates for 2016 to reflect freight carrier increases with an average increase of 4.5 percent (%) as specified in Exhibit E.

3. Except to the extent specifically provided in the amendment contained herein, this Eighth Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.

4. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

By: _____
Donald R. King
Title: Director of Sales Administration

Attested:

By: _____
Kathryn Barnes
Title: Sales & Marketing Assistant

MECKLENBURG COUNTY:

By: _____
Park and Recreation Director

Attested:

By: _____
County/General Manager

By: _____
Clerk to the Board

Approved As To Form:

By: _____
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management

Mecklenburg County

Signature Page

Contract Number: 110179

Amendment Number: 08

Contractor Name: GAMETIME DIVISION OF PLAYCORE - WISCONSIN, IN

MECKLENBURG COUNTY:

Leslie Johnson
Assistant County Manager

ATTEST:

No Pre-Audit Required.

Wanda Reeves
Finance Director

APPROVED AS TO FORM:

Tyrone Wade
County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11436 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Recommendation Concerning Perdido Kids Park
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Perdido Kids Park - Michael E. Rhodes, Parks and Recreation Department Director

That the Board take the following action:

A. Approve the reallocation of funds from the Capital Improvement Program - Park Development Project, in the amount of $300,000, to the Perdido Kids Park; and

B. Authorize the issuance of a Purchase Order to Leathers and Associates, Inc., in the amount of $220,000, to remodel and refurbish the Perdido Kids Park. The Purchasing Department posted the request on the Escambia County website for 7 days, beginning November 18, 2016, "Intent to Purchase from Single Source."

Funding Source: Fund 352, "LOST III," Cost Center 350229]

BACKGROUND:

The original design and construction was performed 11 years ago by Leathers and Associates, Inc. and volunteers from across the community. The Parks and Recreation Department along with the Perdido Community wish to retain the current aquatic and naval theme at this park which was designed and constructed by this company. Leathers and Associates offers a plan for a complete remodel and refurbishment of their original designed playground, which will retain the themes, and add modern safety amenities with the life expectancy of this updated equipment for a minimum of 30 years.

The Purchasing Department posted the request on the Escambia County website for 7 days, beginning November 18, 2016, "Intent to Purchase from a Single Source".

BUDGETARY IMPACT:

Funds are available in Fund 352 "LOST III", Cost Center 350229.

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 Secton 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

Upon Board Approval, the Office of Purchasing will be requested to issue a Purchase Order.

Attachments

Single Source Info

Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

SS 16-17.004

Intent to Purchase from Single Source

The Escambia County Parks and Recreation is notifying of the intent to purchase the goods or services listed below through Purchase Order or contract from a single source, the only known provider- Leathers and Associates, Inc., 1771 Hanshaw Road Suite B Ithaca, NY 14850. The estimated expenditure is $220,000.

Base Description: **Year: Fiscal Year 16-17**

Information regarding known sources for the goods or services meeting the specifications for SS 16-17.004, should be forwarded to the Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32502 on or before the date posted for notification.

Contact Information: Claudia Simmons, Manager casimmons@co.escambia.fl.us

Reference: SS 16-17.004

Posted	**Friday, November 18, 2016**
Last Day for Notification	**Monday, November 28, 2016**
Department Contact	**Michael Rhodes**

DESCRIPTION OF INTENDED SINGLE SOURCE PURCHASE

Department: Parks and Recreation

Department Contact:
Name: Michael Rhodes
Address:
Telephone: 850-475-5520, 850-554-2797
Email: merhodes@co.escambia.fl.us

Internal tracking number, SS 16-17.004

Date Posted: 11-18-16 **Last Day for receipt of information:** 11-28-16

This description of goods or services intended for purchase from a single source is posted in accordance Purchasing Policy PP060 Section VIII (B) (3) and in compliance with section 287.055(5)(c), Florida Statutes and will remain posted for a period of at least 7 business days.

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate): i.e., 81112200; Software Maintenance and Support
n/a

Quantity or Term (as appropriate): i.e., July 1, 2015 – June 30, 2016
Estimated start date February, 2017 with completion in March 2017

Requestor (division, bureau, office, individual as appropriate):
Michael Rhodes, Director, Parks and Recreation Department

Performance and/or Design Requirements (intended use, function or application, compatibility, etc. requirements; reference to policy, rule statute or other act of Legislature, etc., as appropriate):
Leathers and Associates Inc. did the original design and construction of the Perdido Kids Park.

Intended source (vendor, contractor)
Leather and Associates, Inc.
1771 Hanshaw Road Suite B
Ithaca NY 14850

Estimated Dollar Amount:
$220,000

Justification for single source acquisition (what necessary and unique about the product, service or source; steps taken to confirm unavailability of competition as appropriate):
Installed 11 years ago by Leather and Associates, Inc. and volunteers from across the community. Parks and Recreation Department along with the Perdido Community wish to retain the current aquatic and naval theme at this park which was designed by this company. Leathers and Associates offers a plan for a complete remodel and refurbish of their original designed playground which will retain the themes with modern safety amenities with life expectancy of this updated equipment of a minimum of 30 years.

Approved By:

Dept. Director: (Name/Title) Michael Rhodes — Parks and Recreation Director

F0170a (10/2015)

SINGLE SOURCE PURCHASE DATA SHEET

Date Submitted: 11/16/2016	Requestor: Michael Rhodes Ext. #
Requisition No.:	Dept./Div. Name: Parks and Recreation
Item Description: Remodel and reburbish Perdido Kids Park with custom design playground	
Your Suggested Vendors Name: Leathers and Associates, Inc.	
Vendor's Address: 1771 Hanshaw Road, Suite B, Ithaca NY 14850	
Vendor's Phone #: 1-877-564-6464	Contact Name: Mark Leathers
Single Source Justification, state why this is the only brand or source which will fulfill your needs:	
See attachment	
Comment and/or verify if there are other sources of supply that meet this need:	
Vendor #1 contacted: Leather and Associates	Telephone: 1-877-564-6464
Vendor #2 contacted: n/a	Telephone:
Vendor #3 contacted: n/a	Telephone:
	Attachments: Yes ___ No
Requesting Division Head Signature:	Date:
Requesting Department Head Signature: Michael Rhodes	Date: 11/16/16
Purchasing Staff	
Posting Attached:	Date:
Supervisor Review:	Date:
Purchasing Manager - Single Source Determination	
Comments:	
____Approval ___Disapproval	
Purchasing Manager Signature:	Date:
County Administrator Signature:	Date:
Purchase Order No.:	Amount of Purchase: $

F0170 (Rev. 9/2015)

Attachment to Single Source Purchase Data Sheet
Parks and Recreation Department
Leather and Associates – Perdido Park

Installed 11 years ago by Leather and Associates, Inc. and volunteers from across the community. Parks and Recreation Department along with the Perdido Community wish to retain the current aquatic and naval theme at this park which was designed by this company. Leathers and Associates offers a plan for a complete remodel and refurbish of their original designed playground which will retain the themes with modern safety amenities with life expectancy of this updated equipment of a minimum of 30 years.

Playgrounds by
LEATHERS
Dream. Build. Play!

Scope of Services and Proposal
for the complete remodel and refurbishment of
Perdido Kids Park in Escambia County, FL

Exhibit "A"

Leathers & Associates, Inc. 1771 Hanshaw Road, Suite B Ithaca, NY 14850	Escambia County, FL Parks and Recreation 1651 E. Nine Mile Road Pensacola, FL 32514

DATE: 11/9/16

READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.

This is a lump sum contract between Escambia County, FL (Client) and Leathers & Associates, Inc. (L&A) for design services and construction services to build a one-of-a-kind playground.

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard design services based on the original design by Leathers & Associates, Inc. The fees outlined here will vary only if additional work is requested or required. Any modifications to this proposal will be handled through written change orders.

The construction phase will not change except by mutual agreement between Leathers & Associates and the Client.

The following pages contain an outline of the scope of work, associated responsibilities and cost. This proposal is valid through 12/12/16.

PROJECT GOALS:

To do a complete remodel and refurbishment of Perdido Kids Park custom designed playground. The design will be based on a similar size (+/- 13,000 SF) and style of the original playground designed by L&A. The main materials will be a variety of recycled plastic lumber. The non to exceed total budget is $220,000. The new playground should be expected to last minimally 30 years with proper maintenance. The playground will be designed and constructed to the current ASTM F1487 and & CPSC Pub.325 safety standard and guidelines as well as the current ADA requirements. The design will be completed by L&A. The construction will be completed by a combination of L&A, The county, and some volunteers.

SCOPE OF WORK:

General:
This proposal is based on doing a complete remodel and refurbishment of the playground utilizing a hybrid construction model including L&A, city/county staff and some volunteers. The scope of work is based on the assessment report by L&A dated 9/7/16 and revised below.

L&A will ensure that that the finished work complies with the current version of ASTM F1487 and CPSC Pub.325. L&A will provide the materials, labor and tools necessary to perform the work unless otherwise specified under Client's responsibilities. The work will be performed under the supervision of a Certified Playground Safety Inspector (CPSI). Upon completion, we will perform a final inspection assuring safety compliance.

Description/details
The new playground should be expected to last minimally 30 years with proper maintenance
Main support posts: Replace the post that have rot. Stain /seal with solid body stain
Framing: replace framing with heavy splintering. Repair failing joist. Seal with solid body stain.
Decking: Replace worn boards as needed
Handrails: Replace with recycled plastic
Handrail posts: Replace with recycled plastic
Balusters: Replace with recycled plastic
Maze cubes: Stain and seal with solid body stain
Accessible ramps: Repair failing posts
Fence: Replace missing/poor condition pickets. Repair leaning sections Stain/seal with solid body stain.
Slides: Replace missing parts on slides
Swings: Replace with low maintenance manufactured swings
Hose and chain climbing equipment: Replace the hose and chain equipment with low maintenance cables when available and new custom equipment
Details: Rebuild the Details keeping the same theme using recycled plastic and composite. Stain/seal composite facades with solid body stain
Wheelchair Maze: Rebuild using recycled plastic and composite
Rubber Bridges: Rebuild with recycled plastic and composite
Overhead Equipment: Stain/seal with solid body stain
Misters: Perform mister maintenance and remove old boxes. Stain/seal with solid body stain
Hanging Pods: Stain/seal with solid body stain
Balance Beam on Chain: Replace Chain and hose. Stain/seal with solid body stain
Fire Pole: Stain with solid body stain

Ithaca, NY & Jupiter, FL
Toll Free 877-564-6464 Fax 607-277-1433
www.leathersassociates.com

Construction period:

- The completion date for the project is estimated for February 2017 and will be evaluated and agreed upon by both parties
- Construction is expected to take approximately two weeks

L&A responsibilities:

- Revise the existing design to meet the scope of work
- Develop a materials list and order the necessary materials for the project
- Provide onsite construction supervision for county and volunteers to ensure everything is built in conformance with the drawings
- Provide six construction workers to assist in the construction
- Provide the tools needed to complete L&A's obligation including tools for the volunteers
- Provide final site cleanup of construction materials
- L&A is responsible for the safety of its own employees
- Provide the following insurance coverages
    - General liability policy $1,000,000/occurrence, $2,000,000 general aggregate
    - Professional liability $1,000,000
    - Automobile liability $1,000,000
- Worker compensation and employer's liability $1,000,000 each accident
- L&A will add the county as additional Insured upon receiving a signed contract with the County
- Certify the final product meets ASTM F1487 standards, CPSC Pub.325 guidelines and ADA

Client's responsibilities:

- Supplying a liaison from the Client to help coordinate the design and construction process between the Client and L&A
- Obtain any necessary permits if applicable
    - Typically permits are not required for public playgrounds. ASTM F147-11 standards are the design standards for the project
- Supply 12 skilled county workers to assist L&A's construction crew
        - Coordinate 6-8 inmates as additional labor work force (no power tool usage)
- Coordinate 25-30 volunteers to assist with construction
    - Exact roles, times and details to be determined by both the client and L&A. Estimated at about 25 volunteers for two days.
- Provide dumpster(s) for construction debris removal
- Provide any temporary fencing if required
- Provide labor and materials to make the safety fall surfacing complaint
- Allow L&A the use of power/water sources in the area
- Complete any site cleanup restoration like grass area outside of playground border

Ithaca, NY & Jupiter, FL
Toll Free 877-564-6464 Fax 607-277-1133
www.leathersassociates.com

Associated Fees:
The following is an outline of fees for Leathers & Associates' professional services:

Pre-construction All design work, Project Management/Construction Coordination, and construction documents	$20,000
Construction L&A Construction Consultants: Includes all labor and travel expenses & tools to complete the project as outlined	$93,500
Final inspection Inspected by L&A's CPSI for safety compliance	$1,500
Materials	$105,000
TOTAL PROJECT (Not to Exceed)	**$220,000**

Payment schedule

Timing	Amount
Upon acceptance of proposal	5% = $11,000
Upon completion of pre-construction phase	25% = $55,000
Six weeks prior to construction start date	30% = $77,000
Upon substantial completion of construction phase	25% =55,000
Upon final completion	10% = 22,000

Ithaca, NY & Jupiter, FL
Toll Free 877-564-6464 Fax 607-277-1433
www.leathersassociates.com

BASIC SERVICES
The Basic Services consist of the phases described below.

DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS PHASE

Pre-construction phase
Leathers & Associates shall review the original design, schematic design and consult with the client on any design modifications. Based off of the scope of work. Leathers & Associates will prepare a materials list and order the necessary materials. As part of this phase we will automatically make adjustment to the design to bring the project up to current ASTM F 1487, CPSC Pub. 325 standards and guidelines. We will also ensure compliance with ADA requirements. Individual details, traffic flow and budget constraints shall be considered.
The client will be assigned a project manager, who will serve as the community's main contact through the construction of the project. The project manager is available from 8 a.m. to 5 p.m. Eastern Time and can be reached by telephone and email.

Construction
Leathers & Associates shall prepare the necessary working drawings and specifications setting forth the requirements for the construction of the entire project as needed by our construction consultants. The final drawings will conform to the current safety and accessibility guidelines (ASTM 1487, CPSC Pub. No. 325.
These documents typically consist of plan view drawings and are outlined below:
1/8" plan view, 1/4" plan view, 1/8" stakeout, and any other drawings L&A deems necessary. These drawings are not typical construction drawings and are prepared for our trained construction consultants.
If necessary Leathers & Associates shall assist the County in filing the required documents for the approval of governmental authorities having jurisdiction over the project. It is, however, the County's responsibility to identify any such requirements and authorities and to follow through with any required filings. Any additional work that may be needed is not included in this proposal.

Leathers & Associates, Inc.

_____ Date _____
Marc Leathers, as its President and authorized Agent

Escambia County, FL

_____ Date _____
Authorized Agent

Ithaca, NY & Jupiter, FL
Toll Free 877-564-6464 Fax 607-277-1433
www.leathersassociates.com

From: Eddie H. Wehmeier
Sent: Wednesday, November 30, 2016 8:46 AM
To: Michael E. Rhodes
Cc: Claudia A. Simmons
Subject: website posting - SS 16-17.004
Importance: High

Michael,

No responses were received for SS 16-17.004. You may proceed with your purchase.

Eddie H. Wehmeier
Purchasing Specialist
Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place 2nd. Floor
Pensacola, Fl 32502
Phone: 850-595-4953
Fax: 850-595-4805

This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this e-mail from your system. Email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender, therefore, does not accept liability for any errors or omissions in the contents of this message, which arise as a result of email transmission. If verification is required please request a hard-copy version from the Escambia County Board of County Commissioners, 221 Palafox Place, Pensacola FL 32502. BOCC home page [illegible].

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11403 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Cancellation of Residential Rehab Grant Program Liens
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following December 8, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Cancellation of Residential Rehab Grant Program Liens:

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

Property Owners	Address	Amount
James Balkom	8 Kennington Drive	$2,250
Jalene Haramia	3701 West Jackson Street A & B	$4,390
Kevin M. and Patricia J. McCoy	408 Labree Road	$3,955
Tracey Verge	203 Baublits Drive	$4,680

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

BACKGROUND:

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

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

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

Attachments

LienCx_Balkom_December2016
LienCx_Haramia_December2016
LienCx_McCoy_December2016
LienCx_Verge_December2016

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,250** executed by **James Balkom**, and recorded in Official Record Book **7438** at pages **1645-1646**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/29/16

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

9/24/2015 CAR II-14

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
James Balkom	**8 Kennington Drive Pensacola, FL 32507**	**37-2S-30-9001-080-006**

Date: 9/30/2015 Verified By:

Total Amount of Lien **$2,250**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015088509 11/19/2015 at 04:14 PM
OFF REC BK: 7438 PG: 1645 - 1646 Doc Type: L
RECORDING: $18.50

For Recipient:

James Balkom

James Balkom, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of August, 2015 by James Balkom, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed: 9/29/2015

BCC Approved: 09-24-2015

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/5/15

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

Warrington District

8 Kennington Drive

Replace roof

Project Total $4,500

Grant Total $2,250

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,390** executed by **Jalene Haramia**, and recorded in Official Record Book **7446** at pages **1237-1238**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/9/16

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

10/22/2015 BAE II-8

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Jalene Haramia	**3701 West Jackson Street A&B Pensacola, FL 32505**	**34-2S-30-0910-000-001**

Total Amount of Lien **$4,390**

Date: 10/28/2015 Verified By: C. Carver

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015092941 12/09/2015 at 10:48 AM
OFF REC BK: 7446 PG: 1237 - 1238 Doc Type: L
RECORDING: $18.50

For Recipient:

Jalene Haramia, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of September, 2015 by Jalene Haramia, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS * ESCAMBIA CO., FL * SEAL

By: _____
Deputy Clerk

Date Executed: 10/27/2015

BCC Approved: October 22, 2015

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/30/15

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

Brownsville District

3701 W. Jackson Street

Replace roof

Project Total $8,780

Grant Total $4,390

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,955** executed by **Kevin M. and Patricia J. McCoy**, and recorded in Official Record Book **7444** at pages **261-262**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/8/16

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/17/2015 Cons. H-8

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Kevin M. and Patricia J. McCoy	**408 Labree Road** **Pensacola, FL 32507**	**50-2S-30-6090-655-029**

Date: 11/18/2015 Verified By:

Total Amount of Lien **$3,955**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015091569 12/03/2015 at 11:27 AM
OFF REC BK: 7444 PG: 261 - 262 Doc Type: L
RECORDING: $18.50

For Recipient:

Kevin M. McCoy, Property Owner

Patricia J. McCoy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Kevin M. McCoy, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Patricia J. McCoy, Property Owner. She (__) is personally known to me or (✓) has produced FL Driver Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
~~Steven Barry, Chairman~~
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____ Deputy Clerk

SEAL

Date Executed: 11/17/2015

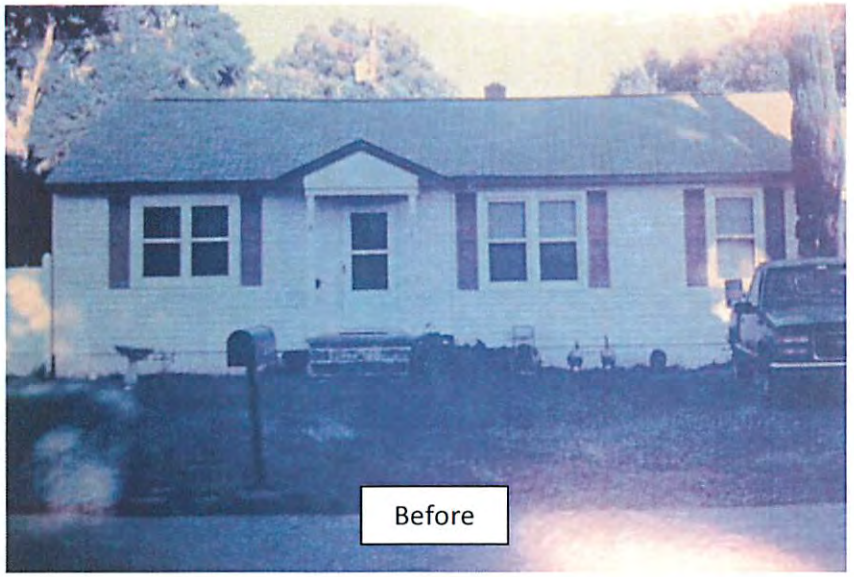
BCC Approved: 11/17/2015

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/8/15

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



Warrington District

408 Labree Road

Replace roof

Project Total $7,910

Grant Total $3,955

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,680** executed by **Tracey Verge**, and recorded in Official Record Book **7436** at pages **1152-1153**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/29/16

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

4/23/2015 CAR II-3(3)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Tracey Verge	**203 Baublits Drive** **Pensacola, FL 32507**	**50-2S-30-6090-360-018**

Date: 4/29/2015 Verified By: C. Carver

Total Amount of Lien **$4,680**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015087161 11/16/2015 at 02:45 PM
OFF REC BK: 7436 PG: 1152 - 1153 Doc Type: L
RECORDING: $18.50

For Recipient:

Tracy Verge

Tracey Verge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of March, 2015 by Tracey Verge, Property Owner. She (__) is personally known to me or (✓) has produced Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

Notary Seal
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed: 4/28/2015

BCC Approved: 04-23-2015

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/30/15

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

Warrington District

203 Baublits Drive

Install new windows and electrical rewiring

Project Total $9,361

Grant Total $4,680

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11404 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Commercial Sign Grant Program Funding Agreement
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following December 8, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 8677 North Old Palafox:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Basic Solutions, owner of commercial property located at 8677 North Old Palafox, Pensacola, Florida, in the Ensley Redevelopment District, in the amount of $967, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 370214, Object Code 58301, to install new sign; and

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

BACKGROUND:

On December 8, 2016 a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Basic Solutions. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the NED 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 370214, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Agreement_Basic Solution_Dec2016

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Basic Solutions,** (the "Recipient"), lessee of commercial property located at **8677 North Old Palafox,** Pensacola, Florida, **32534**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Sign Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. Commercial Sign Grant Program: The CRA awards to the Recipient a Program Grant in the maximum amount of **$967**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$967,** which shall be comprised of a cash contribution of **$967.**

4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017,** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:
Basic Solutions
8677 North Old Palafox
Pensacola, FL 32534

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Escambia County
Board of County Commissioners

Approved as to form and legal sufficiency.

By/Title: Assistant County Attorney
Date: 10/19/16

By: _____
~~**Grover C. Robinson, IV, Chairman**~~
Douglas B. Underhill
Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:
Ruth E. Moore
Ruth E. Moore, Property Lessee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October 2016 by Ruth E. Moore, Property Lessee. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Lessee: **Basic Solutions**
Property Address: **8677 North Old Palafox, Pensacola, FL 32534**

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

Install new sign.

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11405 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following December 8, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning two Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements:

A. Approving the following two Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Eugene S. Kerr, owner of commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $9,998 representing an in-kind match through the Neighborhood Enterprise Division (NED), 2010 CDBG Cost Center 370214, and 2011 CDBG Cost Center 370216, Object Code 58301, for architectural restoration and exterior painting;

2. The Agreements between Escambia County CRA and Tzy-Yn and Michael M. Hua,, owners of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $3,017 representing an in-kind match through the Neighborhood Enterprise Division (NED), 2011 CDBG Cost Center 370216, Object Code 58301, for architectural restoration; and

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

BACKGROUND:

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

BUDGETARY IMPACT:

Funding for the Grant will be provided as follows;
1. Eugene S. Kerr, NED 2010 CDBG Cost Center 370214 and NED 2011 CDBG Cost Center 370216, in the amount of $9,998.
2. Tzy-Yn and Michael M. Hua, CDBG Cost Center 370216, in the amount of $3,017.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, will handle all implementation tasks.

Attachments

Agreement_Eugene Kerr_Dec2016
Agreement-Hua-847 North Navy Boulevard-December2016

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Eugene S. Kerr,** (the "Recipient"), owner of commercial property located at **3912 Barrancas Avenue** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. Commercial Façade, Landscape and Infrastructure Grant Program: The CRA awards to the Recipient a Program Grant in the total amount of **$9,998**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$9,998,** which shall be comprised of a cash contribution of **$9,998.**

4. Project: The Project funded by the Grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless Escambia County and the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, Davis Bacon federal procurement documents, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The

Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of six (6) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:
Eugene S. Kerr
3912 Barrancas Avenue
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. Federal Labor Standards/Prevailing Wage: Recipient acknowledges that improvements constructed with the proceeds of the grant constitute construction, alteration, demolition, installation, or repair work that may be funded, in whole or part, with federal funds. To the extent that such laws apply, the Recipient shall comply with all applicable federal, state and local laws and regulations pertaining to fair labor standards and payment of prevailing wages (collectively, "Labor Laws"), including but not limited to, the Federal Labor Standards as stated in Exhibit II.

When required to comply with Labor Laws, Recipient shall (i) require its contractors and subcontractors to submit certified copies of payroll records to Recipient; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to County and its designees for inspection and copying during regular business hours.

Recipient shall defend, indemnify and hold harmless the County and its officers, employees, volunteers, agents and representatives from and against any and all present and future claims, arising out of or in any way connected with Recipient's obligation to comply with any Labor Laws, including all claims that may be made by contractors, subcontractors or other third party claimants.

22. Procurement of Goods and Services from Minority and Women-Owned Businesses. In performing this Agreement, Recipient agrees to use diligent efforts to purchase goods and services from qualified contractors, subcontractors and suppliers where at least fifty-one percent of the Partnership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women, whenever such goods and services are comparable in availability, quality and price. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Agreement, Recipient agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

23. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

24. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

26. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

27. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Escambia County
Board of County Commissioners

By: _____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

_____
Eugene S. Kerr, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of November 8th 2016 by, Eugene S. Kerr, Property Owner. He (____) is personally known to me or (✓) has produced FL DL EXP. 7/27/19 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/8/16

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Eugene S. Kerr**
Property Address: **3912 Barrancas Avenue, Pensacola, FL 32507**

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

Architectural restoration and exterior painting.

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Eugene S. Kerr	**3912 Barrancas Avenue Pensacola, Florida 32534**	**51-2S-30-5000-040-001**

Total Amount of Lien **$9,998**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

_____

Eugene S. Kerr, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of November, 2016 by, Eugene S. Kerr, Property Owner. He (____) is personally known to me or (✓) has produced FL DL Exp. 7/27/19 as identification.

(Notary Seal)

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Escambia County**
Board of County Commissioners

By: _____
Douglas B. Underhill, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/3/16

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Exhibit II
Federal Labor Standards

A. Attention is called to the contractor's guide to *Making Davis Bacon Work, which is* available at the following website: https://www.hudexchange.info/resource/2541/making-davis-bacon-work-contractors-guide-prevailing-wage-requirements/

B. The Davis Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government construction projects in excess of $2,000 (total construction costs). The most current prevailing wage rates by worker classification will be provided to Recipient. Not less than these established rates must be paid on the project for each classification.

C.. The Contract Work Hours and Safety Standards Act (CWHSSA) establishes requirements for payment of overtime and penalties for violations. The CWHSSA requires time and one-half pay for overtime hours, which are defined as all hours worked in excess of forty (40) hours in any given work week. Penalties for violations may include liquidated damages equal to $10 per day, per violation and payment of restitution for unpaid overtime.

D. The prime Contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. The Contract Administrator shall cause withholding from payments due to the prime contractor or Recipient to ensure that the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within thirty (30) days after notification to the prime contractor.

E. The Copeland (Anti-Kickback) Act establishes laws prohibiting the payment of "kickbacks" to work on federally assisted projects, requires every employer to submit weekly payroll reports, and regulates permissible employee payroll deductions. The Copeland Act also provides a basis for contract termination and criminal prosecution pursuant to 18 U.S.C. 874.

F. The Fair Labor Standards Act (FLSA) includes Federal minimum wage rates, overtime pay, and child labor regulations.

G. No portion of this Agreement shall be construed to prohibit payment to any laborer, workman, or mechanic of more than the stated prevailing or minimum wage rate. It shall be the responsibility of the Recipient/Contractor to maintain an adequate work force whether higher wages are required or not.

H. The Contractor or subcontractor violating these requirements may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation occurred.

Before

Architectural restoration and exterior painting

3912 Barrancas Avenue- Kerr Treehouse Daycare & Learning Center

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Tzy-Yn & Michael M. Hua,** (the "Recipient"), owner of commercial property located at **847 North Navy Boulevard** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. Commercial Façade, Landscape and Infrastructure Grant Program: The CRA awards to the Recipient a Program Grant in the total amount of **$3,017**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,017,** which shall be comprised of a cash contribution of **$3,017.**

4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless Escambia County and the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, Davis Bacon federal procurement documents, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The

Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of six (6) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:
Tzy-Yn & Michael M. Hua
847 North Navy Boulevard
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. Federal Labor Standards/Prevailing Wage: Recipient acknowledges that improvements constructed with the proceeds of the grant constitute construction, alteration, demolition, installation, or repair work that may be funded, in whole or part, with federal funds. To the extent that such laws apply, the Recipient shall comply with all applicable federal, state and local laws and regulations pertaining to fair labor standards and payment of prevailing wages (collectively, "Labor Laws"), including but not limited to, the Federal Labor Standards as stated in Exhibit II.

When required to comply with Labor Laws, Recipient shall (i) require its contractors and subcontractors to submit certified copies of payroll records to Recipient; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to County and its designees for inspection and copying during regular business hours.

Recipient shall defend, indemnify and hold harmless the County and its officers, employees, volunteers, agents and representatives from and against any and all present and future claims, arising out of or in any way connected with Recipient's obligation to comply with any Labor Laws, including all claims that may be made by contractors, subcontractors or other third party claimants.

22. Procurement of Goods and Services from Minority and Women-Owned Businesses. In performing this Agreement, Recipient agrees to use diligent efforts to purchase goods and services from qualified contractors, subcontractors and suppliers where at least fifty-one percent of the Partnership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women, whenever such goods and services are comparable in availability, quality and price. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Agreement, Recipient agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

23. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

24. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

26. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

27. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Escambia County
Board of County Commissioners

By: _____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed: _____

BCC Approved: _____

For Recipients:

_____
Tzy-Yn Hua, Property Owner

_____
Michael M. Hua, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November 2016 by, Tzy-Yn Hua, Property Owner. She (____) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 10th day of November 2016 by, Michael M. Hua, Property Owner. He (____) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/9/16

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Tzy-Yn & Michael M. Hua**
Property Address: **847 North Navy Boulevard, Pensacola, FL 32507**

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

Architectural restoration.

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Tzy-Yn & Michael M. Hua	**847 North Navy Boulevard Pensacola, Florida 32507**	**52-2S-30-2000-000-003**

Total Amount of Lien **$3,017**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

Tzy-Yn Hua, Property Owner

Michael M. Hua, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by, Tzy-Yn Hua, Property Owner. She (____) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by, Michael M. Hua, Property Owner. He (____) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Escambia County**
Board of County Commissioners

By: _____
Douglas B. Underhill, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/16/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Exhibit II
Federal Labor Standards

A. Attention is called to the contractor's guide to *Making Davis Bacon Work, which is* available at the following website: https://www.hudexchange.info/resource/2541/making-davis-bacon-work-contractors-guide-prevailing-wage-requirements/

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C.. The Contract Work Hours and Safety Standards Act (CWHSSA) establishes requirements for payment of overtime and penalties for violations. The CWHSSA requires time and one-half pay for overtime hours, which are defined as all hours worked in excess of forty (40) hours in any given work week. Penalties for violations may include liquidated damages equal to $10 per day, per violation and payment of restitution for unpaid overtime.

D. The prime Contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. The Contract Administrator shall cause withholding from payments due to the prime contractor or Recipient to ensure that the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within thirty (30) days after notification to the prime contractor.

E. The Copeland (Anti-Kickback) Act establishes laws prohibiting the payment of "kickbacks" to work on federally assisted projects, requires every employer to submit weekly payroll reports, and regulates permissible employee payroll deductions. The Copeland Act also provides a basis for contract termination and criminal prosecution pursuant to 18 U.S.C. 874.

F. The Fair Labor Standards Act (FLSA) includes Federal minimum wage rates, overtime pay, and child labor regulations.

G. No portion of this Agreement shall be construed to prohibit payment to any laborer, workman, or mechanic of more than the stated prevailing or minimum wage rate. It shall be the responsibility of the Recipient/Contractor to maintain an adequate work force whether higher wages are required or not.

H. The Contractor or subcontractor violating these requirements may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation occurred.

Architectural restoration

847 North Navy Boulevard – Tzy-Yn & Michael M. Hua

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11402 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following December 8, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following 15 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Thomas F. and Patricia D. Alger, owners of residential property located at 218 Bryant Road, Warrington Redevelopment District, each in the amount of $1,250, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connection;

2. The Agreements between Escambia County CRA and Gayla M. Dionne, owner of residential property located at 3 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $1,392, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connection;

3. The Agreements between Escambia County CRA and Dennis S. Hogg, owner of residential property located at 103 Brandywine Road, Barrancas Redevelopment District, each in the amount of $4,150, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

4. The Agreements between Escambia County CRA and Bernard J. Jacobs, owner of

residential property located at 210 Greve Road Warrington Redevelopment District, each in the amount of $1,275, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

5. The Agreements between Escambia County CRA and William R. Lackey, owner of residential property located at 20 Milton Road, Barrancas Redevelopment District, each in the amount of $2,350, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

6. The Agreements between Escambia County CRA and Gerald D. and Anita M. Lagos, owners of residential property located at 7605 Old Hickory Drive, Warrington Redevelopment District, each in the amount of $5,973, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, install new windows;

7. The Agreements between Escambia County CRA and Kathleen S. Shelton-Lowe, owner of residential property located at 303 West Sunset Avenue, Warrington Redevelopment District, each in the amount of $1,250, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

8. The Agreements between Escambia County CRA and Danny and Phyllis Rainey, owners of residential property located at 203 Sunset Avenue, Warrington Redevelopment District, each in the amount of $1,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connection;

9. The Agreements between Escambia County CRA and Nhung Hong Vo, owner of residential property located at 1105 Grandview Street, Brownsville Redevelopment District, each in the amount of $3,680, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, install new roof;

10. The Agreements between Escambia County CRA and Matthew A. and Rachel L. Harding, owners of residential property located at 10 Mandalay Drive, Barrancas Redevelopment District, each in the amount of $5,539, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install new windows and storm shutter installation;

11. The Agreements between Escambia County CRA and Terry D. and Debra A. Slade, owners of residential property located at 2410 North "S" Street, Englewood Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, install new windows;

12. The Agreements between Escambia County CRA and Vincent J. Distefano, owner of

residential property located at 5 Syrcle Drive, Warrington Redevelopment District, each in the amount of $1,425, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connections;

13. The Agreements between Escambia County CRA and Zachary M. Grant, Samuel C. Grant, and Jennifer H. Grant, owners of residential property located at 1513 North "X" Street, Brownsville Redevelopment District, each in the amount of $2,750, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, replace roof;

14. The Agreements between Escambia County CRA and Rhonda G. Meloy, owner of residential property located at 14 Lieutenant Street, Warrington Redevelopment District, each in the amount of $2,565, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, install new windows; and

15. The Agreements between Escambia County CRA and Walter J. Smith and Terri L. Stine, owners of residential property located at 1204 Poppy Avenue, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install new windows; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Thomas F. and Patricia D. Alger, Warrington TIF, Cost Center 370114, in the amount of $1,250
2. Gayla M. Dionne, Warrington TIF, Cost Center 370114, in the amount of $1,392
3. Dennis Hogg, Barrancas TIF, Cost Center 370116, in the amount of $4,150
4. Bernard J. Jacobs, Warrington TIF, Cost Center 370114, in the amount of $1,275
5. William R. Lackey, Barrancas TIF, Cost Center 370116, in the amount of $2,350
6. Gerald D. and Anita M. Lagos, Warrington TIF, Cost Center 370114, in the amount of $5,973
7. Kathleen S. Shelton - Lowe, Warrington TIF, Cost Center 370114, in the amount of $1,250
8. Danny and Phyllis Rainey, Warrington TIF, Cost Center 370114, in the amount of $1,700

9. Nhung Hong Vo, Brownsville TIF, Cost Center 370113, in the amount of $3,680
10. Matthew A. and Rachel L. Harding, Barrancas TIF, Cost Center 370116, in the amount of $5,539
11. Terry D. and Debra A. Slade, Englewood TIF, Cost Center 370117, in the amount of $6,000
12. Vincent J. Distefano, Jr, Warrington TIF, Cost Center 370114, in the amount of $1,425
13. Zachary M. Grant, Samuel C. Grant, and Jennifer H. Grant, Brownsville TIF, Cost Center 370113, in the amount of $2,750
14. Rhonda Meloy, Warrington TIF, Cost Center 370114, in the amount of $2,565
15. Walter J. Smith and Terri L. Stine, Barrancas TIF, Cost Center 370116, in the amount of $6,000

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Agreement_Alger_Dec2016
Agreement_Dionne_Dec2016
Agreement_Hogg_Dec2016
Agreement_Jacobs_Dec2016
Agreement_Lakey_Dec2016
Agreement_Lagos_Dec2016
Agreement_Lowe_Dec2016
Agreement_Rainey_Dec2016
Agreement_VO_Dec2016
Agreement_Harding-December2016

Agreement_Slade_Dec2016
Agreement_Distenfano-December2016
Agreement_Grant-December2016
Agreement_Meloy-December2016
Agreement_Smith&Stine-December2016

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Thomas F. and Patricia D. Alger,** (the "Recipient(s)"), owner of residential property located at **218 Bryant Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,250**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,250**, which shall be comprised of a cash contribution of **$1,250.**

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manger
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Thomas F. Alger and
Patricia D. Alger
218 Bryant Road
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

Approved as to form and legal sufficiency.

By/Title: KHeal ACA
Date: 9/21/16

By: _____
Douglas B. Underhill
Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Thomas F. Alger
Thomas F. Alger, Property Owner

Patricia D. Alger
Patricia D. Alger, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Thomas F. Alger, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Patricia D. Alger, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal) MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Thomas F. and Patricia D. Alger**
Property Address: **218 Bryant Road, Pensacola, Florida, 32507**

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

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Thomas F. Alger and Patricia D. Alger	**218 Bryant Road Pensacola, FL 32507**	**50-2S-30-6090-240-012**

Total Amount of Lien **$1,250**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Thomas F. Alger

Thomas F. Alger, Property Owner

Patricia D. Alger

Patricia D. Alger, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Thomas F. Alger, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Patricia D. Alger, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/21/16

Sanitary sewer connection

218 Bryant Road – Thomas F. and Patricia D. Alger

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Gayla M. Dionne,** (the "Recipient"), owner of residential property located at **3 Southeast Kalash Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,392**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,392**, which shall be comprised of a cash contribution of **$1,392**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th day** of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood & Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Gayla M. Dionne
3 Southeast Kalash Road
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

~~Grover C. Robinson, IV, Chairman~~
Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Gayla M. Dionne, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2016 by Gayla M. Dionne, Property Owner. She (__) is personally known to me or (X) has produced FL DL D500-585-[illegible] as identification.

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

_____
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

(Notary Seal)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/10/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Gayla M. Dionne**
Property Address: **3 Southeast Kalash Road, Pensacola, Florida, 32507**

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

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Gayla M. Dionne	**3 Southeast Kalash Road Pensacola, FL 32507**	**50-2S-30-6090-591-027**

Total Amount of Lien **$1,392**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

GMDionne

Gayla M. Dionne, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2016 by Gayla M. Dionne, Property Owner. She (__) is personally known to me or (X) has produced FLDLD500-5851 as identification.

(Notary Seal) ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 05410 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

~~Grover C. Robinson, IV, Chairman~~

Douglas B. Underhill

Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: KAlualAct

Date: 10/10/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Sanitary sewer connection

3 Southeast Kalash Road – Gayla M. Dionne

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Dennis S. Hogg** (the "Recipient"), owner of residential property located at **103 Brandywine Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$4,150**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,150**, which shall be comprised of a cash contribution of **$4,150**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th day** of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Dennis S. Hogg
103 Brandywine Road
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
~~**Grover C. Robinson, IV, Chairman**~~
Douglas B. Underhill
Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Dennis S. Hogg, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11/2/16 day of _____, 2016 by Dennis S. Hogg, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp 3/8/22 as identification.

_____
Signature of Notary Public

(Notary Seal)

_____
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942783
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/19/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Dennis S. Hogg**
Property Address: **103 Brandywine Road, Pensacola, Florida, 32507**

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

Replace roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Dennis S. Hogg	**103 Brandywine Road Pensacola, FL 32507**	**50-2S-30-5015-013-001**

Total Amount of Lien **$4,150**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Dennis S. Hogg, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of November, 2016 by Dennis S. Hogg, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 3/8/22 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

~~Grover C. Robinson, IV, Chairman~~

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/14/16

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

Before

Replace roof

103 Brandywine Road-Dennis S. Hogg

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Bernard J. Jacobs,** (the "Recipient"), owner of residential property located at **210 Greve Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,275**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,275**, which shall be comprised of a cash contribution of **$1,275**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th day** of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Bernard J. Jacobs
210 Greve Road
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

~~Grover C. Robinson, IV, Chairman~~

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____

Bernard J. Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by Bernard J. Jacobs, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Approved as to form and legal sufficiency.

By/Title: ACA

Date: 10/20/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Bernard J. Jacobs**
Property Address: **210 Greve Road, Pensacola, Florida, 32507**

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

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Bernard J. Jacobs	**210 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-294-014**

Total Amount of Lien **$1,275**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Bernard J. Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by Bernard J. Jacobs, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
~~Grover C. Robinson, IV, Chairman~~
Douglas B. Underhill
Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/20/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Sanitary sewer connection

210 Greve Road – Bernard J. Jacobs

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **William R. Lackey** (the "Recipient"), owner of residential property located at **20 Milton Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$2,350**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,350**, which shall be comprised of a cash contribution of **$2,350**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th day** of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
William R. Lackey
20 Milton Road
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

~~**Grover C. Robinson, IV, Chairman**~~

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

William R Lackey

William R. Lackey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2016 by William R. Lackey, Property Owner. He (__) is personally known to me or (X) has produced FLDL 200.247-0 as identification.

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/26/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **William R. Lackey**
Property Address: **20 Milton Road, Pensacola, Florida, 32507**

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

Replace roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
William R. Lackey	**20 Milton Road** **Pensacola, FL 32507**	**50-2S-30-5012-013-028**

Total Amount of Lien **$2,350**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

William R Lackey

William R. Lackey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2016 by William R. Lackey, Property Owner. He (__) is personally known to me or (X) has produced FLDL L200-247-D as identification.

ZQ Osuigwe

Signature of Notary Public

(Notary Seal) NOTARY PUBLIC STATE OF FLORIDA ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

~~**Grover C. Robinson, IV, Chairman**~~

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/10/16

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

Before

Replace roof

20 Milton Road-William R. Lackey

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Gerald D. and Anita M. Lagos,** (the "Recipient(s)"), owner of residential property located at **7605 Old Hickory Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$5,973**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,973**, which shall be comprised of a cash contribution of **$5,973.**

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Gerald D. and Anita M. Lagos
7605 Old Hickory Drive
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

Approved as to form and legal sufficiency.

By/Title: Kdwal ACA
Date: 9/16/16

By: _____
~~Grover C. Robinson, IV, Chairman~~
Douglas B. Underhill
Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Gerald D. Lagos, Property Owner

_____
Anita M. Lagos, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Gerald D. Lagos, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Anita M. Lagos, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Notary Seal

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Gerald D. and Anita M. Lagos**
Property Address: **7605 Old Hickory Drive, Pensacola, Florida, 32507**

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

Install new windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Gerald D. and Anita M. Lagos	7605 Old Hickory Drive Pensacola, FL 32507	21-2S-31-7100-008-003

Total Amount of Lien **$5,973**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Gerald D. Lagos, Property Owner

Anita M. Lagos, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Gerald D. Lagos, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Anita M. Lagos, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

~~**Grover C. Robinson, IV, Chairman**~~

Douglas B. Underhill

Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: KdWal ACA
Date: 9/16/16

Install new windows

7605 Old Hickory Drive – Gerald D. and Anita M. Lagos

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Kathleen S. Shelton-Lowe,** (the "Recipient"), owner of residential property located at **303 West Sunset Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,250**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,250**, which shall be comprised of a cash contribution of **$1,250**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th day** of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood & Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Kathleen S. Shelton-Lowe
303 West Sunset Avenue
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

~~**Grover C. Robinson, IV, Chairman**~~

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Kathleen S. Shelton-Lowe

Kathleen S. Shelton-Lowe, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of October, 2016 by Kathleen S. Shelton-Lowe, Property Owner. She (__) is personally known to me or (✓) has produced FL Driver Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/10/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Kathleen S. Shelton-Lowe**
Property Address: **303 West Sunset Avenue, Pensacola, Florida, 32507**

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

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Kathleen S. Shelton-Lowe	**303 West Sunset Avenue** **Pensacola, FL 32507**	**50-2S-30-6090-589-027**

Total Amount of Lien **$1,250**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient: Kathleen S. Shelton-Lowe

Kathleen S. Shelton-Lowe, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of October, 2016 by Kathleen S. Shelton-Lowe, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
~~**Grover C. Robinson, IV, Chairman**~~
Douglas B. Underhill
Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: KDuval AA
Date: 10/18/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Sanitary sewer connection

303 West Sunset Avenue – Kathleen S. Shelton-Lowe

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Danny and Phyllis Rainey,** (the "Recipient(s)"), owner of residential property located at **203 Sunset Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,700**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,700**, which shall be comprised of a cash contribution of **$1,700**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Danny and Phyllis Rainey
203 Sunset Avenue
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

Approved as to form and legal sufficiency.

By/Title: K. Hual ACA
Date: 9/16/16

By: _____
~~Grover C. Robinson, IV, Chairman~~
Douglas B. Underhill
Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Danny Rainey, Property Owner

_____
Phyllis Rainey, Property Owner

STATE OF ~~FLORIDA~~ Texas
COUNTY OF ~~ESCAMBIA~~ Harris

The foregoing instrument was acknowledged before me this 26th day of September, 2016 by Danny Rainey, Property Owner. He (__) is personally known to me or (___) has produced CDL as identification.

The foregoing instrument was acknowledged before me this 26th day of September, 2016 by Phyllis Rainey, Property Owner. She (__) is personally known to me or (___) has produced TDL as identification.

_____
Signature of Notary Public

(Notary Seal)

SHEILA MUNDY
Notary Public, State of Texas
My Commission Expires
July 25, 2018

_____
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Danny and Phyllis Rainey**
Property Address: **203 Sunset Avenue, Pensacola, Florida, 32507**

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

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Danny and Phyllis Rainey	**203 Sunset Avenue Pensacola, FL 32507**	**50-2S-30-6090-287-014**

Total Amount of Lien **$1,700**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Danny Rainey, Property Owner

Phyllis Rainey, Property Owner

STATE OF ~~FLORIDA~~ Texas
COUNTY OF ~~ESCAMBIA~~ Harris

The foregoing instrument was acknowledged before me this 26th day of September, 2016 by Danny Rainey, Property Owner. He (__) is personally known to me or (___) has produced CDL as identification.

The foregoing instrument was acknowledged before me this 26th day of September, 2016 by Phyllis Rainey, Property Owner. She (__) is personally known to me or (___) has produced TDL as identification.

(Notary Seal)

SHEILA MUNDY
Notary Public, State of Texas
My Commission Expires
July 25, 2018

Sheila Mundy
Signature of Notary Public

Sheila Mundy
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
~~**Grover C. Robinson, IV, Chairman**~~
Douglas B. Underhill
Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: Assistant County Attorney
Date: 9/16/16

Sanitary sewer connection

203 Sunset Avenue – Danny and Phyllis Rainey

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Nhung Hong Vo,** (the "Recipient"), owner of residential property located at **1105 Grandview Street,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,680**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,680**, which shall be comprised of a cash contribution of **$3,680**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th day** of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Nhung Hong Vo
1105 Grandview Street
Pensacola, FL 32505

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

~~**Grover C. Robinson, IV, Chairman**~~

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____ VO
Nhung Hong Vo, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by Nhung Hong Vo, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 11/6/16 as identification.

_____
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____ ACA
Date: 10/18/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Nhung Hong Vo**
Property Address: **1105 Grandview Street, Pensacola, Florida, 32505**

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

Replace roof

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Nhung Hong Vo	**1105 Grandview Street** **Pensacola, FL 32505**	**33-2S-30-3301-009-277**

Total Amount of Lien **$3,680**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Nhung Hong Vo, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October, 2016 by Nhung Hong Vo, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 11/16/66 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

~~**Grover C. Robinson, IV, Chairman**~~

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, MS, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Legal Asst

Date: 10/18/16

Before

Replace roof

1105 Grandview Street-Nhung Hong Vo

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Matthew A. and Rachel L. Harding,** (the "Recipient(s)"), owner of residential property located at **10 Mandalay Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$5,539**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,539**, which shall be comprised of a cash contribution of **$5,539.**

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Dev. Program Manager
Neighborhood & Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Matthew A. and Rachel L. Harding
10 Mandalay Drive
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/3/16

For: Board of County Commissioners of Escambia County

By: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Mathew A. Harding, Property Owner

_____
Rachel L. Harding, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of November, 2016 by Mathew A. Harding, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 9/19/19 exp as identification.

The foregoing instrument was acknowledged before me this 4th day of November, 2016 by Rachel L. Harding, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 4/24/18 exp as identification.

_____
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942793
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Matthew A. and Rachel L. Harding**
Property Address: **10 Mandalay Drive, Pensacola, Florida, 32507**

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

Install new windows and Storm shutter installation.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Matthew A. and Rachel L. Harding	**10 Mandalay Drive Pensacola, FL 32507**	**59-2S-30-1000-180-013**

Total Amount of Lien **$5,539**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Mathew A. Harding, Property Owner

Rachel L. Harding, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of November, 2016 by Mathew A. Harding, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 9/19/19 exp. as identification.

The foregoing instrument was acknowledged before me this 4th day of November, 2016 by Rachel L. Harding, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 4/24/18 exp. as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/3/16

Before

Install new windows and Storm shutter installation

10 Mandalay Drive- Matthew and Rachel Harding

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Terry D. and Debra A. Slade,** (the "Recipient(s)"), owner of residential property located at **2410 North S Street,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000**, which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Terry D. and Debra A. Slade
2410 North S Street
Pensacola, FL 32505

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

Approved as to form and legal sufficiency.

By/Title: ACA

Date: 10/28/16

By: _____

~~Grover C. Robinson, IV, Chairman~~

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Terry D Slade

Terry D. Slade, Property Owner

Debra A Slade

Debra A. Slade, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of November, 2016 by Terry D. Slade, Property Owner. He (X) is personally known to me or (___) has produced S430 . . . 324-0 as identification.

The foregoing instrument was acknowledged before me this 2nd day of November, 2016 by Debra A. Slade, Property Owner. She (X) is personally known to me or (___) has produced S430 . . 720-0 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Service

_____
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Terry D. and Debra A. Slade**
Property Address: **2410 North S Street, Pensacola, Florida, 32505**

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

Install new windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Terry D. and Debra A. Slade	**2410 North S Street Pensacola, FL 32505**	**17-2S-30-1500-001-026**

Total Amount of Lien **$6,000,**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Terry D. Slade

Terry D. Slade, Property Owner

Debra A. Slade

Debra A. Slade, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of November, 2016 by Terry D. Slade, Property Owner. He (X) is personally known to me or (X) has produced S430...324-0 as identification.

The foregoing instrument was acknowledged before me this 2nd day of November, 2016 by Debra A. Slade, Property Owner. She (__) is personally known to me or (X) has produced S430...720-0 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

~~**Grover C. Robinson, IV, Chairman**~~

Douglas B. Underhill

Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/28/16

Install New Windows

2410 North S Street – Terry D. and Debra A. Slade

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Vincent J. Distefano, Jr.,** (the "Recipient"), owner of residential property located at **5 Syrcle Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$1,425**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,425**, which shall be comprised of a cash contribution of **$1,425**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th day** of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Vincent J. Distefano, Jr.
5 Syrcle Drive
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Vincent J. Distefano, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by Vincent J. Distefano, Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
_____
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/9/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Vincent J. Distefano, Jr.**
Property Address: **5 Syrcle Drive, Pensacola, Florida, 32507**

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

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Vincent J. Distefano, Jr.	**5 Syrcle Drive** **Pensacola, FL 32507**	**50-2S-30-6090-260-013**

Total Amount of Lien **$1,425**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Vincent J. Distefano, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by Vincent J. Distefano, Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/9/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Sanitary sewer connection

5 Syrcle Drive – Vincent J. Distefano, Jr.

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Zachary M. Grant, Samuel C. Grant and Jennifer H. Grant,** (the "Recipient(s)"), owner of residential property located at **1513 North X Street,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$2,750**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,750**, which shall be comprised of a cash contribution of **$2,750**

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Zachary M. Grant,
Samuel C. Grant, and
Jennifer H. Grant
1513 North X Street
Pensacola, FL 32505

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Zachary M. Grant, Property Owner

_____
Samuel C. Grant, Property Owner

_____
Jennifer H. Grant, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Zachary M. Grant, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 1/1/20 EXP as identification.

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Samuel C. Grant, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 3/22/20 EXP as identification.

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Jennifer H. Grant, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 3/26/21 EXP. as identification.

_____
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/9/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Zachary M. Grant, Samuel C. Grant, and Jennifer H. Grant**
Property Address: **1513 North X Street, Pensacola, Florida, 32505**

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

Replace roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Zachary M. Grant, Samuel C. Grant, and Jennifer H. Grant	**1513 North X Street Pensacola, FL 32507**	**33-2S-30-1600-005-009**

Total Amount of Lien **$2,750**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Zachary M. Grant, Property Owner

Samuel C. Grant, Property Owner

Jennifer H. Grant, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Zachary M. Grant, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 1/1/22 Exp as identification.

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Samuel C. Grant, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 3/27/20 Exp as identification.

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Jennifer H. Grant, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 3/26/21 Exp as identification.

(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/04/15

Before

Replace roof

1513 North X Street-Zachary M. Grant, Samuel C Grant and Jennifer H. Grant

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Rhonda G. Meloy,** (the "Recipient"), owner of residential property located at **14 Lieutenant Street,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,565**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,565**, which shall be comprised of a cash contribution of **$2,565**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th day** of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Rhonda G. Meloy
14 Lieutenant Street
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Rhonda G Meloy
Rhonda G. Meloy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by Rhonda G. Meloy, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/8/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Rhonda G. Meloy**
Property Address: **14 Lieutenant Street, Pensacola, Florida, 32507**

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

Install new windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Rhonda G. Meloy	**14 Lieutenant Street Pensacola, FL 32507**	**37-2S-30-9000-015-001**

Total Amount of Lien **$2,565**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Rhonda G. Meloy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by Rhonda G. Meloy, Property Owner. She (__) is personally known to me or (Y) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

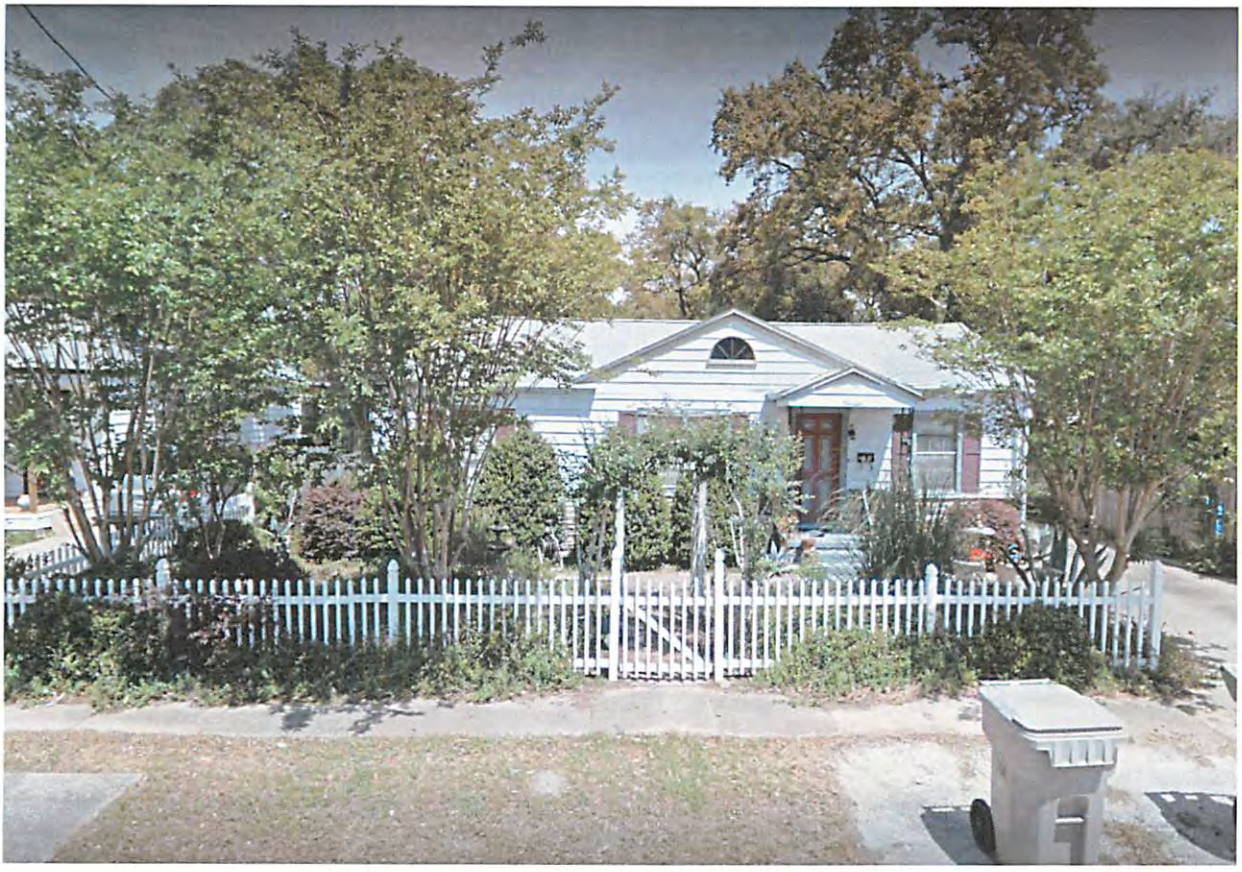
Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: KDeal, ACA
Date: 11/9/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Install new windows

14 Lieutenant Street – Rhonda G. Meloy

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **8th** day of **December 2016,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Walter J. Smith and Terri L. Stine,** (the "Recipient(s)"), owner of residential property located at **1204 Poppy Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000**, which shall be comprised of a cash contribution of **$6,000.**

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **8th** day of **December 2016**, and the Project shall be complete on or before the **8th** day of **March 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Dev. Program Manager
Neighborhood & Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Walter J. Smith and Terri L. Stine
1204 Poppy Avenue
Pensacola, FL 32507

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

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Walter J. Smith, Property Owner

_____
Terri L. Stine, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by Walter J. Smith, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 2/10/19 Exp. as identification.

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by Terri L. Stine, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 9/7/19 Exp as identification.

_____
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/10/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Walter J. Smith and Terri L. Stine**
Property Address: **1204 Poppy Avenue, Pensacola, Florida, 32507**

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

Install new windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Walter J. Smith and Terri L. Stine	**1204 Poppy Avenue Pensacola, FL 32507**	**50-2S-30-5000-240-013**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Walter J. Smith, Property Owner

Terri L. Stine, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by Walter J. Smith, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 2/10/19 Exp. as identification.

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by Terri L. Stine, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 9/7/19 Exp. as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Douglas B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/9/16

Before

Install new windows

1204 Poppy Avenue-Walter J. Smith and Terry L. Stine

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11437 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: State Housing Initiatives Partnership Program Housing Counseling Funding
From: Meredith Reeves, Division Manager
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Housing Initiatives Partnership Program Housing Counseling Funding - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning State Housing Initiatives Partnership (SHIP) Program Housing Counseling Funding:

A. Authorize the County Administrator to sign the SHIP Program Housing Counseling Funding Certification and Request Form to request one time funding of $44,018 for housing counseling from Florida Housing Finance Corporation; and

B. Authorize staff to put together a Request for Proposals or Request for Letters of Interest for a HUD approved counseling agency to provide housing counseling.

[Funds: Fund 120, 2017 SHIP, Cost Center 370204]

BACKGROUND:

On November 18, 2016, Florida Housing Finance Corporation (FHFC) advised local governments of the availability of funding from National Mortgage Settlement funds allocated to FHFC through the Foreclosure Counseling Program (FCP) to be utilized for housing counseling services. Escambia County is eligible for $44,018 in funds and must submit a Funding Certification and Request form (Exhibit I) to FHFC by December 31, 2016 to receive funds.

In 2013, this funding was originally restricted to help prevent homeowners from going into foreclosure and to provide education to at-risk homeowners. As part of the housing bill passed by the 2016 Legislature and signed by the Governor, language related to the FCP program allows FHFC to expand the types of counseling that can be provided to homeowners and prospective homebuyers. Some of the new activities now eligible

under FCP include housing counseling (primarily pre-purchase counseling) via the SHIP Program. This funding may be used for: first time homebuyer counseling, foreclosure prevention counseling, financial coaching, financial management education, and extended financial management.

Staff will initiate a separate RFP or RLI for a HUD approved counseling agency to provide first time homebuyer counseling as associated financial management education.

BUDGETARY IMPACT:

This one time funding must be requested from FHFC. Funding will be appropriated in the 2017 SHIP budget through a separate budget amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Certification form.

PERSONNEL:

No impact to Neighborhood Enterprise Division (NED) staff. Staff will intitiate a Request for Proposals (RFP) or Request for Letters of Interest (RLI) from HUD approved agencies for housing counseling services.

POLICY/REQUIREMENT FOR BOARD ACTION:

Approval of this recommendation will allow the County access to this one-time funding opportunity.

IMPLEMENTATION/COORDINATION:

NED staff will submit the form to FHFC by the appropriate deadline and assemble a RFP or RLI as appropriate.

Attachments

Ex I-Funding Cert Request Form

State Housing Initiatives Partnership (SHIP) Program
Housing Counseling Funding Certification and Request

Florida Housing Finance Corporation is making funding available from the Foreclosure Counseling Program to be used as SHIP funds for the specific purpose of providing housing counseling for the following activities only:

- First-time homebuyer counseling
- Foreclosure prevention counseling
- Financial coaching
- Financial management education
- Extended financial management

Each SHIP eligible local government may request funding up to the corresponding amount detailed in **Exhibit A**. This funding will be considered as part of the 2016-2017 fiscal year and must be expended and reported in accordance with program requirements for such funding.

Request:

Escambia County/City of Pensacola requests $ 44,018 .
(local government)

Certification[1]:

I hereby certify that the funding disbursed for housing counseling will be used only for the stated purposes above and that all funding will be expended and reported as part of the 2016-2017 fiscal year annual report in accordance with program requirements.

_____	County Administrator
Signature	Title
Jack R. Brown	_____
Print Name	Date

WITNESS: _____

WITNESS: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/23/16

[1] The certification must be signed by the chief elected official or the City/County Manager. If any other local government staff person signs the form, it must be accompanied by a signed letter from the chief elected official or City/County Manager designating the staff person as an authorized signatory.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11443 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Emergency Solutions Grant Program Agreement with The EscaRosa Coalition on the Homeless, Inc.
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for Emergency Solutions Grant Program with The EscaRosa Coalition on the Homeless, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreement for Emergency Solutions Grant (ESG) Program with The EscaRosa Coalition on the Homeless, Inc. (ECOH):

A. Approve an Agreement for Emergency Solutions Grant Program with ECOH providing 2016 ESG funding, in the amount of $18,663, comprised of $15,000 in Homeless Management Information System (HMIS) funding support and $3,663 in ESG administration funding; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related forms or documents as may be required to fully implement the Agreement.

[Funding: Fund 110, Other Grants & Projects Fund, HUD Emergency Solutions Grant, Cost Center 370293]

BACKGROUND:

The 2016 Escambia Consortium Annual Action Plan was approved by the Board on August 4, 2016, including an allocation for the Emergency Solutions Grant Program (Exhibit I). The 2016 Annual Plan included a total of $148,002 in 2016 ESG funds.

Per the United States Department of Housing and Urban Development (HUD), implementation of the ESG Program must be closely coordinated with ECOH, the HUD designated Homeless Continuum of Care (CoC) lead agency for Escambia and Santa Rosa counties. Of the total $148,002 2016 ESG grant, $15,000 will be expended directly for continued administration of the Homeless Management Information System (HMIS)

and $3663 in administration funds will be expended to allow ECOH to assist the County with preparation of the HUD Annual Plan, Consolidated Annual Performance Report (CAPER), and related CoC initiatives by ECOH per the Agreement (Exhibit II) to be approved through this recommendation. All non-administration funding must be matched 100%.

BUDGETARY IMPACT:

Funding required to support the Agreement is currently budgeted in Fund 110/Other Grants (ESG), Cost Center 370293. No County general fund revenue is required for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The ESG Agreement with ECOH has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact relating to additional personnel associated with this Grant Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Agreement with ECOH must be approved by the Board in order to meet HUD obligation and expenditure deadlines.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Division (NED). Implementation will be monitored by NED in cooperation with ECOH to properly complete the activities cited in the Agreement.

Attachments

Ex I-BCC HUD Ann Plan Approval

Ex II-ECOH ESG Agreement

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

2016000848

13. Dropping the recommendation that the Board take the following action concerning the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation (Funding: Fund 120/2016 SHIP, Cost Center 370202):

A. Approve the SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation, subject to Legal review and sign-off, to provide up to $450,000 in SHIP funds to support replacement housing activities for affected tornado victims in Escambia County; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents as required to implement the Project.

2016000849

14. Taking the following action concerning the Escambia Consortium 2016 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370226, 370227, and 370228; Fund 147/HOME, Cost Center 370268; and Fund 110/ESG, Cost Center 370293):

A. Approving the Escambia Consortium 2016 Annual Action Plan for Housing and Community Development, detailing the use of 2016 Community Development Block Grant (CDBG) funds, in the amount of $1,600,170; 2016 HOME Investment Partnerships Program (HOME) funds, in the amount of $920,660; and 2016 Emergency Solutions Grant Program (ESG) funds, in the amount of $148,002; and

B. Authorizing the County Administrator to execute all Escambia Consortium 2016 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2016 CDBG, 2016 HOME, and 2016 ESG Programs.

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2016/2017 Annual Housing and Community Development Plan for the period October 1, 2016 - September 30, 2017. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2016/2017 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2016 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2016 - September 30, 2017)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **$3,368,090** which is detailed as follows.

ESCAMBIA COUNTY
2016-2017 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

EMERGENCY SHELTER/OPERATIONS **$ 88,801**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

RAPID RE-HOUSING & HOMELESS PREVENTION **$ 33,101**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

HOMELESS MANAGEMENT INFORMATION SYSYTEM (HMIS) **$ 15,000**

Costs related to the administration of the HMIS database by the EscaRosa Coaliton on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

ADMINISTRATION **$ 11,100**

Administrative Cost (7.5%): $3663 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $7437 to Escambia County Indirect Cost.

TOTAL 2016 ESG FUNDS PROJECTED **$148,002**

AGREEMENT FOR
EMERGENCY SOLUTIONS GRANT PROGRAM

THIS AGREEMENT is made and entered into this 8th day of December, 2016, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (hereinafter referred to as the **"County"),** and **THE ESCAROSA COALITION ON THE HOMELESS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FID #592909065) (hereinafter referred to as the "**Agency**") for the purpose of implementing the Homeless Continuum of Care ("CoC") administration and coordination of the Homeless Management Information System ("HMIS") and associated components of the Emergency Solutions Grant Program ("ESG") Allocation as awarded to Escambia County by the U. S. Department of Housing and Urban Development ("HUD") (hereinafter referred to as the "ESG 2016 Grant").

W I T N E S S E T H

WHEREAS, the County has elected to participate in the Emergency Solutions Grant Program (CFDA # 14.231) to provide emergency shelter for homeless individuals and families, HMIS management, emergency assistance through homelessness prevention assistance to households who would otherwise become homeless, and rapid re-housing assistance to persons who are homeless for the benefit of the citizens of Escambia County, Florida; and

WHEREAS, the Agency has exhibited the managerial and technical ability to effectively assist the County with management and oversight of the ESG 2016 Grant in the local community; and

WHEREAS, the County hereby elects to engage the services of the Agency for administration and coordination of the HMIS and associated components, and HMIS reporting requirements for the ESG 2016 Grant and the Consolidated Plan in accordance with governing HUD regulations and requirements stipulated herein, and to enter into an Agreement with the Agency for this purpose; and

WHEREAS, it is in the best interest of the County to enter an agreement with the Agency for the specific purpose of providing for the administration and coordination relating to the ESG 2016 Grant within Escambia County, including the City of Pensacola and the Town of Century.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The Agency agrees to perform the required services under the general coordination of Neighborhood Enterprise Division (NED), an operating branch of the Escambia County Neighborhood & Human Services Department, as designated agent for County.

1.1 Initial contract manager responsible for coordination and administration of this

Agreement and attending regular meetings with the Agency, are hereby designated as follows:

Contract Manager for County: Meredith Reeves, Division Manager
Neighborhood Enterprise Division
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-0022
Email: mareeves@myescambia.com

Contract Coordinator for Agency: John Johnson, Executive Director
The EscaRosa Coalition on the Homeless, Inc.
3702 N. Pace
Pensacola, Florida 32505
Phone: (850) 439-3009
Email: john.johnson@ECOH.org

ARTICLE II
Scope of Services

2. The Agency agrees to implement the ESG 2016 Grant, specifically including HMIS matters, in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The Agency agrees to implement the ESG 2016 Grant to provide CoC interagency coordination; HMIS database management and integration; and ESG required data collection and reporting; as well as linkages between community resources and the persons or families at risk of or experiencing homelessness as defined in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"), as may be amended, incorporated herein by reference and acknowledged by Agency as provided in **EXHIBIT IV** of this Agreement.

ARTICLE III
Funding

3. For implementation of the 2016 ESG Grant, the County agrees to pay to the Agency an amount not to exceed **$18,663.00** (comprised of $3663.00 in ESG administration funds and $15,000.00 in HMIS administration funds) payable solely from available ESG 2016 Grant funds, subject to possible reduction under Article VI hereof.

3.1 The County shall make periodic disbursements from the sum authorized in Section 3 above over the period of this contract to the Agency, or on behalf of the Agency, for ESG 2016 Grant activities and services authorized under the terms and conditions set forth in **EXHIBIT I** of this Agreement, subject to submission of all documentation required by the County with respect to: supporting the County in administering and monitoring ESG 2016 Grant activities involving CoC agencies; management, coordination, and integration of the HMIS and other data systems integral to the ESG mission; data collection and assembly of reports, including the HUD Consolidated Plan narrative and data and required ESG 2016 Grant data elements; and interaction with County and

HUD representatives with respect to HMIS issues. In compliance with the requirements of the "HEARTH Act") and the HUD HMIS Data and Technical Standards as currently in effect subject to regulatory revisions published by HUD and revisions or amendments thereto, as well as, any other relevant documentation requested by the County.

3.2 The County agrees to receive, account for and disburse ESG 2016 Grant funds from budgets and accounts, as legally established by the County, for the mutual benefit of the Agency and the CoC agencies to the extent that such benefits conform to the requirements of the HEARTH Act.

3.3 The method of payment shall be according to the Payments and Procedures, as described in **EXHIBIT I** of this Agreement.

ARTICLE IV
Reporting

4. The Agency shall provide copies of the Quarterly ESG 2016 Grant Report to the County, including a narrative summary of progress and a financial statement as described in **EXHIBIT II** of this Agreement.

4.1 The Agency shall use the form of Quarterly Status Report described in **EXHIBIT II** of this Agreement or shall provide an alternate Quarterly Report format for approval by the County.

4.2 The report shall be due quarterly, and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the County.

4.3 The report is due on the 10th day following the end of each month, in March, June, September, December, unless an alternative schedule is agreed upon by the parties. The Report shall include all activities undertaken during the previous quarter.

4.4 The Agency shall provide the County with additional information as may be required by state or federal agencies to substantiate all activities, service or activity eligibility and/or expenditure eligibility.

ARTICLE V
Indemnification and Insurance Requirements

5. Independent Contractor. The Agency shall act as an independent contractor, and not as an employee of the County, in providing the aforementioned service. The Agency shall hold harmless Escambia County, and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Agency'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 or insurance.

5.1 Insurance. The Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial General Liability, Form CG1, with minimum limits of coverage in the amount of $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

b. Florida statutory Workers' Compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

5.1.1 Agency agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Risk Management, Post Office Box 1591, Pensacola, Florida 32597.

5.1.2 The County and NED shall be endorsed as "Additional Insureds" on all liability policies (except Workers' Compensation and professional liability) and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County and/or NED shall not be considered liable for premium payment, entitled to any premium return or dividend, and shall not be considered a member of any mutual or reciprocal company.

5.1.3 Certificates of Insurance shall be provided to Office of Risk Management, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of services hereunder. Certificates shall reflect the "Additional Insured" status of the County and NED. The County and NED shall also be the certificate holders.

5.1.4 If required by the County, the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies.

5.1.5 The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instructions of the County, cease all operations under the Agreement until directed by the County, in writing, to resume operations.

5.1.6 The Agency's required coverage(s) shall be considered primary and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of insurance will be considered primary as related to all provisions of the Agreement.

5.2 Indemnification. Agency agrees to indemnify and hold harmless the County, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this Agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement. The Agency agrees to pay on behalf of the County, as well as provide a legal defense for the County, which will be done only if and when requested by the County, for all claims as described in Article V of this Agreement. Such payment on the behalf the County shall be in addition to any and all other legal remedies available the County and shall not be considered to be the County's exclusive remedy.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **8th day of December, 2016, and shall terminate on December 31, 2017,** unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation.

6.1 Provided that if the contract managers agree that Agency has failed to satisfactorily perform its duties as set forth herein, or in the event that ESG 2016 Grant funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall only be responsible to pay for services actually performed through the date of termination.

6.2 Due to the time limitation for obligation and expenditure of ESG 2016 Grant funds, the Agency shall be subject to a performance review by the County/NED, at three (3), six (6), nine (9) and twelve (12) month intervals based upon the effective date of this Agreement. The three (3) month review will be advisory in nature and designed to assist the Agency in identifying impediments to effective implementation of the program. A written performance report shall be provided by the County to the Agency at the three (3) month interval, indicating any performance deficiencies or financial irregularities. Failure of the Agency to address the written review comments within ten (10) business days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.3 The six (6) month review shall examine the Agency's level of accomplishment with respect to the activities and objectives stated in **EXHIBIT I** of this Agreement. If, at the six (6) month interval, the Agency has not contractually committed a minimum of fifty percent (50%) of the ESG 2016 Grant funds stipulated in Article III, this Agreement may be unilaterally amended to reduce the funding by the difference between the amount contractually committed by the Agency and the fifty percent (50%) threshold, leaving fifty percent (50%) of the total funds available in the last six

(6) months. Funds removed from availability shall be reallocated for other ESG activities.

6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the program.

ARTICLE VII
Accountability

7. The Agency agrees to maintain personnel, financial, individual client and other records and accounts as necessary to properly account for all funds expended in relation to this Agreement.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the State of Florida, the HUD, or any of their duly authorized representatives; or the Agency shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Agency shall be fully responsible and directly liable for the proper expenditure of all funds provided to the Agency through this Agreement. In the event of misappropriation of or the use of ESG 2016 Grant funds for ineligible expenditures by the Agency, said Agency shall be liable for immediate repayment of improperly expended ESG 2016 Grant funds to the County or HUD, as may be required.

7.3 Any Agency failing to properly manage and account for the expenditure of ESG 2016 Grant funds, resulting in requirement for repayment of such funds to the County or HUD, shall be barred from participation in all projects or programs involving ESG Program funds, unless such funds are repaid to County or HUD within fifteen (15) business days of written notification of such obligation by the County and/or HUD. Any repayment resulting from fraudulent activities shall result in the permanent debarment of the Agency from participation in all County sponsored housing programs.

ARTICLE VIII
Nepotism and Conflicts of Interest

8. The Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this Agreement.

8.1 With respect to the use of ESG 2016 Grant funds to procure services, equipment, supplies or other property, the agency shall comply with 2 CFR Part 200. The Agency shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real apparent conflict of interest would be involved.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. The Agency agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall Include, but not be limited to, the following: employment, 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 Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

9.3 In carrying out all aspects of the housing activities for which the Agency has contracted hereunder, the Agency shall at all times abide by and maintain full compliance with the requirements of the Fair Housing Act (42 U.S.C. §§3601-3619) and implementing regulations.

ARTICLE X
Program Income

10. Program related assistance provided through this Agreement shall be in the form of a grant for administrative support and HMIS management, development, data collection, integration and reporting with respect to the ESG 2016 Grant. As such, no program income is anticipated as a result of the ESG 2016 Grant activities.

10.1 However, in the event of any unanticipated repayment of ESG 2016 Grant funds in relation to this Agreement, such funds shall be repaid to *Escambia County* and credited by the County to ESG Program Income within the budgets and accounts of the County. Any program income will be expended by the County for ESG eligible costs prior to drawing additional ESG 2016 Grant funds from HUD.

ARTICLE XI
Procurement of Recovered Materials

11. The Agency must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with section 6002, the Agency must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE XII
Uniform Requirements

12. The Agency shall comply with applicable provisions of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200; Civil Rights and Anti-Discrimination requirements cited in Article IX and acknowledged in **EXHIBIT IV** of this Agreement; all related regulatory requirements and HUD policy directives and guidelines applicable to the ESG 2016 Grant financed activities to be implemented through this Agreement. The Agency has been directly provided electronic copies of the entire text of applicable portions of these laws, regulations, HUD policy directives and guidelines prior to initiating ESG 2016 Grant activities. This is evidenced by execution of the certification of receipt contained in **EXHIBIT IV** of this Agreement. The Agency agrees to comply with any amendments or revisions to said laws, rules, regulatory provisions, policy guidelines or directives as may be promulgated by HUD and as provided to the Agency in writing by the County. Said compliance shall be required as of the date the amended provisions are provided to the Agency by the County and officially acknowledged by the Agency in writing.

ARTICLE XIII
Procurement

13. The Agency shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in program activities, including businesses with designations as follows: Minority Business Enterprise (MBE), Woman-owned Business Enterprise (WBE) and/or Disadvantages Business Enterprise (DBE). Agency shall conform to uniform Agency practices that target securing the most reasonable pricing for ESG 2016 Grant program costs when ensuring that equipment, materials or services are provided or performed by qualified vendors.

ARTICLE XIV
General Provisions

14. The Agency accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, and IV** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

14.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

14.2 To permit and facilitate such audits by the U. S. Department of HUD, Escambia

County, the State of Florida, any of their respective designated independent auditing firm(s) or their authorized representatives as may be required in relation to this Agreement;

14.3 To produce all documents upon request by the County, HUD, State of Florida or the authorized representatives of each; and

14.4 To provide a complete copy of the Agency's most recent annual comprehensive financial statement, reviewed and verified as to accuracy by an independent (third party) accounting professional, and to subsequently provide copies of similarly verified annual financial statements for the duration of this Agreement. The Agency receives less than $300,000 annually in direct Federal funding.

14.5 That The EscaRosa Coalition on the Homeless, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT III** of this Agreement and shall maintain its status for the duration of this Agreement. Further, The EscaRosa Coalition on the Homeless, Inc. functions primarily as a community or social service organization with specific emphasis on coordination of homeless issues and activities for the less fortunate in Escambia and Santa Rosa counties.

ARTICLE XV
Understanding of Terms

15.1 This Agreement represents the entire and integrated agreement between the County and the Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Agency and County or in accordance with the provisions contained in this document.

15.2 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

15.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

15.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to

the parties identified in Article I, paragraphs 1.1 and 1.2 above.

15.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

15.7 Public Records. The Agency 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. Agency 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. Agency 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, Agency 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 Agency 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 Agency seven (7) days written notice, during which period the Agency still fails to allow access to such documents, terminate the Agreement.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'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

[SIGNATURE PAGE FOLLOWS]

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: _____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: December 8, 2016

By: _____
Deputy Clerk

(SEAL)

Escambia County Legal Department Approval:

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/29/16

The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation chartered in the State of Florida

WITNESSED:

By: _____
Dr. David Josephs, President
Board of Directors

_____

Print Name: _____

_____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Dr. David Josephs, President of The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation, who did not take an oath and who:
___ is/are personally known to me.
___ produced current Florida driver's license or _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
ESG 2016 Grant for Administration and HMIS Services

AGENCY NAME: THE ESCAROSA COALITION ON THE HOMELESS, INC.

I. SCOPE OF SERVICES

A. The EscaRosa Coalition on the Homeless, Inc. ("Agency") shall provide: (a) a range of COC related administrative services in support of the ESG 2016 Grant, and (b) HMIS expansion, integration and data collection/refinement services specific to homeless services and activities undertaken locally under the terms, conditions, requirements and responsibilities of this Agreement, and may include annual HMIS system hosting, software, and licensing costs. The County agrees to make available over the term of this agreement, a total of **$3,663.00** in ESG 2016 administrative funds and **$15,000.00** in ESG 2016 HMIS funds, specifically to enable the Agency to enhance the homeless program management and coordination, specifically through HMIS enhancements and to assist the County with required data for the HUD Consolidated Plan. The ESG 2016 Grant funding shall be limited to a maximum expenditure of $18,663.00 for the entire term of this Agreement. As the designated Agency with responsibility for the CoC planning and coordination functions the Agency is critical to the effective oversight of the Emergency Solutions Grant program in the local community, and limited ESG 2016 Grant funds are awarded herein to assist the Agency with respect to such responsibilities. Additionally, the Agency directly manages the HUD-mandated HMIS in Escambia County. ESG related reporting requirements mandate linkage or integration of data systems under the HMIS umbrella for data collection and reporting of Emergency Solutions Grant associated activities and accomplishments. Additionally, the Agency shall provide the County with data to assist in completion of the County's Annual Plan and CAPER Reports. ESG 2016 Grant funding, as stipulated above, will be provided to aid the Agency in assuring compliance with HUD's HMIS directives, including the HUD HMIS Data, Technical and Reporting Standards. Requests for reimbursement shall include personnel, operating costs, supplies, contractual services and ESG 2016 Grant related support costs associated with the coordination of CoC and HMIS functions with respect to the Emergency Solutions Grant.

B. This allocation is funded in its entirety from ESG 2016 GRANT funds. The Agreement provides for a maximum of $**18,663.00** in support for the Agency. This allocation falls within the maximum administrative cost authorized by HUD.

C. Funds shall be provided to the Agency in monthly or quarterly installments not to exceed, in aggregate, the maximum amount cited above upon delivery of contracted homeless program administration activities. Requests for payment or reimbursement shall clearly substantiate the costs for Administration activities based upon the budgeted allocations cited in Section A above. The County may elect to pay vendors directly on behalf of the Agency, if requested to do so by the Agency; or alternatively, the County may reimburse properly documented expenses incurred for ESG 2016 Grant program costs by the Agency. No advance

of County funds will be provided to the Agency for this activity.

II. OBJECTIVES

A. The Agency shall provide administrative support to the County to assist in: outreach and integration of services, funding, and information sharing between and among various local, state and federal agencies and organizations for the benefit of ESG eligible recipients; enhanced monitoring of ESG and non-ESG client referral and case management protocols within the local homeless service delivery system; and support the mission and objectives of the homeless programs within Escambia County.

B. The Agency shall take the actions required to: (1) provide HMIS technical support, agency training, outreach, continuing interaction with the HMIS vendor(s), and general system coordination within Escambia County; (2) document the number of additional homeless service delivery agencies initiating or expanding participation in the local HMIS over the term of this agreement; (3) increase the actual number and percentage of individual homeless cases entered into the HMIS database as compared to the current data entry penetration; (4) utilize ESG funds provided hereunder to attain enhanced reporting, data collection and systems integration between the existing HMIS system and agencies delivering ESG or CoC based assistance to clients; and (5) produce results oriented monthly reports as required herein.

C. The Agency shall take the actions required to ensure that Emergency Solutions Grant reporting by participating service delivery agencies meets or exceeds the HMIS Data and Technical Standards as established by HUD, including all required Data Elements.

III. SERVICES

A. The Agency asserts that it has the capability to perform the services identified herein and affirms its concurrence with the terms and conditions under which this assistance is provided to the Agency.

B. ESG 2016 Grant funds shall be made available to the Agency in the form of a grant to support administrative costs; HMIS data collection, integration, and information sharing; HMIS based reporting; HMIS software, hosting, and/or licensing costs; and ancillary services required to coordinate and monitor these activities in Escambia in accordance with requirements hereunder.

C. ESG data collection and reporting shall be conducted through the HMIS managed by the Agency, or through a compatible system that can be linked or file shared in a manner that will efficiently supply ESG required data elements to the local HMIS.

D. Agency shall substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each ESG payment issued under this Agreement. Failure of the Agency to properly document such costs will result in the Agency being required to reimburse the ESG fund for any and all ESG expenditures disbursed with respect to an ineligible cost. Complete expenditure documentation is mandatory under this Agreement.

E. Agency shall provide documentation of 100% Match of ESG 2016 HMIS funds per 24 CFR §576.201. State of Florida ESG funds cannot be used as matching funds.

IV. AGENCY INFORMATION

AGENCY:	CONTACT PERSON:
Name: EscaRosa Coalition on the Homeless, Inc.	Name: John Johnson
Address: 3702 N. Pace Blvd	Title: Executive Director
Pensacola, FL 32505	Phone: (850) 439-3009
	Fax: (850) 436-4656
Federal ID #: 592909065	E-mail: John.Johnson@ECOH.org

V. AGENCY PERFORMANCE REVIEWS AND RELATED REPORTS

A. Agency shall cooperate fully in completion of the periodic performance reviews as stipulated in Article VI Sections 6.2, 6.3, 6.4, and 6.5 (cumulatively referred to as "Performance Reviews") of this Agreement. Agency agrees to provide written status reports and updates as may be required in relation to the Performance Reviews or matters related thereto. The duty to participate in Performance Reviews and to provide written reports or responses regarding the results of such performance reviews shall survive termination of this Agreement until all related issues are resolved to the satisfaction of the County.

B. Failure to cooperate in the Performance Reviews and/or to submit written responses to County requests for Project related information, documentation, implementation issues, financial issues or any related matter shall be deemed good cause for withholding further payment to the Agency, and/or termination of this Agreement in accordance with provisions of Article VI should the failure to cooperate persist.

VI. AUDIT REQUIREMENTS

The Agency receives less than $300,000 annually in direct Federal funding. The Agency shall provide the Contract Manager with the recent annual comprehensive financial statement showing the financial affairs of the Agency in accordance with Article XIV Section 14.4 of this Agreement. Agency shall also provide copies of similarly verified annual financial statements for the duration of this Agreement. Initial and subsequent comprehensive financial statements shall be reviewed and verified as to accuracy by an independent (third party) accounting professional prior to submission to the Contract Manager.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. Escambia County shall issue County financed payments based upon clear and proper documentation of all costs to be paid or reimbursed by Escambia County in support of the ESG 2016 Grant activities provided through this Agreement. Payments shall be either made directly to the vendor on behalf and upon approval of the Agency; or alternatively, to the Agency to reimburse ESG eligible costs advanced by the Agency, as based upon voucher and

supporting documentation provided to the Clerk of the Circuit Court/Finance Division, as generally summarized below:

(1) Direct Vendor Payments by County: To secure direct payments to vendors by the County, the Agency shall submit the following documentation to NED at least fourteen (14) business days prior to the anticipated payment date: a request for direct payment to the specified ESG 2016 Grant vendor on Agency letterhead with amount, vendor and specific service(s) denoted; accurate and complete two page originally signed W-9 for payee (vendor); and an original of the vendor invoice that has been reviewed and approved for payment by the Agency (the invoice must clearly state that services were provided for the ESG 2016 Grant described herein. *Direct vendor payments shall be processed by the County ONLY for individual vendor invoices that exceed $2,000*.

(2) Reimbursement of Eligible Agency Incurred Expenses: To secure reimbursement of the Agency's ESG 2016 HMIS Grant expenses as advanced by the Agency, the Agency shall provide the County full and complete documentation of the actual costs for ESG 2016 HMIS project. Agency shall afford the County reasonable access to source documents to assure that costs are proper. To secure reimbursement of expenses by the County, the Agency shall submit the following documentation to NED at least fourteen business (14) days prior to the anticipated payment date: a request for reimbursement of ESG 2016 Grant related expenses on Agency letterhead with amount, vendor and specific service(s) denoted including a signed statement by the Agency certifying that the payment has been made; accurate and complete two page originally signed Agency W-9 (if a W-9 has not been submitted to the County within the twelve (12) month period prior to the invoice date); a complete copy of the vendor invoice as paid by the Agency; a copy of the cancelled check or a paid receipt from the vendor evidencing payment of the invoice.

Subject to the terms of this Agreement, the County shall retain final authority for the approval or denial of payments from County and County controlled or administered funds. The County shall review and document all payments, but shall rely heavily on the Agency for revenue and expenditure source documentation.

B. Direct payment and reimbursement requests shall include costs incurred by the Agency for the ESG 2016 Grant.

C. Upon receipt of all required eligibility and expenditure documentation and approval by the Contract Manager, the County shall issue reimbursement to the Agency within fifteen (15) days of the date of receipt of the payment request by the Escambia County Clerk of the Circuit Court/Finance Division.

D. Agency shall cooperate with County and NED in making revisions as may be required by HUD with reference to the ESG Grant and regulations related thereto.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The grant will be monitored continuously based upon the documentation submitted by Agency and routine interaction between the Agency and County. Reviews shall minimally conform to that provided in Article VI of this Agreement.

B. The County shall review and evaluate Agency's performance under this Agreement and the effectiveness of the program in keeping with the purpose and intent of the Emergency Solutions Grant Program. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.

EXHIBIT II

Reporting
and
Data Collection Requirements

QUARTERLY STATUS REPORT
REPORT # _____

TO:	**ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION**
FROM:	**ESCAROSA COALITION ON THE HOMELESS**
DATE:	
PROJECT:	
CONTRACT YR:	
For the qtr of	

I. PROGRESS REPORT

A. DESCRIBE IN <u>DETAIL</u> WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.

B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITES THAT WILL TAKE PLACE DURING THE NEXT REPORTING PERIOD.

_____

QUARTERLY FINANCIAL REPORT

PROJECT:	
CONTRACT YR:	
For the QTR of:	
CONTRACT AMOUNT:	**$**

EXPENDITURES:

CLIENT NAME/UNIT ADDRESS **COST**

_____

_____

_____

_____

_____

Total expenditures this period **$** _____

Remaining contract amount **$** _____

Balance end of this reporting period **$** _____

Comments

_____

_____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

_____
Authorized Signature

_____ _____
Position **Date**

Note: Include all *canceled* checks/bank statements and paid receipts for verification of spending during the report period.

SPECIFIC EMERGENCY SOLUTIONS GRANT AND HMIS DATA STANDARDS AND REPORTING REQUIREMENTS

(MANDATORY)

Agency shall maintain, update and ensure collection, and submission (as applicable) of all Emergency Solutions Grant client, service delivery, financial and/or outcome reporting data elements as required by the Program and specifically detailed on the HUD ESG website at the following links:

HMIS Data Standards – including future revisions as mandated by HUD (link to document provided below)

http://www.hudhre.info/index.cfm?do=viewResource&ResourceId=651

All required HMIS data (required data elements) applicable to services rendered under this Agreement shall be provided by the Agency through or in conjunction with the local HMIS system that is operated and maintained by The EscaRosa Coalition on the Homeless, Inc. All data must be directly entered into the local HMIS or be compatible in a manner that allows uploading of data to HMIS on a routine basis.

Agency acknowledges that the data requirements may be altered by HUD during the implementation of this initiative and the Agency may have to revise reporting elements to address such revisions. However, such changes are beyond the control of the County.

EXHIBIT III

DOCUMENTATION OF NON-PROFIT STATUS

The EscaRosa Coalition on the Homeless, Inc.
(Insert Agency Name)

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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Florida Not For Profit Corporation

THE ESCAROSA COALITION ON THE HOMELESS INC.

Filing Information

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Principal Address

3702 NORTH PACE BLVD
PENSACOLA, FL 32505

Changed: 02/19/2014

Mailing Address

P.O. BOX 17222
PENSACOLA, FL 32522

Changed: 05/03/2004

Registered Agent Name & Address

Johnson, John
3702 NORTH PACE BLVD
PENSACOLA, FL 32502

Name Changed: 01/29/2015

Address Changed: 02/19/2014

Officer/Director Detail

Name & Address

Title P

Detail by Entity Name

Josephs, David, Phd
P.O. BOX 17222
PENSACOLA, FL 32522

Title V

Travis, Marsha
P.O. BOX 17222
PENSACOLA, FL 32522

Title T

JORDAN, HEATHER R
4459 B HWY 90
Pace, FL 32571

Title Secretary

Roberts, Andrea
P.O. BOX 17222
PENSACOLA, FL 32522

Annual Reports

Report Year	Filed Date
2014	02/19/2014
2015	01/29/2015
2016	02/04/2016

Document Images

02/04/2016 -- ANNUAL REPORT	View image in PDF format
01/29/2015 -- ANNUAL REPORT	View image in PDF format
02/19/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
01/22/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
03/17/2008 -- ANNUAL REPORT	View image in PDF format
02/21/2007 -- ANNUAL REPORT	View image in PDF format
01/30/2006 -- ANNUAL REPORT	View image in PDF format

EXHIBIT IV

EMERGENCY SOLUTIONS GRANT PROGRAM RULES AND REGULATIONS

Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009
and related
Laws, Rules and Regulations

CERTIFICATION OF RECEIPT
Emergency Solutions Grant Program
IMPLEMENTING REGULATIONS

I/We hereby certify and affirm that Escambia County, via NED, has provided this Agency with a complete electronic copy of the current **Emergency Solutions Grant Regulations governing implementation of Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009**. Agency agrees that additional amendments to said Regulations and/or directives relating to said Regulations may be disseminated by HUD during the term of this Agreement, and upon receipt and acknowledgement of said amendments or policy directives from the County/NED, the Agency shall abide with such changes in the Emergency Solutions Grant Program as of the date the information is officially acknowledged by the Agency. Further, the Agency has been directed by the County/NED to attend appropriate training as provided by HUD or HUD contractors. Agency has also been advised to review Emergency Solutions Grant, HMIS and other training materials and information relating to the activities to be implemented through this Agreement. The Agency should routinely consult the following HUD Website on a regular (at least bi-weekly) basis for regulatory and policy updates:

http://www.hudhre.info/

Agency stipulates herein that, I/We have reviewed the Emergency Solutions Grant information identified and the website referenced above, and I/We clearly understand the requirements which govern the Emergency Solutions Grant financed activities agreed to under the terms and conditions of this Agreement. I/We also understand that clarification of any uncertainties regarding the Notice(s), policy directives, questions/answers, or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the HUD for review and resolution.

Further, I/We certify and acknowledge that Emergency Solutions Grant *services* are limited to a specific income level and that such targeting is a mandatory requirement in carrying out any agreement which involves delivery of services to clients and/or oversight of any agency or agencies having responsibility for delivery of such services through the Emergency Solutions Grant. I/We are familiar with the: income eligibility guidelines (income chart), income determination procedures, income verification/documentation procedures, and income compliance requirements hereunder and the penalties to be suffered by the Agency for failing to assure such compliance.

This certification is provided in lieu of including the entire text of the Notice and voluminous related materials in this Exhibit. I/We understand that additional copies of any of the referenced materials or training related to such materials will be provided upon written request directed to the Contract Manager by this Agency. As the local Homeless Continuum of Care (CoC) agency, I/We certify and affirm that Agency staff are very knowledgeable with respect to the HEARTH Act, Emergency Solutions Grant and HMIS.

Agency:

The EscaRosa Coalition on the Homeless, Inc.

By:_____

Date:_____

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.

(3) The undersigned shall require that the language of this certification be included in the award documents and 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.

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 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.

Signature:_____ Date:_____
Certifying Official:

Agency: **The EscaRosa Coalition on the Homeless, Inc.**

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) 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.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____ ESG 2016 Grant
Name: Project Name
Title:

Firm/Agency: The EscaRosa Coalition on the Homeless, Inc.

Street Address: 3702 North Pace Blvd
Pensacola, Florida 32505

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The EscaRosa Coalition on the Homeless, Inc. certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency/Company: The EscaRosa Coalition on the Homeless, Inc. Date: _____

Grant Program Name: HESG 2016 Administration/HMIS

Grant Number: E16-UC-12-0022_____

The EscaRosa Coalition on the Homeless, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Agency Service Delivery Address:

3702 N. Pace Boulevard
Pensacola, Florida 32505

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Enter Number of Employees involved in ESG 2016 Grant: _____

SIGNED:_____
Certifying Officer

Agency: The EscaRosa Coalition on the Homeless, Inc.

LISTING OF STANDARD CONTRACT PROVISIONS

Conditions & Certifications Required by HUD for Contracts Funded by CDBG or ESG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- Program Income 24 CFR 570.503(b)3 and 24 CFR 504
  The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.

- Conditions for Religious Organizations 24 CFR 570.200(j)
  In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:

  - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
  - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

- Reversion of Assets 24 CFR 570.503(b)8
  Upon the discontinuation of funding this program with CDBG, the Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control that was acquired or improved in whole or in part in excess of Twenty-Five Thousand Dollars ($25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 CFR 570.611) reads in substance as follows:

  - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises of has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 CFR 84.42, 24 CFR 85.36, 24 CFR 570.611, and additionally:

  No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 CFR Part 1, as related to non-discrimination in federally-assisted programs.

- Public Law 90-284 referring to the Fair Housing Act (42 USC 3601-20), as amended, and implementing regulations.

- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.

- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.

- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- 24 CFR 570.614 requires compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and with the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225).

- The lead based paint requirements of 24 CFR Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.

- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 CFR 2424.

- The Agency shall comply with the policies, guidelines and requirements of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars

  - A-87
  - A-110
  - A-122

- A-133

- Section 3
  - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:

  - The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

  - The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

  - The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

  - The contractor will include the Section 3 clause set forth in 24 CFR 135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 CFR 570.607).

  - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
  - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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 contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The contractor shall require that the language of this certification 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.

- 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 Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

- Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—As required by 24 CFR 570.603, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the

workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- Drug-Free Workplace Act of 1998 (41 USC 701 et seq.) – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.

- Resource Conservation and Recovery Act (42 USC 6962); 24 CFR 84.16 – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

- Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 CFR 84.21.

- Use of real property (24 CFR 570.505) – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years. Any change of use of real property requires consultation with the County, and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 CFR 570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not

sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the County.

- Procurement and Competitive Processes (24 CFR 84.43-48) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.

- Records retention requirements (24 CFR 570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 CFR 91.520).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11360 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Miscellaneous Appropriations Agreement_United Way-Community Investment-2016-2017
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriation Agreement with the United Way of Escambia County, Inc., (Community Investments to Improve Lives) for Fiscal Year 2016/2017 for Outside Agencies - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreement for the United Way of Escambia County, Inc., (Community Investments to Improve Lives):

A. Approve the Miscellaneous Appropriations Agreement to be paid from the General Fund (001), Cost Center 370102, in the amount of $90,725.

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payments in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

The United Way of Escambia County, Inc., will coordinate the provision of essential services that effectively leverage local resources and community partnerships to create positive changes in the education, health and financial stability of Escambia County citizens through the Community Investment Program for Escambia County.

The Community Investment Program is a comprehensive community investment process

through which United Way of Escambia County, Inc. volunteers review applications, tour nonprofit agencies, and listen to oral presentations to determine where County resources are invested in collaborative work that benefits local citizenry. The United Way of Escambia County, Inc., manages the process; and nonprofit agencies are required to demonstrate positive outcomes on a quarterly basis, that prove they are having impacts in education, health, and financial stability.

BUDGETARY IMPACT:

Funding in the amount of $90,725 is allocated in the Fiscal Year 2016-2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Misc Approp Agmt-United Way 2016-2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND UNITED WAY OF ESCAMBIA COUNTY, INC.

THIS AGREEMENT is made and entered into this ___ day of _____ 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and United Way of Escambia County, Inc., a non-profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 West Government Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 59-0651076 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by coordinating the provision of essential services that effectively leverage local resources and community partnerships to create positive changes in the education, health and financial stability of Escambia County citizens; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of $90,725.00 to conduct the program generally described as "*Community Investment to Improve Lives*" and more particularly set out in Exhibit A, which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. In exchange for the faithful performance of the program described herein, the County agrees to contribute for the County's current Fiscal Year 2016/17 (October 1 through September 30) the sum of $90,725.00 to the Recipient. Following execution of the agreement, payment shall be provided to the Recipient in a single lump sum payment as provided in Exhibit A to this Agreement.

Section 3. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or

failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To perform successfully the program more particularly described in Exhibit A to this Agreement.

H) To provide a monthly report of program expenditures on or before the 10th day of each month to include the name and address of all program recipients, number and type of procedures performed, and an itemization of eligible expenditures.

Section 4. This Agreement shall be considered to have become effective upon the date last executed and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either

party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 5. The Recipient's approved budget, included in Exhibit A, and any changes to that budget that would affect the expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

Section 6. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's prior written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be granted in the sole discretion of the County.

Section 7. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 8. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 9. The Recipient's approved budget, included in Exhibit A and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 10. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 11. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

UNITED WAY OF ESCAMBIA COUNTY, INC.

By: Andrea Krieger
Andrea Krieger, President

Attest:
Jo McArthur
Secretary

Approved as to form and legal sufficiency.
By/Title:
Date: 11/23/16

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

United Way of Escambia County, Inc.

APPROVED BUDGET:

SALARIES, BENEFITS, ADMINISTRATIVE AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE UNITED WAY OF ESCAMBIA COUNTY, INC..... $90,725.00

Payment shall be issued to the Recipient in a single lump sum payment upon Recipient providing a fully completed W-9 form and a fully executed original Agreement to Escambia County. The County will forward the appropriate documentation to the Clerk's Accounts Payable Department for final payment processing.

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The United Way of Escambia County, Inc., will coordinate the provision of essential services that effectively leverage local resources and community partnerships to create positive changes in the education, health and financial stability of Escambia County citizens through the Community Investment Program for Escambia County.

The Community Investment Program is a comprehensive community investment process through which United Way of Escambia County, Inc. volunteers review applications, tour nonprofit agencies, and listen to oral presentations to determine where County resources are invested in collaborative work that benefits local citizenry. The United Way of Escambia County, Inc., manages the process; and nonprofit agencies are required to demonstrate positive outcomes on a quarterly basis, that prove they are having impacts in education, health, and financial stability.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11441 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Change Order 5 to Purchase Order 141346 to Walton County Sheriff's Office
From: Jack Brown, County Administrator
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order in Excess of $50,000 to the Walton County Sheriff's Office for Housing of Inmates from the Escambia County Jail - Jack Brown, County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order 5, in excess of $50,000, adding funds for inmate housing of Escambia County Jail inmates in Walton County:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	$4,666,900
Vendor:	Walton County Sheriff's Office
Purchase Order:	141346
Change Order:	5
Original Award Amount:	$1,368,750
Cumulative Amount of Change Orders Through This Change Order:	$9,666,900
New Purchase Order Total:	$11,035,650

[Funding Source: 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

BACKGROUND:

In April 2014, historic flooding and a subsequent explosion left the Escambia County Jail's Central Booking and Detention Facility unusable. Since the Escambia County Main Jail did not possess the capacity needed to house all of the inmates that were in custody, a Memorandum of Agreement between Escambia County and Walton County Sheriff's Office was entered into for the housing of inmates. The Corrections Department like to request a change order in the amount of $4,666,900 to cover the fees related to housing inmates in Walton County for a period of 12 months. This request is based on the current Memorandum of Agreement Between Escambia County and The Walton County Sheriff's Office that became effective on October 1, 2016.

BUDGETARY IMPACT:

Funding is available in the Internal Service Fund 501; Building Cost Center 140836; Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

Attachments

Walton County Sheriff's Office MOA

Escambia County
Clerk's Original
9/22/2016
CAR II-40

Date: 9-27-2016 Verified By: K. McCord

MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE WALTON COUNTY SHERIFF'S OFFICE FOR THE TEMPORARY HOUSING OF INMATES

This Memorandum of Agreement ("Agreement") is made and entered into by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter referred to as "County"), with an administrative address of 221 Palafox Place, Pensacola, Florida 32502, and the Walton County Sheriff's Office (hereinafter referred to as "WCSO"), with an administrative address of 796 Triple G Road, Defuniak Springs, Florida 32433. County and WCSO may hereinafter be referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, on April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall event, which flooded portions of the Escambia County Jail and the Central Booking and Detention Center (CBD), and on April 30, 2014, an explosion occurred in the CBD resulting in the evacuation and relocation of all inmates housed in the facility; and

WHEREAS, on or about August 21, 2014, the Parties entered into a Memorandum of Agreement for the temporary housing of Escambia County inmates at the Walton County Jail in Walton County (the "Prior Agreement"), which was subsequently amended on January 22, 2015; and

WHEREAS, the Parties have agreed to revise certain terms relating to the temporary housing of inmates at the Walton County Jail; and

WHEREAS, as a result, the Parties find it in advantageous and appropriate to enter into this new Agreement for the purpose of establishing the terms whereby inmates of Escambia County may be temporarily housed at the Walton County Jail.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration which is hereby acknowledged, the Parties hereby agree as follows:

Article I

1.1 Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Purpose. This Agreement is intended to establish the terms whereby inmates of Escambia County may be temporarily housed at the Walton County Jail.

1.3 Agreement Supersedes Prior Agreement. This Agreement is intended to and shall supersede the Prior Agreement, as amended, in its entirety.

Article II
Term and Termination

2.1 Effective Date. This Agreement shall commence upon the date last executed ("Effective Date").

2.2 Term. The term of this Agreement shall be three (3) years. The Term shall commence upon the Effective Date and the Agreement shall remain in full force and effect for three (3) years unless earlier terminated as provided herein.

2.3 Termination. This Agreement may be terminated by either party with or without cause upon providing thirty (30) days' prior written notice to the non-terminating party.

Article III
Responsibilities of the Parties

3.1 Walton County Sheriff's Office:

3.1.1 WCSO shall provide temporary housing for Escambia County inmates at the Walton County Jail located at 796 Triple G Road, Defuniak Springs, Florida (hereinafter referred to as the "Facility") as specifically provided herein.

3.1.2 WCSO shall be responsible for the provision of perimeter security at the Facility at all times.

3.1.3 WCSO shall provide security staffing as required to supervise all Escambia County inmates housed at the Facility.

3.1.4 WCSO shall provide food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items to Escambia County inmates on a daily basis ("Inmate Services").

3.1.5 Upon request, WCSO shall provide transportation services for Escambia County inmates as required to maintain a sufficient number of Escambia County inmates housed at the Facility, as described in paragraph 3.2.2 below.

3.2 Escambia County:

3.2.1 The County shall be responsible for providing transportation for all Escambia County inmates housed at the Facility, including, but not limited to, transport for admittance to the Facility, all court proceedings, and outside medical care. The County may request transportation assistance from WCSO as required to maintain a sufficient number of Escambia County inmates housed at the Facility, as described in paragraph 3.2.2 below.

3.2.2 The County shall, at all times during the term of this Agreement, make a good faith effort to house a minimum of 250 to 300 inmates at the Facility.

3.2.3 The County shall reimburse WCSO for the provision of Inmate Services at a per diem rate per inmate ("Daily Rate"). The Daily Rate shall include all Inmate Services as

provided in this Agreement and all related administrative costs. Effective October 1, 2016, the Daily Rate shall be $48.00 per inmate. Effective October 1, 2017, the Daily Rate shall be $50.00 per inmate. Effective October 1, 2018, the Daily Rate shall be $52.00 per inmate.

3.2.4 The County shall reimburse WCSO for any costs incurred by WCSO for outside non-emergency medical care or prescription medications that may be required for Escambia County inmates.

3.2.5 The County shall be responsible for providing all dental care and mental healthcare services for Escambia County inmates housed at the Facility.

3.2.6 The County shall be responsible for the cost of any outside emergency medical care, including emergency land or air transportation, which shall be billed directly by the provider(s) on a fee for services basis.

3.3 Method of Payment:

3.3.1 WCSO shall submit housing invoices to the County on a monthly basis. Invoices shall reflect the total Daily Rate due and owing with appropriate supporting documentation.

3.3.2 WCSO may submit medical invoices to the County on a monthly basis. Invoices shall reflect the total amount due and owing per inmate with appropriate supporting documentation.

3.3.3 The County shall remit payments to the following address:
Walton County Sheriff's Office
792 Triple G Road
Defuniak Springs, Florida 32433

3.3.4 All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Article IV
Miscellaneous Provisions

4.1 Rules and Regulations. All services under this Agreement shall be provided in accordance with all applicable federal and state laws, rules and regulations, and the Florida Model Jail Standards rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Agreement.

4.2 Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

4.3 Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party

may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

4.4 Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

4.5 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.

4.6 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.

4.7 Interpretation.

a) 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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) 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. 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 provision hereof.

4.8 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.

4.9 Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

4.10 Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Escambia County:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Walton County Sheriff's Office:
County Sheriff
Walton County
792 Triple G Road
Defuniak Springs, Florida 32433

4.11 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, no deviations from the terms and conditions 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.12 Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

4.13 No Waiver. The failure of either party 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.

4.14 Authority. The persons signing this Agreement have full power and authority as duly authorized representatives of the Parties to enter into and to consummate this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties set their hands and seals this day and year first written above.

Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Grover C. Robinson, IV, Chairman

Date: 9-22-2016

BCC Approved: 09-22-2016

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Walton County Sheriff's Office

By: _____
Major Brian Schultz

Date: 10/4/2016

_____
Witness

_____
Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/13/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11442 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Agreement for Oral Health Care Services for Escambia County Jail Inmates
From: Jack Brown, County Administrator
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc. - Jack R. Brown, County Administrator

That the Board take the following action concerning the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc.:

A. Approve the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc., that provides for the treatment of both emergency and non-emergency oral health care conditions of Escambia County Jail inmates; and

B. Authorize the County Administrator to execute the Agreement.

[Funding: Fund 001, General Fund, Cost Center 290402, Inmate Medical]

BACKGROUND:

In June 2016, the Escambia County Jail received notice that their contracted Dentist would no longer be providing services to the facility after July 23, 2016. At this time an RFP (PD15-16.069) was issued in order to procure dental services for the Escambia County Jail. The RFP received no responses from parties interested in providing services within the jail. Due to this lack of interest it was decided that the Jail would be forced to take the inmates in need of care to an outside facility. Since the total estimated annual cost for these services would not exceed the $50,000 threshold, the health services staff reached out to a number of local providers and obtained competitive quotes for the desired services. It was determined that Escambia Community Clinics, Inc. offered the most advantageous pricing structure.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund, Cost Center 290402, Inmate Medical.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved this agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board of County Commissioners' policy requires contracts and agreements to be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by the Escambia County Department of Corrections.

Attachments

Agreement for Oral Health Care Services

Competitive Quotes

AGREEMENT FOR ORAL HEALTH CARE SERVICES

THIS AGREEMENT is entered into by and between Escambia Community Clinics, Inc., a not-for-profit corporation authorized to conduct business in the State of Florida, with a principal address of 14 West Jordan Street, Pensacola, FL 32501, and Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, Escambia Community Clinics, Inc. (hereinafter referred to as "Contractor") provides access to primary care, mental health, pediatric, dental care and supportive services for low income, medically needy, and homeless citizens of Escambia and Santa Rosa Counties; and,

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, the Contractor is qualified to render appropriate oral health care services to Escambia County inmates: and

WHEREAS, the County and Contractor desire to enter into this agreement setting forth the terms whereby Escambia Community Clinics shall provide oral healthcare services for Escambia County inmates.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the parties 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 the date last executed and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

3. Scope of Services. Contractor agrees to provide oral health care services (within the scope of its practice) to County inmates that are referred by the Escambia County Department of Corrections – Health Services Unit (hereinafter referred to as "Health Services"). All personnel rendering services on behalf of Contractor shall be duly qualified to provide such services in the State of Florida. Services shall be limited to relief of acute oral disease via simple extractions, simple restorations where indicated, and preventative dental examinations and cleanings (comprehensive oral exam, full mouth X-rays, cleaning, fluoride treatment). All appointments for non-emergency services must be pre-arranged by the County. All inmates receiving services at Escambia Community Clinics shall be accompanied by a certified correctional officer.

4. Billing and Payment for Services Rendered.

a) Non-Emergency Services- Contractor shall provide non-emergency services based upon the following fee schedule:

- $20 for initial dental exam/x-ray/treatment planning appointment
- $35 for dental hygiene services
- $25 ***per tooth*** for simple dental extraction
- $25 ***per tooth*** for simple composite or amalgam restoration (fillings)

Contractor shall obtain payment for non-emergency services from inmates or their families prior to providing dental care or performing any dental procedures. Contractor shall be responsible for billing any third-party payers for inmates with private dental insurance coverage. Contractor shall reserve the right to refuse non-emergency services to any inmate at any time. Unless otherwise agreed to in writing, the County shall not be liable for payment of any non-emergency services rendered by Contractor.

b) Emergency Services- Contractor shall provide emergency examination and treatment to County inmates upon the request of Health Services. Contractor shall be responsible for billing any third-party payers for inmates with private dental insurance coverage. Payment for emergency services rendered to uninsured inmates may be billed to the County at the Medicaid rate of $129.41 per visit.

c) Contractor may submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act §§218.70, et seq., Florida Statutes, as amended.

5. Coordination of Care. Contractor agrees to provide oral health care records and any necessary information for continuity of care purposes when referrals are made to outside providers. With client consent, Contractor agrees to provide appropriate records and treatment plans to Health Services staff when patients are released from care or the course of treatment has been completed.

6. Independent Contractor Status. In the performance of this Agreement hereunder, Escambia Community Clinics is an independent contractor. Escambia Community Clinics shall not hold itself out as an employee, agent or servant of the County; and Escambia Community Clinics 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.

7. Facilities and Equipment. It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement

8. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for any services provided through the date of termination.

9. Indemnification. Escambia Community Clinics shall indemnify, defend and hold harmless Escambia County and its officers, directors, employees, successors, and assigns from and against any and all liability, loss, actions, claims, or demands incurred by or asserted against Escambia County as a result of or arising from breach of the terms of this Agreement or related to the services provided by Escambia Community Clinics under this Agreement; provided that such liability, loss, action, claim, or demand is not proven to result from Escambia County's intentional misconduct or negligence.

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: Escambia Community Clinics, Inc.
Attention: Chandra Smiley
14 West Jordan Street
Pensacola, Florida 32501

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. 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.

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

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.

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.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

CONTRACTOR: ESCAMBIA COMMUNITY CLINICS, INC.

By: Chandra Smiley, Executive Director

ATTEST:

By: _____
Corporate Secretary

Date: 11/22/16

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/16/16

QUOTE 1

AGREEMENT FOR ORAL HEALTH CARE SERVICES

THIS AGREEMENT is entered into by and between Escambia Community Clinics, Inc., a not-for-profit corporation authorized to conduct business in the State of Florida, with a principal address of 14 West Jordan Street, Pensacola, FL 32501, and Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, Escambia Community Clinics, Inc. (hereinafter referred to as "Contractor") provides access to primary care, mental health, pediatric, dental care and supportive services for low income, medically needy, and homeless citizens of Escambia County and Santa Rosa Counties; and,

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, the Contractor is qualified to render appropriate oral health care services to Escambia County inmates: and

WHEREAS, the County and Contractor desire to enter into this agreement setting forth the terms whereby Escambia Community Clinics shall provide oral healthcare services for Escambia County inmates.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the parties 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 the date last executed and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

3. Scope of Services. Contractor agrees to provide oral health care services (within the scope of its practice) to County inmates that are referred by the Escambia County Department of Corrections – Health Services Unit (hereinafter referred to as "Health Services"). All personnel rendering services on behalf of Contractor shall be duly qualified to provide such services in the State of Florida. Services shall be limited to relief of acute oral disease via simple extractions, simple restorations where indicated, and preventative dental examinations and cleanings (comprehensive oral exam, full mouth X-rays, cleaning, fluoride treatment). All appointments for non-emergency services must be pre-arranged by the County. All inmates receiving services at Escambia Community Clinics shall be accompanied by a certified correctional officer.

4. Billing and Payment for Services Rendered.

a) Non-Emergency Services- Contractor shall provide non-emergency services based upon the following fee schedule:

- $20 for initial dental exam/x-ray/treatment planning appointment

- $35 for dental hygiene services
- $25 ***per tooth*** for simple dental extraction
- $25 ***per tooth*** for simple composite or amalgam restoration (fillings)

Contractor shall obtain payment for non-emergency services from inmates or their families prior to providing dental care or performing any dental procedures. Contractor shall be responsible for billing any third-party payers for inmates with private dental insurance coverage. Contractor shall reserve the right to refuse non-emergency services to any inmate at any time. Unless otherwise agreed to in writing, the County shall not be liable for payment of any non-emergency services rendered by Contractor.

b) Emergency Services- Contractor shall provide emergency examination and treatment to County inmates upon the request of Health Services. Contractor shall be responsible for billing any third-party payers for inmates with private dental insurance coverage. Payment for emergency services rendered to uninsured inmates may be billed to the County at the Medicaid rate of $129.41 per visit.

c) Contractor may submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act §§218.70, et seq., Florida Statutes, as amended.

5. Coordination of Care. Contractor agrees to provide oral health care records and any necessary information for continuity of care purposes when referrals are made to outside providers. With client consent, Contractor agrees to provide appropriate records and treatment plans to Health Services staff when patients are released from care or the course of treatment has been completed.

6. Independent Contractor Status. In the performance of this Agreement hereunder, Escambia Community Clinics is an independent contractor. Escambia Community Clinics shall not hold itself out as an employee, agent or servant of the County; and Escambia Community Clinics 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.

7. Facilities and Equipment. It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement

8. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for any services provided through the date of termination.

9. Indemnification. Escambia Community Clinics shall indemnify, defend and hold harmless Escambia County and its officers, directors, employees, successors, and assigns from and against any and all liability, loss, actions, claims, or demands incurred by or asserted against Escambia County as a result of or arising from breach of the terms of this Agreement or related to the services provided by Escambia Community Clinics under this Agreement; provided that such liability, loss, action, claim, or demand is not proven to result from Escambia County's intentional misconduct or negligence.

QUOTE 2

EDWIN E. YEE, DMD, PA
6160 NORTH DAVIS HWY SUITE 6
PENSACOLA, FL 32504
(850) 479-3355

FEES
AS OF 10/4/2016

- LIMITED OFFICE VISIT (PROBLEM FOCUS).....$95.00
- COMPREHENSIVE NEW PATIENT EXAM.....$100.00
- PROPHY (CLEANING).....$100.00
- SIMPLE EXTRACTION.....$200.00
- SURGICAL EXTRACTION.....$310.00
- XRAYS (SINGLE) $30.00
- BITEWING XRAYS (HYGIENE).....$70.00
- PANOREX/FULL MOUTH XRAYS.....$130.00

QUOTE 3

Corinne,

Good Morning, Hope your holiday was great !!

This is the information I was able to find out for inmates that would like to be seen by a private Dentist. I found two Dentist both of them are at Fairfield Dental. Security will be glad as for they are very close.

Fairfield Dental
4800 West Fairfield Drive
Pensacola, FL 32506
850/456-9201
Dr. J. Martin DDS & Dr. J Hodge DDS
Office Visit - $67.00
X-Ray - $26.00
Regular Forcep Extraction - $153.00
Surgical Extraction - $250.00
Inmates are to enter and exit through side/back doors only.
They do give discounts of :

1. 5% Discount if paid on the phone in advance with credit card.
2. 10% Discount if paid the day of service with cash.

IF I can be of any service helping with these please let me know.

Thanks,
Carla M. King
850/ 436-9866
cmking@co.Escambia.fl.us
Escambia County Corrections – Health Services Section
2935 N. L St. Pensacola, FL 32501

CONFIDENTIAL HEALTH RECORD/CARE INFORMATION INTENDED FOR ADDRESSEE(S) ONLY.
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EMERALD COAST FAMILY DENTISTRY
Jennifer Boudreaux Georgiades, DMD
910 Garden Gate Circle
Pensacola, FL 32504
(850) 944-9655 Office (850) 941-1655 Fax
www.emeraldcoastfamilydentistry.com

To whom it may concern,

We appreciate the consideration to see inmates from Escambia County correctional facility. However, we at Emerald Coast Family Dentistry must decline the offer at this time. We may reconsider at a later time.

Respectfully,

Dimitri G.
Practice Manager
Emerald Coast Family Dentistry

Jacque V. LeBeau, D.M.D.
Andre M. LeBeau, D.M.D.
1401 North Palafox Street
Pensacola, Florida 32501
E-mail: lebeaufamilydentistry@gmail.com
Fax: (850) 430-4123
(850) 434-1964

To Whom It May Concern:

We appreciate all you do for the protection of the community, but unfortunately we are unable to to assist you with the prisoner's oral care at this time. Thank you for your understanding of our busy schedule.

Sincerely,

Jacque V. LeBeau, D.M.D,

ADKINS & BIGGS
FAMILY DENTISTRY
ALAN E. ADKINS, D.D.S.
KERMIT ADKINS, D.D.S. WALTER F. "BEAU" BIGGS, D.M.D.

September 28, 2016

Escambia County Jail
Pensacola, Florida
Fax: 850-595-2008

Attention: Carla King

Dear Carla:

This is to inform you that the dentist at my practice will not be able to see or provide dental services for Escambia County Jail inmates.

One of our dentist recently retired and we are therefore short staffed. With such a large established practice, we can not take on any additional commitments.

Thank you for asking us, but we must decline.

Sincerely,

Alan E. Adkins, DDS

2227 E. OLIVE ROAD
PENSACOLA, FL 32514

PHONE: (850) 476-4880
FAX: (850) 476-0722
EMAIL: adkinsdds@yahoo.com

LARRY COPENHAVER, D.M.D.
2916 EAST CERVANTES STREET
PENSACOLA, FLORIDA 32503

TELEPHONE (850) 435-3111

September 28, 2016,

Dear Carla King,

Thank you so much for the opportunity to help you with providing dentistry for your clients.

At this time I am unavallable to accept any new patients.

Thank you for your consideration.

Sincerely,

Dr. Larry Copenhaver, D.M.D.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11426 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Fire Department Property, Vehicle, Accident & Health and Statutory Death Insurance
From: Robert Dye, Division Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fire Department Property, Vehicle, Accident & Health, and Statutory Death Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to the County's General Lines Agent, USI Insurance Services, LLC, in the amount of $310,579.85, to provide commercial property insurance through VFIS, a division of Glatfelter Insurance Group for the Fire Department property, vehicles, and equipment for the period of January 1, 2017, through December 31, 2017. The Statutory Death and Accident and Health Policies renew separately with individual premiums under $50,000.

[Funding: Fund 143, Fire MSBU Fund, Cost Center 330206, Object Code 54501]

BACKGROUND:

The Fire Department's commercial property policy provides coverage for their Buildings, Business personal property, vehicles, and equipment on a replacement cost basis with a low deductible unavailable on the County's commercial property policy. The policy is negotiated by the County's General Lines Agent, USI Insurance Services, LLC, and issued through VFIS, a division of Glatfelter Insurance Group. The renewal premium estimate was $305,990 plus Service Charge (1.5% of the premium) for a total renewal premium of $310,579.85.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire MSBU Fund, Cost Center 330206, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation does not require legal sign off.

PERSONNEL:

Risk Management will be the Contractor Administrator. No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars ($50,000.00).

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

Attachments

VFIS Renewal

VFIS®
A Division of Glatfelter Insurance Group®

A Tradition of Service, Founded on Trust.

RECEIVED
NOV 1 8 REC'D
By

November 15, 2016

Escambia County
6575 North W St
Pensacola, FL 32505

Re: Renewal Premiums

To Whom It May Concern:

Florida insurance regulations require that we advise you of your renewal premiums in advance of your renewal date.

Policy Number	Policy Term	Premium
VFIS-TR2062180-08	01/01/2016 - 01/01/2017	$305,990 + SC

These premiums are estimates only and are subject to change as additional information becomes available, including that on your renewal questionnaire.

If you have any questions, please call Joanne Dedrick at 1-800-233-1957, Ext 7933.

Thank you for your business.

Very truly yours,

John A. Kolevi

Authorized Representative

cc: VFIS of Florida
1500 NW 11th St
Boca Raton, FL 33486

cc: Whitman & Whitman Inc
2032-A Creighton RD
Pensacola, FL 32504

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11406 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Purchase of Hyper Converged Solution Server and Storage
From: Shawn Fletcher, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Award and Purchase of three Hyper Converged Solution Server and Storage - Shawn Fletcher, Information Technology Department Director

That the Board approve and authorize the issuance of a Purchase Order for three Hyper Converged Solution Server and Storage units in the amount of $150,000.27, from the Technology Integration Group for installation and set-up.

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 56401]

BACKGROUND:

The invitation to bid, PD 15-16.106 Hyper Converged Solution Server and Storage Purchase was advertised in the Pensacola News Journal on September 26, 2016 for 30 days. Three bids were received on October 26, 2016, for this solicitation. Technology Integration Group was the most responsive and lowest bidder.

This server and storage solution will be used to replace outdated equipment that will be going end of life and support. It will also increase the performance of the virtual server environment.

BUDGETARY IMPACT:

Funds for this purchase order are available in Fund 001, General Fund, Cost Center 270102, Object Code 56401, Information Technology.

{Funding: Fund 001, General Fund, Cost Center 270102, Object Code 56401}

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II Purchases and Contracts of the Escambia County Code of Ordinances and Purchasing Policy PP120 and PP130.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will prepare the necessary requisition to be submitted to the Office of Purchasing for processing.

Attachments

Bid Tab

Determination of Award

Solicitation timeline

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Hyper Converged Solution Server and Storage Purchase BID # PD 15-16.106**					
Bid Opening Time: 10:30 a.m. CDT Bid Opening Date: 10/26/2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Lump Sum Payment
Insight Public Sector	Y	Bond	Y	Y	Y	$90,858.41
Technology Integration Group	Y	Bond	Y	Y	Y	$50,000.09
vTECHio	Y	No	Y	Y	Y	$160,658.55
BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist		DATE: 10/26/2016			
BIDS TABULATED BY:	Lori Kistler, SOSA		DATE: 10/26/2016			
BIDS WITNESSED BY:	Lori Kistler, SOSA		DATE: 10/26/2016			

CAR DATE 11/22/2016

BOCC DATE 11/22/2016

The Purchasing Chief/Designee recommends to the BCC: Award a Purchase Order to Technology Integration Group in the amount of $50,000.09.

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: _____

Posted @ 11:25 a.m. CDT, 11/2/2016

LLB/lk

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: **HYPER CONVERGED SOLUTION SERVER AND STORAGE PURCHASE**

Bid Number: **PD 15-16.106 - " PURCHASE"**

Opening Date/Time: Wednesday, October **26, 2016**

Purchasing Agent: **Lester L. Boyd**

Client Department: **Information Technology** Dept. Director: **Shawn Fletcher – IT Director**

Designee:

Protest Information: **N/A**

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund: **001** Fund Name: **General Fund** **Fund Amount: $135.000**

Cost Center: **270102**

Object Code: **56401**

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ___Yes ___No
Note: Attachments to Requisition shall Reference PD #15-16.106, Hyper Converged Solution Server and Storage Purchase.

Comments Applicable to General Information Section: _____

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: **To award a Contract to:** Technology Integration Group

PD #15-16.106, Hyper Converged Solution Server and Storage Purchase for ($ 50,000.09 :

Unit Price Extensions checked by: **Shawn Fletcher** **Date:** 11/1/16

Contract Manager (Signature) _____ **Date:** 11/1/16

Digitally signed by Shawn Fletcher
DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology, email=spfletch@myescambia.com, c=US
Date: 2016.11.01 17:36:20 -05'00'

Special Note: This Solicitation is for Purchase Only:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes _No Client Department _X_ 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: x _____

Digitally signed by Shawn Fletcher
DN: cn=Shawn Fletcher, o=Escambia County Board of County Commissioners, ou=Information Technology, email=spfletch@myescambia.com, c=US
Date: 2016.11.01 17:36:52 -05'00'

Contract Manager - (Signature)

Purchasing Manager/Designee Approval: **Lester L. Boyd, Purchasing Specialist, (850) 595-4944.**
(Signature

F0125

Lester's New & Revised Solicitation Timeline

*MANDATORY 30-DAY TIMEFRAME ADVERTISED

Project Title and Spec #: PD 15-16.106, "HYPER CONVERGED SOLUTION SERVER AND STORAGE"

- Dept. to deliver complete package: 9/19/2016
- Advertise in the Pensacola News Journal: 9/26/16 Public Notice Web Site: __/__/___
- Mailing / email date to vendors: 9/26/16
- * Pre-Solicitation/Bid Conference: 10/12/16, CDT/CST: 10:30 (AM ✓ /PM___) WEDNESDAY
- Opens/Responses / Bids Due: 10/26/16, CDT/CST: 10:30 (AM ✓ / PM___) WEDNESDAY
- Recommendation to Award Determination Checklist Due: 10/27/16
- Recommendation set-up in Live-Link: Initial Set-up:__ Action Required: __ Completed: __
- First Committee Meeting, (SHORTLISTING): ___/___/____, - N/A ✓
- Ranking Meeting, (DISCUSSIONS W/SHORTLISTED FIRMS): ___/___/____,- N/A ✓
- Negotiations: (NEGOTIATE W/1ST RANKED SELECTED FIRM) ___/___/____,- N/A ✓
- Final Fee Proposal: ___/___/____, - N/A ✓
  - Recommendation Due: JUDY WITTERSTAETER: N/A /__ STEPHANIE: __/__/__ LORI: ___/___/___
  - Board Meeting Date: N/A /___ - "PURCHASE ORDER ONLY NO CONTRACT"
  - Intent to Award Date: 10/28/2016
  - RETURN: Bonds, or Surety Amounts, Cashiers, or Certified Checks to Bidders: ____
  - Signed Contract and Insurance Due: ___/___/ N/A Completed - (11-2-16)
  - Performance&Payment Bonds Due: ___/___/____, N/A ✓ InsuranceDue: ___/___/___
  - Post Solicitation Survey to Dept: OUT: ___/___/____ RETURN: ___/___/____
  - Bulletin Board Updated: ___/___/____
  - REVISED: Board Meeting: ___/___/____ Contract Award Date: ___/___/____

___/___/___: _____ ___/___/___: _____

___/___/___: _____ ___/___/___: _____

COST CENTER	OBJECT CODE	FUND NAME	ACCOUNT CODE	AVAILABLE FUND
270102	56401	GENERAL	#001	$135,000

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11428 **County Administrator's Report 12. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: VE16-17.004 - Waste Services Department Vehicle/Equipment Purchase
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Waste Services Department Equipment Purchase - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase of one 2017 International 60,600# GVRW 6x4 Tandem Axle Tractor, and authorize the issuance of a Purchase Order, in the amount of $148,883, to Ward International Trucks, Inc.

In compliance with the Local Preference Initiative, VE 16-17.004 was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases" for 30 days. Ward International Trucks, Inc., proposed the low cost offer.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

BACKGROUND:

VE 16-17.004 Solid Waste Equipment Purchase, 2017 60,600# GVRW 6x4 Tandem Axle Tractor was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases" for thirty (30) days in compliance with the Local Preference Initiative. Ward International Trucks, Inc. submitted their proposal which was the low cost offer. This vehicle will be used to transport municipal solid waste from the Palafox Transfer Station to the Perdido Landfill.

BUDGETARY IMPACT:

Funding for the purchase of this equipment is available in Fund 401, Solid Waste, Cost Center 230307, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

After Board approval, a Purchase Order will be issued from the Office of Management and Budget.

Attachments

Ward International Submittal

Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Waste Services Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2017 - 0 mileage

Model: 60,600# GVRW 6x4 Tandem Axle Tractor YES

Color: White

Equipment: To be equipped per specifications.

Warranty: 12 months complete truck/ unlimited mileage 60 month/ 400,000 mile engine warranty

Vehicle Specifications and Manufacturer's Options

See specifications page(s)

Delivery required (from order date):

120 days YES

Maximum Budgeted Purchase Amount:

$150,065.00 Total $148,883.00

WARD INTERNATIONAL TRUCK

Kenny Reeves

VE 16-17.004 Waste Services #2 – 6x4 Tandem Axle Tractor

VE 16-17.004 Waste Services #2 – 6x4 Tandem Axle Tractor

Specifications

APPLICATION: Heavy Hauler Tractor
MISSION: Requested GCWR: 120000. Calc. GVWR: 60600
Calc. Start / Grade Ability: 14.22% / 1.20% @ 55 MPH
Calc. Geared Speed: 79.7 MPH
DIMENSION: Wheelbase: 187.00, CA: 118.00, Axle to Frame: 57.00
ENGINE, DIESEL: {Cummins ISX 15 455 V} or equivalent EPA 2010 455 HP @ 1800 RPM, 1650 lb-ft Torque @ 1200 RPM, 2000
RPM Governed Speed, 455 Peak HP (Max)
TRANSMISSION, AUTOMATIC: {Allison 4500_RDS_P} or equivalent 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive;
On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: {Meritor MFS-14-143A} or equivalent Wide Track, I-Beam Type, 14,600-lb Capacity
AXLE, REAR, TANDEM: {Meritor RT-46-160} or equivalent Single Reduction, 46,000-lb Capacity, With Driver Controlled Main Locking
Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.56
CAB: Conventional
TIRE, FRONT: (2) 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
TIRE, REAR: (8) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM: {Hendrickson PRIMAAX EX} or equivalent 55" Axle Spacing; 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers Mounted in Standard Location
YES
PAINT: Cab schematic 100LX Location 1: 9219, Winter White (Std) Chassis schematic N/A
Base Chassis 6x4 with 187.00 Wheelbase, 118.00 CA, and 57.00 Axle to Frame.
FRAME RAILS WITH TAPERED REAR
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
BUMPER, FRONT Full Width, Aerodynamic, Painted Steel
WHEELBASE RANGE 148" (375cm) Through and Including 189" (480cm)
AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type,14,600-lb Capacity
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 16,000-lb Capacity; With Shock Absorbers
BRAKE SYSTEM, AIR Dual System for Tractor Applications Includes
: BRAKE LINES Color and Size Coded Nylon
: DRAIN VALVE Twist-Type
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
: GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from Cab
: HAND CONTROL VALVE, AIR Mounted on Steering Column
: HOSE TENDER Back of Cab Mounted
: PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel
: PARKING BRAKE VALVE Combination Valve for Tractor and Trailer
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for Forward Rear Axle
: SLACK ADJUSTERS, FRONT Automatic
: SLACK ADJUSTERS, REAR Automatic
: SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted
: TRACTOR PROTECTION VALVE
: TRAILER HOSES AND CABLES 15' Coiled Lighting Cable with 7-Way Connector and with 15' Coiled Nylon Brake Hose
BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers

DRAIN VALVE {Berg} or equivalent Manual; With Pull Chain, for Air Tank
SPECIAL RATING, GAWR Provides Rear Tractor Brake Rating Equal to Axle Rating up to 23,000-lbs for Single Axles, 46,000-lbs for Tandem Axles, or 69,000-lb for Tridem
BRAKE CHAMBERS, ADDITIONAL (2) {Bendix} Spring Brake Type; 30/30 Sqln
AIR BRAKE ABS {Bendix AntiLock Brake System} or equivalent Full Vehicle Wheel Control System (6-Channel 6 Sensor/6 Modulator)
AIR DRYER {Bendix AD-9} or equivalent With Heater
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} or equivalent 30/30 Spring Brake
BRAKE CHAMBERS, FRONT AXLE {Bendix} or equivalent 24 Sqln
SLACK ADJUSTERS, FRONT {Haldex} or equivalent Automatic
SLACK ADJUSTERS, REAR {Haldex} or equivalent Automatic
BRAKES, REAR, AIR CAM S-Cam; 16.5" x 8.625" Includes 30/30 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brake
AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
STEERING COLUMN Tilting and Telescoping
STEERING WHEEL 4-Spoke; 18" Dia., Black
STEERING GEAR (2) {Sheppard M100/M80} Dual Power
EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Dual Vertical Tail Pipes & Bright Guards, Cab Mounted
ENGINE COMPRESSION BRAKE {Cummins} or equivalent Interbrake For Cummins Signature/ ISX/X15 Engines; Furnished with Engine
ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes
: FUSES, ELECTRICAL SAE Blade-Type
: HAZARD SWITCH Integral with Turn Signal Switch
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature
: TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered
HORN, AIR (2) Single Bell, Long Chrome
POWER SOURCE Cigar Type Receptacle without Plug and Cord
ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
BATTERY SYSTEM Maintenance-Free, (3) 12-Volt 1950CCA Total
RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers, With CD Player
STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, With LED Bulbs for Stop, Turn & Tail Lights and Truck Lite Super 40 for Backup lights, With Power Module, "International" Termination and Less Junction Box
HORN, ELECTRIC Disc Style
JUMP START STUD Remote Mounted
POWER SOURCE, TERMINAL TYPE 2-Post
BACK-UP ALARM {Preco 1059} or equivalent Electronic; Solid State, Dual Function, 112 dBA
BATTERY BOX Aluminum With Plastic Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Left Side Under Cab
STARTING MOTOR {Mitsubishi Electric Automotive America 105P} or equivalent 12-Volt, with Soft-Start
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators Replaces All Fuses Except For 5-Amp Fuses
HEADLIGHTS Halogen, Composite Combination
FRONT END Tilting Composite
GRILLE , Black Vertical Accent Bars with Black Mesh
PAINT SCHEMATIC, PT-1 Single Color, Design
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
FIFTH WHEEL, AIR SLIDE {Fontaine SL7LWB725024} 24" Slide, Cast Top Plate, 7.25" Above Top of Frame Left Hand Release
MUD FLAP HOLDER Spring Loaded, Painted Black; With 45-Degree End, With Red and White Reflective Tape; Less Flaps
MUD FLAPS, REAR Black Poly; Less Holders
CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant, To -40 Degrees F/ -40 Degrees C, Freeze Protection
ENGINE, DIESEL (Cummins ISX 15 455 V) or equivalent EPA 2010 455 HP @ 1800 RPM, 1650 lb-ft Torque @ 1200 RPM
2000 RPM Governed Speed, 455 Peak HP (Max)
FAN DRIVE (Horton Drivemaster) or equivalent Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
RADIATOR Aluminum, Front to Back, Down Flow System, 1564.8 Sqln, 556.8 Sqln CAC
FEDERAL EMISSIONS (Cummins ISX) or equivalent EPA, OBD and GHG Certified for Calendar Year 2016
AIR CLEANER Single Element
HOSE CLAMPS, RADIATOR HOSES (Gates) Shrink Band Type
FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air IdleRegulations

TRANSMISSION, AUTOMATIC (Allison 4500_RDS_P) or equivalent 5th Generation Controls;
Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level
Sensor, With PTO Provision, Less Retarder
TRANSMISSION SHIFT CONTROL (Allison) or equivalent Push-Button Type; for Allison 3000& 4000 Series Transmission
OIL COOLER, AUTO TRANSMISSION (Modine) or equivalent Remote Mounted; Not for use With Retarder
TRANSMISSION OIL Synthetic; 63 thru 76 Pints
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5thGeneration Controls
Performance Programming
PDL WARNING BUZZER Power Divider Lock
SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
AXLE, REAR, TANDEM (Meritor RT-46-160) Single Reduction, 46,000-lb Capacity,
With Driver Controlled Main Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends ,
Gear Ratio: 4.56
SUSPENSION, REAR, AIR, TANDEM (Hendrickson PRIMAAX EX) 55" Axle
Spacing; 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers Mounted in Standard Location
DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction
Differentials on Tandem Rear Axles, Mounted on Dash
SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam
AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 65 thru 89.99 Pints
FUEL TANK (2) Non-Polished Aluminum, 24" Diam., 80 U.S. Gal., 302L Capacity;
Total Capacity 160 U.S. Gal., 604L; with Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Back of Cab
DEF TANK 9.5 U.S. Gal. 35.9L Capacity, Frame Mounted Outside Left Rail, Back of Cab
FUEL/WATER SEPARATOR (Racor) Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
CAB Conventional
Includes
: CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted
COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
: CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder,
Ash Tray and Lower Storage Area. NOTE Ash Tray not included with automatic transmission
GLASS, ALL WINDOWS Tinted
GRAB HANDLE, CAB INTERIOR (2) One Each Side
GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors
SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides
: STEP (4) Two Steps Per Door
GAUGE CLUSTER English With English Electronic Speedometer
SEAT, DRIVER (National 2000 Model 295) Air Suspension, Intermediate Back, All
Vinyl, 2 Arm Rests, Isolator, 7" Adjuster, 1 Chamber Lumbar, 2 Position Front
Cushion Adjust, 3 Position Rear Cushion, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
SEAT, PASSENGER (National 2000 Model 292) or equivalent Non Suspension, IntermediateBack, All Vinyl,
11 Degree Back Angle Adjustment
MIRRORS (2) Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
CAB INTERIOR TRIM Classic, for HX Day Cab
Includes
. CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with
Velcro Strap for CB Radio Mounting, Two with Netting; Light Switches for Dome
and Courtesy Lights

: FLOOR COVERING Rubber, Black
: SUN VISOR (2) Vinyl with Toll Ticket Strap
HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
WINDOW, REAR 52.25" Wide
WINDOW, POWER (2) in Left and Right Doors
DOOR LOCKS Power
AIR CONDITIONER {International Blend-Air} or equivalent With Integral Heater & Defroster
WINDSHIELD Single Piece
CAB REAR SUSPENSION Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
ACCESS, FRAME Non-Bright, Step Mounted Left Side, With One Deck Plate and Grab Handle

GRAB HANDLE Exterior; Towel Bar Type, With Anti-Slip Rubber Inserts, for use with Frame or Cab & Frame Access, Not With Chassis Skirts
WHEELS, FRONT DISC; 22.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
WHEELS, REAR {Maxion 90541} or equivalent DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint
WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
(8) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
(2) TIRE, FRONT 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
FIFTH WHEEL LOCATION On Rear Axle Centerline
SRV CONTRACT, EXT CMMS ENGINE {Cummins} or equivalent To 60-Month/400,000 Miles (640,000 km), Extended Cummins ISX Engine Coverage, Protection Plan 1, With
LESS than or Equal to 475 Horsepower
WET Line for walking floor trailer

Posting Date	Tuesday, October 25, 2016
Due Date for Offers	Wednesday, November 23, 2016
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE 16-17.004 Waste Services #2 – 6x4 Tandem Axle Tractor

Offers for the sale of vehicles meeting the specifications for VE 16-17.004 Waste Services #2 – 6x4 Tandem Axle Tractor as listed will be accepted until **5:00 pm on Wednesday, November 23, 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 16-17.004 Waste Services #2 – 6x4 Tandem Axle 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.

213 Palafox Place, 2nd Floor, Pensacola, FL 32502, (850)595-4980 www.myescambia.com

INTERNATIONAL'

November 07, 2016

Prepared For:
ESCAMBIA COUNTY FLORIDA
purchasing department
PO Box 1111
Pensacola, FL 32591-1100
(850)436 - 5711
Reference ID: N/A

Presented By:
WARD INTL TRUCKS INC.
Kenny r Necaise
5885 NORTH W STREET
PENSACOLA FL 32505 -
(850)474-9301

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2017 HX620 6x4 (HX62F)

APPLICATION:	Heavy Hauler Tractor
MISSION:	Requested GCWR: 120000. Calc. GVWR: 60600 Calc Start / Grade Ability: 14.22% / 1.20% @ 55 MPH Calc Geared Speed: 79.7 MPH
DIMENSION:	Wheelbase: 187.00, CA: 116.00, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins ISX 15 455 V} EPA 2010 455 HP @ 1800 RPM, 1650 lb-ft Torque @ 1200 RPM, 2000 RPM Governed Speed, 455 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500_RDS_P} 5th Generation Controls, Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,600-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, With Driver Controlled Main Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.56
CAB:	Conventional
TIRE, FRONT:	(2) 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson PRIMAAX EX} 55" Axle Spacing; 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers Mounted in Standard Location
PAINT:	Cab schematic 100LX Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HX62F00	Base Chassis, Model HX620 6x4 with 187.00 Wheelbase, 118.00 CA, and 59.00 Axle to Frame.
1616	FRAME RAILS WITH TAPERED REAR
1CGC	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL
1LRB	BUMPER, FRONT Full Width, Aerodynamic, Painted Steel
1WXK	WHEELBASE RANGE 148" (375cm) Through and Including 189" (480cm)
2ASM	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,600-lb Capacity
3ADE	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 16,000-lb Capacity, With Shock Absorbers
4092	BRAKE SYSTEM, AIR Dual System for Tractor Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : GLAD HANDS (2) One for Service and One for Emergency; Trailer Hoses from Cab : HAND CONTROL VALVE, AIR Mounted on Steering Column : HOSE TENDER Back of Cab Mounted : PARKING BRAKE CONTROL Yellow and Red Knobs, Located on Instrument Panel : PARKING BRAKE VALVE Combination Valve for Tractor and Trailer : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for Forward Rear Axle : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab and Trailer Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted : TRACTOR PROTECTION VALVE : TRAILER HOSES AND CABLES 15' Coiled Lighting Cable with 7-Way Connector and with 15' Coiled Nylon Brake Hose
4196	BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank
4774	SPECIAL RATING, GAWR Provides Rear Tractor Brake Rating Equal to Axle Rating up to 23,000-lbs for Single Axles, 46,000-lbs for Tandem Axles, or 69,000-lb for Tridem
4AAU	BRAKE CHAMBERS, ADDITIONAL (2) {Bendix} Spring Brake Type; 30/30 SqIn
4AZU	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (6-Channel 6 Sensor/6 Modulator)
4EBS	AIR DRYER {Bendix AD-9} With Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4NDH	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 8.625" Includes 30/30 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke, 18" Dia., Black

Code	Description
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7DXM	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Dual Vertical Tail Pipes & Bright Guards, Cab Mounted
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8685	HORN, AIR (2) Single Bell, Long Chrome
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8RME	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers, With CD Player
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, Without Splitter, Separate Lead-Ins, With CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, With LED Bulbs for Stop, Turn & Tail Lights and Truck Lite Super 40 for Backup lights, With Power Module, "International" Termination and Less Junction Box
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WDG	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA
8WJN	BATTERY BOX Aluminum With Plastic Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Left Side Under Cab
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
8XHT	HEADLIGHTS Halogen, Composite Combination
9AAB	LOGOS EXTERIOR Badges
9ASE	FRONT END Tilting Composite
9HCL	GRILLE , Black Vertical Accent Bars with Black Mesh
10060	PAINT SCHEMATIC, PT-1 Single Color Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

Code	Description
10HJB	FIFTH WHEEL, AIR SLIDE {Fontaine SL7LWB725024} 24" Slide, Cast Top Plate, 7.25" Above Top of Frame, Left Hand Release
10WPT	MUD FLAP HOLDER Spring Loaded, Painted Black; With 45-Degree End, With Red and White Reflective Tape; Less Flaps
10WSX	MUD FLAPS, REAR Black Poly, With International Logo; Less Holders
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EDW	ENGINE, DIESEL {Cummins ISX 15 455 V} EPA 2010 455 HP @ 1800 RPM, 1650 lb-ft Torque @ 1200 RPM, 2000 RPM Governed Speed, 455 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
12UCU	RADIATOR Aluminum; Front to Back, Down Flow System, 1564.8 SqIn, 556.8 SqIn CAC
12UNZ	FEDERAL EMISSIONS {Cummins ISX} EPA, OBD and GHG Certified for Calendar Year 2016
12VBC	AIR CLEANER Single Element
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
13AUW	TRANSMISSION, AUTOMATIC {Allison 4500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WCU	OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; Not for use With Retarder
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
14862	PDL WARNING BUZZER Power Divider Lock
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14HRM	AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, With Driver Controlled Main Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.56
14UNX	SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 55" Axle Spacing; 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers Mounted in Standard Location
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
15DXC	FUEL TANK (2) Non-Polished Aluminum, 24" Diam., 80 U.S. Gal., 302L Capacity; Total Capacity 160 U.S. Gal., 604L; with Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Back of Cab
15DYR	DEF TANK 9.5 U.S. Gal. 35.9L Capacity, Frame Mounted Outside Left Rail, Back of Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor

Code	Description
16031	CAB Conventional Includes : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area. NOTE: Ash Tray not included with automatic transmission : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (2) One Each Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
16JPC	SEAT, DRIVER {National 2000 Model 295} Air Suspension, Intermediate Back, All Vinyl, 2 Arm Rests, Isolator, 7" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 3 Position Rear Cushion, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
16RAC	SEAT, PASSENGER {National 2000 Model 292} Non Suspension, Intermediate Back, All Vinyl, 11 Degree Back Angle Adjustment
16SNL	MIRRORS (2) Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16VJZ	CAB INTERIOR TRIM Classic, for HX Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting; Light Switches for Dome and Courtesy Lights : FLOOR COVERING Rubber, Black : SUN VISOR (2) Vinyl with Toll Ticket Strap
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} With Integral Heater & Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
16ZGV	ACCESS, FRAME Non-Bright, Step Mounted Left Side, With One Deck Plate and Grab Handle
16ZGX	GRAB HANDLE Exterior; Towel Bar Type, With Anti-Slip Rubber Inserts, for use with Frame or Cab & Frame Access, Not With Chassis Skirts
27DMC	WHEELS, FRONT DISC; 22.5x8.25 Rims, Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
7372135432	(8) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
7382155415	(2) TIRE, FRONT 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position

Code	Description
810000	FIFTH WHEEL LOCATION On Rear Axle Centerline
	Services Section:
40124	WARRANTY Standard for HX Series, Effective with Vehicles Built December 7, 2015 or Later, CTS-2015A
40SAP	SRV CONTRACT, EXT CMMS ENGINE (Cummins) To 60-Month/400,000 Miles (640,000 km), Extended Cummins ISX Engine Coverage, Protection Plan 1, With LESS than or Equal to 475 Horsepower
1	WET LINE FOR WALKING FLOOR TRAILER

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$238,354.00	
Service Items	$4,200.00	
Total Factory List Price Including Options		$242,554.00
Freight	$2,200.00	
Total Freight:		$2,200.00
Total Factory List Price Including Freight		$244,754.00
Less Customer Allowance:		($95,871.00)
Total Vehicle Price:		$148,883.00
Total Sale Price:		$148,883.00
Total Per Vehicle Sales Price:		$148,883.00
Net Sales Price:		$148,883.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Sales Rep 11-7-16
Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11430 **County Administrator's Report 12. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Gulf Power Contract for Street and General Area Lighting Service for Waste Services Perdido Landfill Parking Area
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Gulf Power Contract for General Area Lighting Service for Waste Services Perdido Landfill Parking Area - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Gulf Power Company Contract for Street and General Area Lighting Service, between Gulf Power Company and Escambia County:

A. Approve Gulf Power Contract No. 16-3190 for Waste Services Perdido Landfill Parking Lot Areas, (Option 3), for $2,685 (Up-front cost), and $34.54 monthly fee (energy and maintenance of lighting); and

B. Authorize the Chairman or Vice Chairman to execute the Contract and all related documents.

[Funding: Fund 401, Solid Waste, Cost Center 230301]

BACKGROUND:

This contract will provide for the installation of Two (2) 30979 LED 274W ATB2 S2 Fixtures and install 282 feet of #4 AL Duplex. Option 3 allows for the customer to pay up-front for wire and fixtures. When new lights are paid up front, Gulf Power requires an agreement stating that if any part of these lights has to be replaced after the useful life period has expired, the customer will be given the option of paying up front again or putting the cost on monthly billing.

BUDGETARY IMPACT:

Option 3 Up-front costs would be $2,685; monthly billing for the energy and maintenance for the lights at a rate of $34.54 per month. Funding for this project is available in Fund 401, Cost Center 230301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the contract and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires all contracts be approved by the Board for signature by the Chair.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gulf Power Lighting Contract

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 16-3190

Customer Name ESCAMBIA CNTY BRD COMM **Date** 11/08/2016

DBA _____ **Telephone No.** (850) 937-2171 **Tax I. D. (if applicable)** _____

Street Address (Subdivision, etc.) of Light(s) 13009 BEULAH RD

Billing Address CLERK OF THE CIRCUIT COURT 221 S PALAFOX PL SUITE 140 PENSACOLA FL 32502

Driving Directions _____

Location of Light(s) IN PARKING LOT NEXT WEST SIDE OF BEULAH RD

Meter No. _____ **Account No.** 14910-13007 **JETS WO No.** 73A32A

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 3 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

GULF POWER COMPANY

Application Taken By DEVON DICKENS

Approved by FOSTER L. WARE III
Authorized Company Representative

Signature _____

Date _____

CUSTOMER
Board of County Commissioners
Escambia County, Florida

Customer Douglas B. Underhill

Title Chairman

Signature _____

Date _____

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: January 1, 2014

Approved as to form and legal sufficiency.
By/Title: ACA
Date: 11/28/16

GULF POWER COMPANY

INVOICE

Date : 22-Nov-2016 09:41 AM

BILLING TYPE: FIXED **BUSINESS CODE :**

APPLICANT : ESCAMBIA COUNTY

DATE :

BILL TO : ESCAMBIA COUNTY

ADDRESS : 13009 BEULAH RD

CITY : CANTONMENT **STATE :** FL **ZIP :**

REF. NUMBER : 1214416

WORK ORDER # : 73A32A

CSS Account #: 07478-27014

JOB DESCRIPTION : CSS#14910-13007; INSTALL 2 - 30979 LED 274W ATB2 TYPE II FIXTURES; STRING 278' OF #4 AL DUPLEX - PUF $2685.00;CONTRACT#16-3190 - PER DENEE; WORK OUT OF PINE FOREST WAREHOUSE

TOTAL PRICE : $2,685.00

PAID IN ADVANCE : N

REMINDER : Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to :

Attn: DICKENS,RAYMOND D

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 16-3190

TOTAL INSTALLED COST OF FIXTURE(S) $2,369.00

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Flat Amount/Mo. (c) = (a) x (b)
30979 LED ATB2	274	2	$9.90	$19.80
				$0.00
				$0.00
				$0.00
				$0.00
		Total Base Monthly Charge ****		$19.80

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By Devon Dickens

Approved By _____
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer Douglas B. Underhill

Title Chairman

Date _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/29/16

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE, OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

Form 21

Contract No. 16-3190

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES $ 316.00

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
N/A	N/A	#4 AL Duplex	368'		

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

GULF POWER COMPANY

Application Taken By Devon Dickens

Approved By _____
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer Douglas B. Underhill

Title Chairman

Date _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: _____

ISSUED BY: Susan Story **EFFECTIVE:** January 31, 2006

ESCAMBIA CNTY BRD COMM
13009 BEULAH RD
CANTONMENT FL 32533
Non-binding Estimate/Billing

estimate

Gulf Power

October 11, 2016

This estimate is to:

Install 2 – 30979 LED 274W ATB2 S2 Fixtures & Install 282 ft of #4 AL Duplex.

Option 1 **The monthly cost to install fixture with no upfront payment. $65.00 per month plus taxes**

Option 2 **Pay upfront for wire:**
This cost would be $313.00 and then the monthly billing for the energy and maintenance for the lights would be $57.00 plus taxes.

Option 3 **Pay upfront for wire & fixtures:**
This cost would be $2685.00 and then the monthly billing for the energy and maintenance for the lights would be $30.00 plus taxes.

Additional Terms:
- A three (3) year contract will be required.
- Please allow 2-4 weeks for any installation requiring material and/or labor

Please call if you have any questions.

Thank you,
Devon Dickens
Gulf Power, Lighting Consultant
Office: 850-429-2807
Mobile: 850-324-1484

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11378 **County Administrator's Report 12. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Waste Services Equipment Purchase – VE 16-17.003 Walking Floor Trailers
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Waste Services Department Equipment Purchase - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase of one Travis "Classic" Walking Floor Trailer from General Truck Equipment & Trailer Sales, Inc., in the amount of $79,651, per the terms and conditions of Spec #60 on Sheriff's Contract #FSA16-VEH14.0.

In compliance with the Local Preference Initiative, this equipment purchase was posted/advertised on the County website for 30 days, VE 16-17.003. No proposals were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

BACKGROUND:

This walking floor trailer will be utilized to transport municipal solid waste from the Palafox Transfer Station (PTS) to the Perdido Landfill (PLF). In compliance with the Local Preference Initiative, this equipment purchase was posted/advertised on the Escambia County website with the "Pending Vehicle and Equipment Purchases", for 30 days. No proposals were received.

BUDGETARY IMPACT:

Funding for the purchase of this equipment is available in Fund 401, Solid Waste, Cost Center 230307, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

After Board approval, a Purchase Order will be issued by the Office of Management and Budget.

Attachments

Waste Trailer Backup

GENERAL TRUCK
EQUIPMENT & TRAILER SALES INC.
5310 BROADWAY AVENUE • POST OFFICE BOX 6954
JACKSONVILLE, FLORIDA 32254 • PHONE 904/389-5541

October 21, 2016

Mr. Dennis Rigby
Escambia County
Pensacola, FL

Dear Sir:

Thank you for the opportunity to quote on a new Travis "Classic" Walking Floor Trailers per Spec #60 on Sheriff's Contract #FSA16-VEH14.0.

Base Unit/West	$67,800.00
GTE 6005- Hydraulic Flip Tarp	$5,500.00
GTE6006 Overlay Last 10'	$1,500.00

We will also require the following non-specified options:

NSO #1 Keith V18 Floor List $5,390.00	$4,851.00
TOTAL	**$79,651.00 Each**

We will provide a mountain side flip tarper system at no additional charge.

Thanks for your consideration.

Sincerely,
GENERAL TRUCK EQUIPMENT & TRAILER SALES, INC.
Joel Overfield

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

48' WASTE TRAILER WITH WALKING FLOOR
SPECIFICATION #60

2017 Mac Trailer TNSP48MF
2017 Travis Classic Walking Floor Trailer

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted.

1. DIMENSIONS:
    a. Length - 48' aluminum
    b. Width - 102"
    c. Side height - 100"
2. FLOOR:
    a. Keith or Hallco running floor
    b. Extreme duty slats with center rib
3. CROSSMEMBERS:
    a. 14" spacing
4. CROSSTUBES:
    a. Center and rear crosstubes
    b. Bolt in style
5. LIGHTS:
    a. LED lights
    b. Mid turn lights
6. TARP:
    a. Manual roll type - side to side
    b. Mesh type tarp
7. TAILGATE:
    a. Side swing - left or right
    b. CAM locking system with safety chain
    c. Extreme duty hinges
8. LANDING GEAR:
    a. Holland Mark V
9. AXLES:

a. TP axles or equivalent
b. Same inner and outer bearings
c. Outboard mount hubs

10. SUSPENSION:

a. Cast hangers
b. Leaf springs

11. TIRES AND WHEELS:

a. Steel Disc 22.5x8.25
b. 11R22.5 radial tires

12. MISCELLANEOUS:

a. Tow hooks on rear
b. Air deflector in front

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

PURCHASE REQUEST FORM

SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT, FL 32533-8801

DATE: 10/24/2016

TIME: _____

PROJECT AND / OR PROPERTY NUMBER: Palafox Transfer Station

SUGGESTED VENDOR: ADDRESS & PHONE NO. General Truck Equipment & Trailer Sales Joel Overfield 904-389-5541

COUNTY PICKUP X VENDOR DELIVERY _____ DATE NEEDED _____

NAME OF EMPLOYEE TO CALL CONCERNING REQUEST Dennis Rigby

PO REQUEST OVER $1,000 X VISA _____ VOUCHER UNDER $2,499 _____

PURCHASE ORDER NO. _____ CALL NUMBER _____

APPROVED BY _____ DATE APPROVED _____

SPECIAL INSTRUCTIONS: Per Spec #60 Florida Sheriff's Contract #FSA16-VEH14.0

QUANTITY	UNIT	ITEM NUMBER AND DETAIL DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Ea	Travis "Classic" Waste Trailer with Walking Floor	67,800.00	$67,800.00
		Tailgate to be hinged curb side		
		GTE 6005 Hydraulic Flip Tarp--Electric over hydraulic,		
		hinged on curb side (Mountain Brand)	5,500.00	$5,500.00
		GTE 6006 Overlay Last 10'	1,500.00	$1,500.00
		NSO #1 Keith V18 Floor	4,851.00	$4,851.00
			TOTAL	$79,651.00

COST CENTER: 230307 OBJECT CODE: 56401

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11359 **County Administrator's Report 12. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Supplemental Budget Amendment #027 - Supervisor of Elections Federal Elections Activity Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #027 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #027, General Fund (001) and Other Grants and Projects Fund (110) in the amount of $57,029, to recognize grant proceeds from the Florida Department of State-Division of Elections, and to appropriate these funds to be used solely for activities related to Federal Elections. A 15% match or $7,439, is required by the State and match funds will come from the Adopted Fiscal Year 2016/17 Supervisor of Elections budget to cover this requirement.

BACKGROUND:

Escambia County has received grant funds from the Help America Vote Act, through the Florida Department of State. These funds will be used solely for activities related to Federal Elections by the Escambia County Supervisor of Elections. The grant funding level is based on active registered voters during the Presidential Preference Primary Election.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $57,029 and decrease Fund 001 by $7,439.

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

Attachments

SBA#027

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 Florida Department of State, Division of Elections has allocated Federal Elections Activity Grant funds to Escambia County, these funds must now 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, 2017:

General Fund	1
Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
T-fers from F-001	110	381001	7,439
Federal Elections Activity Grant	110	331105	49,590
Total			$57,029

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Promotional Activities	110/550125	54801	7,439
Other Contractual Services	001/550101	53401	(7,439)
T-fers to F-110	001/110215	59108	7,439
Promotional Activities	110/550125	54801	29,590
Printing and Binding	110/550125	54701	20,000
Total			$57,029

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Douglas B. Underhill, Chairman

Adopted
Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.11.10 11:54:50 -06'00'

OMB Approved

Supplemental Budget Amendment
#027

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11364 **County Administrator's Report 12. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Supplemental Budget Amendment #028 - Sheriff's Department Justice Assistance Grants (JAG)
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #028 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #028, Other Grants and Projects Fund (110) in the amount of $215,602, to recognize proceeds from three Department of Justice Edward Byrne Memorial Justice Grants, and to appropriate these funds for the Escambia County Sheriff's Department for "street level crime prevention activities".

BACKGROUND:
Escambia County has been awarded a new Justice Assistance Grant (JAG) and the balance of two previously awarded JAG Grants. These funds will be used for salaries for officers to do additional bike patrols in areas or communities with increased calls for service from the Sheriff's Department.

BUDGETARY IMPACT:
This amendment will increase Fund 110 in the amount of $215,602.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
Existing staff will be used in the bike patrols, this will be overtime funding provided by the grant.

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#028

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 County Budget.

WHEREAS, Escambia County Sheriff's Office was awarded Edward Byrne Memorial Justice Assistance Grant funds for reducing firearm and related street crime, 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, 2017:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
JAG #2014-DJ-BX-0596	110	331281	6,390
JAG #2015-DJ-BX-0575	110	331282	67,262
JAG #2016-DJ-BX-1080	110	331284 (New)	141,950
Total			**215,602**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Governmental Agencies	110/540196	58101	6,390
Aids to Governmental Agencies	110/540197	58101	67,262
Aids to Governmental Agencies	110/540198 (New)	58101	141,950
Total			**215,602**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Douglas B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.11.10 14:33:22 -06'00'

OMB Approved

Supplemental Budget Amendment
 # 028

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11379 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Supplemental Budget Amendment #029 - 2009 HUD HOME Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #029 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #029, HUD Home Fund (147), in the amount of $6,398, to recognize the remaining of balance of funds for the 2009 HOME Grant, and to appropriate these funds into the current year's budget.

BACKGROUND:
Escambia County receives a Federal Award of HUD HOME funds on an annual basis from the U. S. Department of Housing & Urban Development. HOME grant awards received by the County are usually not fully expended within one fiscal year. As a result, the remaining balance needs to be carried over into the next fiscal year. Therefore, the Fiscal Year 2017 budget for the 2009 HOME grant has to be recognized to reflect the actual remaining balance.

BUDGETARY IMPACT:
This amendment will increase Fund 147 by $6,398.

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

Attachments

SBA# 029

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 was awarded the 2009 HUD HOME Grant in a prior year. The remaining funds were not budgeted in FY 2017, and the funds must now 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, 2017

HUD - HOME Grant	147
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
2009 HUD HOME Grant	147	331560	6,398
Total			$6,398

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Grants & Aids	147 / 370261	58301	6,398
Total			$6,398

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Douglas B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.11.22 08:37:34 -06'00'

OMB Approved

Supplemental Budget Amendment
#029

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11423 **County Administrator's Report 12. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Supplemental Budget Amendment #031 - Hazard Mitigation Grant for Delano Street Drainage
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #031 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #031, Local Option Sales Tax Fund III (352), in the amount of $2,282,115, to recognize Federal Grant proceeds from a State of Florida Division of Emergency Management Hazard Mitigation Grant Program (HMGP) Grant, and to appropriate these funds for the Delano Street Area Drainage Project.

BACKGROUND:

On November 17, 2016, the Board approved the Federally Funded Sub-grant Agreement, Project Number 4177-18-R, Agreement Number 17HM-H4-01-27-01-XXX, between the State of Florida, Division of Emergency Management and Escambia County for the Delano Street Area Drainage Project. The agreement provides for 100% federal funding with Local Global Match approval, awarded at $2,282,115, for Phase 1 design.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $2,282,115. With Local Global Match approval, federal funding is available for 100% reimbursement.

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

Attachments

SBA#031

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 was awarded a Federal Hazard Mitigation Program Grant by the State of Florida, Division of Emergency Management, for the Delano Street Drainage Area project, 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, 2017:

Local Option Sales Tax III	352
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
HMGP Delano Street Drainage	352	331323 (new)	$2,282,115
Total			**$2,282,115**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements Other than Buildings/ Delano Street Drainage HMGP	352/210120 (new)	56301/17EN3743(new)	$2,282,115
Total			**$2,282,115**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Douglas B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.11.23 09:35:54 -06'00'

OMB Approved

Supplemental Budget Amendment
#031

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11377 **County Administrator's Report 12. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: City of Pensacola Second Draw for VT Mobile Aerospace Interlocal Agreement
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the City of Pensacola's Request for Second Draw of Interlocal Agreement Concerning VT Mobile Aerospace Engineering - Amy Lovoy, Assistant County Administrator

That the Board approve the second draw request from the City of Pensacola, in the amount of $2,000,000, per the Interlocal Agreement between Escambia County and the City of Pensacola for the VT Mobile Aerospace Engineering Project. The Board approved the Interlocal Agreement on March 6, 2014, with a commitment of $8,000,000, from Escambia County towards the project.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267 - $2,000,000]

BACKGROUND:

The Board approved an Interlocal Agreement with the City of Pensacola on March 6, 2014 for the project at the Pensacola International Airport, formerly known as "Project Stallion". The City of Pensacola received the first $2,000,000 draw in September 2014, with the execution of the real property lease with VT Mobile Aerospace Engineering, as per the terms of the Interlocal Agreement. The second draw request is based on documented project costs, also as per the terms of the agreement. A copy of the executed agreement and the City's invoice with project transaction analysis spreadsheet are attached to the recommendation.

BUDGETARY IMPACT:

Funding is available in Local Option Sales Tax III Fund 352, Cost Center 110267.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Interlocal Agreement with City of Pensacola for VT Aerospace
City of Pensacola Invoice with Project Costs Spreadsheet

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. ST Aerospace

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried 4-1, with Commissioner Barry voting "no," adopting, as is, the *Interlocal Agreement (between the Escambia County Board of County Commissioners and the City of Pensacola relating to the Funding of ST [Singapore Technologies] Aerospace of Mobile, Inc. at the Pensacola International Airport and the Development and Improvement of the Local Economy)* from the City of Pensacola for Project Stallion.

Speaker(s):

Andrew Blewer
Jeremy Lau
Dick Baker
Honorable Ashton Hayward

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving For Action Items 1 through 3 and For Information Item 1, as follows:

I. FOR ACTION

1. Authorizing the scheduling of a Public Hearing on March 18, 2014, at 2:01 p.m., to consider adoption of an Ordinance extending the temporary moratorium enacted by Ordinance Number 2013-30 for an additional six months.

2. Approving, and authorizing the Chairman to execute, the *Addendum to the Memorandum of Understanding between Escambia County Board of County Commissioners and Sheriff of Escambia County* that will allow the Escambia County Jail to accept bail bond agent registrations on behalf of the Sheriff.

ESCAMBIA COUNTY
CLERK'S ORIGINAL
3/6/2014 CAR III-2

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FUNDING OF ST AEROSPACE OF MOBILE, INC. AT THE PENSACOLA INTERNATIONAL AIRPORT AND THE DEVELOPMENT AND IMPROVEMENT OF THE LOCAL ECONOMY

Verified By: DH
Date: 3/6/2014

THIS INTERLOCAL AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 (each being at times referred to as a "Party" or Parties).

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by §§163.01, Florida Statutes et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City recognize the leadership roles they play in assisting and guiding the development of the local economy and improving its economic base; and

WHEREAS, as a result, the County and the City now jointly find it advantageous and appropriate to contribute their fiscal resources to the Project; and

WHEREAS, the City anticipates entering into a Real Property Lease with ST Aerospace of Mobile, Inc. ("Company") for the location of a new Company Aircraft MRO business operation creating and maintaining 300 new full-time jobs or equivalents at the Pensacola International Airport ("Airport"); and

Whereas, the Company's Aircraft MRO business requires the construction of a hangar, shops, storage, offices, aircraft servicing facilities, site ingress and egress, aircraft ramps, movement areas, and automobile parking (collectively referred to herein as the "Project") at the Airport with an estimated Project Cost of $37,344,300.00; and

WHEREAS, the City and County desire to cooperate in providing economic incentives to the Company to locate its Aircraft MRO business at the Airport as agreed to in this Interlocal Agreement; and

WHEREAS, the County will provide initial funding in the amount of $8,000,000.00 for the Project, of which a portion, in the amount of $3,200,000.00 will be repaid to the County by the City as provided herein; and

WHEREAS, the City and the County have determined that the expenditure of funds for the Project is for a paramount public purpose and that the economic benefits to be realized from the project far outweigh the costs of the Project being paid by the City and the County;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein, the parties do hereby agree as follows:

1. The total estimated Project Cost is $37,344,300.00. In the recently executed Memorandum of Understanding, between the Company and the City, the Company has agreed to fund $7,244,300.00 of the Project Cost. The $30,100,000.00 balance of the Project Cost will be funded from the following sources:

   a. Eleven Million, Six Hundred Thousand Dollars ($11,600,000.00) grant from the Florida Department of Transportation;

   b. Up to Seven Million Dollars ($7,000,000.00) grant from the Industry Recruitment, Retention, and Expansion Fund (IRREF) obtained by the Company;

   c. Three Million, Five Hundred Thousand Dollars ($3,500,000.00) grant from the Airport's FY 2014 federal Airport Improvement Program entitlement funds;

   d. Eight Million Dollars ($8,000,000.00) of Local Funds from the County.

2. The County shall provide the City with the entire amount of Local Funds ($8,000,000.00) to pay a portion of the Project Cost. The City's share of Local Funds to be reimbursed to the County is $3,200,000.00. The City shall repay $3,200,000.00 of the Local Funds advance by the County no later than December 31, 2019. The County share of the Local Funds granted for the payment of a portion of the Project Cost is the first $4,800,000.00 paid to the City.

3. The City shall drawdown the County funded $8,000,000.00 in draws of $2,000,000.00. The first draw will be made upon execution of the Real Property Lease

by the Company and the City. The Real Property Lease requires Local Funds for financing and constructing the Project at the Airport for the use and occupancy of the Company in the conduct of its aircraft MRO Business. The City will apply for a funds draw and the County will transfer the draw to the City in five (5) calendar days from the date of the City's request. For each draw, the City will provide the County with reasonable documentation that the last $2,000,000.00 draw has been exhausted paying Project Cost. If the Project is cancelled at any point, the City's share of Local Funds actually advanced (up to $3,200,000.00) by the County will be repaid no later than December 31, 2019 by the City.

4. The City's obligation to pay to the County the Local Funds in the amount of $3,200,000.00 is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's share of Local Funds shall be deposited in equal monthly installments to a special account hereby established by the City for payment to the County beginning December 31, 2018. Nothing herein shall prohibit the City from using any other legally available funds to make such deposits.

5. The County and the City are participating in the Project to further their collective local economic development purposes. The Company will be required to maintain an employment level of 300 full-time jobs or equivalents during the term of its Lease. After thirty six (36) months from the date of beneficial occupancy as defined in the Real Property Lease and continuing for seven (7) years thereafter, the City shall be required to pay the County Two Thousand, Two Hundred Eighty-Six Dollars ($2,286.00) per job for the difference between the actual average number of employees and 300 full-time jobs or equivalents that the Company employs during each Lease Year (12-month period). Any reimbursement made to the County by the City under this section will not exceed the $4,800,000.00 County contribution of Local Funds.

6. Should the Company cease operations at the Airport within ten (10) years from the date of beneficial occupancy as defined in the Real Property Lease and the City is not successful in recruiting a replacement tenant that will utilize the facilities in a manner consistent with the local economic development purposes and intent contemplated in this Interlocal Agreement within three (3) years from the cessation of the Company's operations at the Airport, the City will reimburse the County its $4,800,000.00 contribution of Local Funds over the succeeding seven (7) year period less any reimbursement previously paid by the City under Section 5 of this Interlocal Agreement.

7. The City's obligation to pay to the County the Local Funds in the amount of $4,800,000.00 described in Sections 5 and 6 is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's obligation to

pay the County such amount shall be deposited in equal monthly installments over seven (7) years to a special account hereby established by the City for payment to the County, beginning on the date described in Section 6 of this Interlocal Agreement. Moneys in the special account shall be disbursed semi-annually to the County until the $4,800,000 is paid in full. Nothing herein shall prohibit the City from using any other legally available funds to make such deposits.

8. To assure that constituents will have a competitive chance for employment opportunities created by this initiative, the City is assisting the Company in pursuing Workforce Development assistance. The George Stone Technical Center has made a commitment to offer an Aviation Maintenance Technology Program no later than the fall semester of 2015. Also, the City will use reasonable efforts to secure $100,000.00 for customized industry training through Workforce Escarosa, Inc. for the Company, as well as, to secure for the Company $450,000.00 for customized industry training through the Quick Response Training Program operated by Workforce Florida, Inc.

9. The following are General Provisions of this Interlocal Agreement:

Liability. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Interlocal Agreement.

Records. The parties acknowledge that this Interlocal Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Interlocal Agreement.

Assignment. The Interlocal Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Headings. Headings and subtitles used throughout this Interlocal 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.

Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Interlocal Agreement, shall survive the termination of this Interlocal Agreement.

Interpretation. Interpretation of the terms of this Interlocal shall be subject to the following:

(a) For the purpose of this Interlocal 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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) 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. This Interlocal 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 provision hereof.

Severability. The invalidity or non-enforceability of any portion or provision of this Interlocal 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 Interlocal Agreement and the balance hereof shall be construed and enforced as if this Interlocal Agreement did not contain such invalid or unenforceable portion or provision.

Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Interlocal Agreement.

Notices. All notices required to be given under this Interlocal Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator or City Administrator, to the respective parties as follows:

County
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

City
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

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 Interlocal Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Governing Law. The Interlocal 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 Interlocal Agreement 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.

No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Interlocal 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.

Effective Date. This Interlocal Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Interlocal Agreement from the City of Pensacola.

* * * * *

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 6th day of March, 2014, and the City of

Pensacola, by and through its Mayor, duly authorized to execute same on the 27th day of February, 2014.

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By: _____
~~Lumon May, Chairman~~ **Lumon J. May, Chairman**

Date: March 6, 2014

BCC APPROVED: 03-06-2014

Approved as to form and legal sufficiency:

By: _____

Date: 3/10/14

ATTEST: Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL.

By: _____
Deputy Clerk

CITY:

The City of Pensacola, a Florida Municipal Corporation

By: _____
Ashton J. Hayward, III, Mayor

ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: _____
City Clerk

Legal in form and valid as drawn:

By: _____
City Attorney

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BCC Regular Meeting
Meeting Date: 03/06/2014
Issue: Project Stallion Interlocal Agreement with the City of Pensacola
From: Larry M. Newsom, Interim County Administrator
Organization: County Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Project Stallion Interlocal Agreement with the City of Pensacola – Larry M. Newsom, Interim County Administrator

That the Board consider the Interlocal Agreement from the City of Pensacola for Project Stallion.

BACKGROUND:

At the February 13th Committee of the Whole the Board directed staff to engage with City officials to determine if any funding from the City's Economic Development could be committed for the local funding gap related to Project Stallion. County and City officials met, and the City stated that this funding was not available. On February 27th the City Council met and approved the attached Interlocal Agreement.

This Agreement provides the following:

- The County will provide $8,000,000 to fully fund the local share of this project. These funds will be made available in four construction draws with the first $2,000,000 draw upon execution of the lease between ST Aerospace and the City.
- A total of $3,200,000 will be repaid to the County by the City no later than December 31, 2019 and will be secured with a pledge from the City's Communications Services Tax (CST).
- 36 months after the date of beneficial occupancy and continuing for 7 years, the City shall be required to pay the County a total of $2,286 per job each year for every job below 300 full-time jobs or their equivalent that ST Aerospace does not employ during a given year.
- If the company ceases operations at the Pensacola International Airport within 10 years from the date of beneficial occupancy and the City cannot recruit a replacement tenant with a similar number and type of jobs, the City will reimburse the County the total $4,800,000. This pledged repayment will also be secured by a lien on the City's CST.
- The City will use reasonable efforts to secure a total of $550,000 in various grants for workforce development.

BUDGETARY IMPACT:

The County will utilize $8,000,000 from its Local Option Sales Tax (LOST) reserve to fund this project. This will leave approximately $845,000 in the County's LOST reserves.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

City of Pensacola
Treasury Division
P.O. Box 12910
Pensacola, FL 32521-0045

INVOICE 0132392

DATE	**09/01/2016**
ACCOUNT	**004599**
AMT DUE	**2,000,000.00**
DUE DATE	**9/30/2016**

ESCAMBIA COUNTY MISC
ATTN: AMY LAVOY
221 PALAFOX PLACE, SUITE 440
PENSACOLA, FL 32502

AMOUNT PAID _____

MAKE CHECKS PAYABLE TO THE CITY OF PENSACOLA
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

CITY OF PENSACOLA

DESCRIPTION	AMOUNT
Grant 2nd draw for VT Mobile Aerospace Engineering, Inc. per Section 3 of the Interlocal agreement between the City of Pensacola and Escambia County dated March 6, 2014. The Real Property Lease between the VT Mobile Aerospace Engineering, Inc. and the City of Pensacola was executed on September 9, 2014.	2,000,000.00
Total Amount Due:	2,000,000.00

ACCOUNT NO. 004599 2,000,000.00

Please Remit to: **City of Pensacola**
Treasury Division
P.O. Box 12910
Pensacola, FL 32521-0045

CITY OF PENSACOLA, FLORIDA
PROJECT TRANSACTION ANALYSIS
thru 6/30/2016

1/23/2014	GJ	0072238-1	1,178,300	26973	ATKINS NORTH AMERICA INC	1,049.75	WORK ORDER NO. 6 "FY13 AIRPORT
1/23/2014	GJ	0072238-1	1,178,300	26973	ATKINS NORTH AMERICA INC	1,049.75	WORK ORDER NO. 6 "FY13 AIRPORT
3/3/2014	GJ	0072238-2	1,179,781	26973	ATKINS NORTH AMERICA INC	3,623.36	WORK ORDER NO. 6 "FY13 AIRPORT
3/3/2014	GJ	0072238-2	1,179,781	26973	ATKINS NORTH AMERICA INC	3,623.37	WORK ORDER NO. 6 "FY13 AIRPORT
4/3/2014	GJ	0072238-3	1,181,320	26973	ATKINS NORTH AMERICA INC	1,974.24	WORK ORDER NO. 6 "FY13 AIRPORT
4/3/2014	GJ	0072238-3	1,181,320	26973	ATKINS NORTH AMERICA INC	1,974.23	WORK ORDER NO. 6 "FY13 AIRPORT
4/3/2014	IN	0072360-1	1,181,320	26973	ATKINS NORTH AMERICA INC	56,537.20	WORK ORDER NO. 07 FOR ST AEROS
4/24/2014	IN	0072360-2	1,182,833	26973	ATKINS NORTH AMERICA INC	142.00	WORK ORDER NO. 07 FOR ST AEROS
5/27/2014	GJ	0072238-4	1,184,412	26973	ATKINS NORTH AMERICA INC	273.56	WORK ORDER NO. 6 "FY13 AIRPORT
5/27/2014	GJ	0072238-4	1,184,412	26973	ATKINS NORTH AMERICA INC	273.56	WORK ORDER NO. 6 "FY13 AIRPORT
5/27/2014	IN	0072360-3	1,184,412	26973	ATKINS NORTH AMERICA INC	16,843.08	WORK ORDER NO. 07 FOR ST AEROS
12/4/2014	IN	0072238-5	1,194,520	26973	ATKINS NORTH AMERICA INC	189.98	WORK ORDER NO. 6 "FY13 AIRPORT
12/4/2014	IN	71510	1,194,025	2112	BEGGS & LANE	250.75	FEES: Professional services:
12/4/2014	IN	71510	1,194,025	2112	BEGGS & LANE	138.55	EXPENSES: Professional servic
12/4/2014	IN	0054	1,194,321	60347	PENZONE, DAVID C DBA	990.00	PROF SVCS RE: ST AEROSPACE LEA
12/4/2014	IN	71510	1,194,025	2112	BEGGS & LANE	250.75	FEES: Professional services:
12/4/2014	IN	71510	1,194,025	2112	BEGGS & LANE	138.54	EXPENSES: Professional servic
12/4/2014	IN	0054	1,194,321	60347	PENZONE, DAVID C DBA	990.00	PROF SVCS RE: ST AEROSPACE LEA
12/4/2014	IN	0072238-5	1,194,520	26973	ATKINS NORTH AMERICA INC	189.98	WORK ORDER NO. 6 "FY13 AIRPORT
12/12/2014	GJ	PC 245	WIRE		FAA	46,250.00	PC 245_FAA PREFUND AGREEMENT
12/12/2014	GJ	PC 245	WIRE		FAA	46,250.00	PC 245_FAA PREFUND AGREEMENT
1/5/2015	IN	71989	1,195,607	2112	BEGGS & LANE	2,684.50	FEES: Professional services:
1/5/2015	IN	71989	1,195,607	2112	BEGGS & LANE	2,684.50	FEES: Professional services:
1/14/2015	IN	0055	1,197,384	60347	PENZONE, DAVID C DBA	825.00	PROF SVCS RE: ST AEROSPACE LEA
1/14/2015	IN	0055	1,197,384	60347	PENZONE, DAVID C DBA	825.00	PROF SVCS RE: ST AEROSPACE LEA
2/2/2015	IN	72565	1,197,092	2112	BEGGS & LANE	1,622.50	Fees: Professional services:
2/2/2015	IN	72565	1,197,092	2112	BEGGS & LANE	1,622.50	Fees: Professional services:
2/11/2015	IN	0058	1,198,934	60347	PENZONE, DAVID C DBA	1,338.75	PROF SVCS RE: ST AEROSPACE LEA
2/11/2015	IN	0058	1,198,934	60347	PENZONE, DAVID C DBA	1,338.75	PROF SVCS RE: ST AEROSPACE LEA
2/18/2015	IN	72906	1,198,657	2112	BEGGS & LANE	1,799.50	FEES: Professional services -
2/18/2015	IN	72906	1,198,657	2112	BEGGS & LANE	1,799.50	FEES: Professional services -
2/27/2015	GJ	0073387-1	1,119,883	23473	MICHAEL G MORONEY & ASSOCIATES	3,300.00	FY 2015 GENERAL ADVISORY
2/27/2015	GJ	0073387-1	1,119,883	23473	MICHAEL G MORONEY & ASSOCIATES	3,300.00	FY 2015 GENERAL ADVISORY
2/27/2015	GJ	0073387-2	1,119,883	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2015 GENERAL ADVISORY
2/27/2015	GJ	0073387-2	1,119,883	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2015 GENERAL ADVISORY
3/4/2015	IN	0073294-1	1,198,643	26973	ATKINS NORTH AMERICA INC	3,231.00	WO NO. 8 - ENGINEERING SERVICE
3/4/2015	IN	0073294-1	1,198,643	26973	ATKINS NORTH AMERICA INC	3,231.00	WO NO. 8 - ENGINEERING SERVICE
3/25/2015	IN	0060	1,200,478	60347	PENZONE, DAVID C DBA	376.25	PROF SVCS RE: ST AEROSPACE LEA

3/25/2015	IN	0060	1,200,478	60347	PENZONE, DAVID C DBA	376.25	PROF SVCS RE: ST AEROSPACE LEA
3/26/2015	IN	3405-4	1,200,570	37833	THE PENSACOLA VOICE INC	25.99	RFQ #15-010-architectural & en
3/26/2015	IN	0004808498-5	1,200,472	225	PENSACOLA NEWS JOURNAL	38.88	RFQ #15-010-architectural & en
3/26/2015	IN	686329	1,200,150	1616	AMERICAN ASSOC OF AIRPORT	50.00	Adv- RFQ No 15-010: Provide
3/26/2015	IN	0004780938-05	1,200,472	225	PENSACOLA NEWS JOURNAL	43.44	RFQ #15-009-Professional
3/26/2015	IN	3405-4	1,200,570	37833	THE PENSACOLA VOICE INC	25.99	RFQ #15-010-architectural & en
3/26/2015	IN	0004808498-5	1,200,472	225	PENSACOLA NEWS JOURNAL	38.88	RFQ #15-010-architectural & en
3/26/2015	IN	686329	1,200,150	1616	AMERICAN ASSOC OF AIRPORT	50.00	Adv- RFQ No 15-010: Provide
3/26/2015	IN	0004780938-05	1,200,472	225	PENSACOLA NEWS JOURNAL	43.44	RFQ #15-009-Professional
3/26/2015	IN	0073294-2	1,200,164	26973	ATKINS NORTH AMERICA INC	2,406.00	WO NO. 8 - ENGINEERING SERVICE
3/26/2015	IN	0073294-2	1,200,164	26973	ATKINS NORTH AMERICA INC	2,406.00	WO NO. 8 - ENGINEERING SERVICE
3/30/2015	IN	73415	1,200,176	2112	BEGGS & LANE	280.25	FEES: Profesional services -
3/30/2015	IN	73415	1,200,176	2112	BEGGS & LANE	280.25	FEES: Profesional services -
4/1/2015	GJ	0073387-3	1,200,708	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
4/1/2015	GJ	0073387-3	1,200,708	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
4/27/2015	IN	73784	1,201,755	2112	BEGGS & LANE	2,516.00	FEES: Professional services:
4/27/2015	IN	0062	1,202,061	60347	PENZONE, DAVID C DBA	568.75	PROF SVCS RE: ST AEROSPACE LEA
4/27/2015	IN	678981	1,201,574	1616	AMERICAN ASSOC OF AIRPORT	50.00	AAAE Ad: CM At Risk
4/27/2015	IN	73784	1,201,755	2112	BEGGS & LANE	2,516.00	FEES: Professional services:
4/27/2015	IN	0062	1,202,061	60347	PENZONE, DAVID C DBA	568.75	PROF SVCS RE: ST AEROSPACE LEA
4/27/2015	IN	678981	1,201,574	1616	AMERICAN ASSOC OF AIRPORT	50.00	AAAE Ad: CM At Risk
5/5/2015	IN	0073294-3	1,201,740	26973	ATKINS NORTH AMERICA INC	19,183.83	WO NO. 8 - ENGINEERING SERVICE
5/5/2015	IN	0073294-3	1,201,740	26973	ATKINS NORTH AMERICA INC	19,183.82	WO NO. 8 - ENGINEERING SERVICE
5/26/2015	IN	74376	1,203,381	2112	BEGGS & LANE	1,416.00	FEES "COMMERCIAL LEASE AT AIRP
5/26/2015	IN	74376	1,203,381	2112	BEGGS & LANE	51.00	EXPENSES
5/26/2015	IN	74376	1,203,381	2112	BEGGS & LANE	1,416.00	FEES "COMMERCIAL LEASE AT AIRP
5/26/2015	IN	74376	1,203,381	2112	BEGGS & LANE	51.00	EXPENSES
6/2/2015	IN	0063	1,203,680	60347	PENZONE, DAVID C DBA	525.00	PROF SVCS RE: ST AEROSPACE LEA
6/2/2015	IN	0063	1,203,680	60347	PENZONE, DAVID C DBA	525.00	PROF SVCS RE: ST AEROSPACE LEA
6/2/2015	IN	0073294-4	1,203,365	26973	ATKINS NORTH AMERICA INC	11,175.52	WO NO. 8 - ENGINEERING SERVICE
6/2/2015	IN	0073294-4	1,203,365	26973	ATKINS NORTH AMERICA INC	11,175.53	WO NO. 8 - ENGINEERING SERVICE
6/23/2015	IN	0066	1,205,393	60347	PENZONE, DAVID C DBA	752.50	FEES - VT MAE
6/23/2015	IN	106740	1,205,305	23617	LEWIS LONGMAN & WALKER P A	1,815.25	FEES - VT MAE
6/23/2015	IN	0066	1,205,393	60347	PENZONE, DAVID C DBA	752.50	FEES - VT MAE
6/23/2015	IN	106740	1,205,305	23617	LEWIS LONGMAN & WALKER P A	1,815.25	FEES - VT MAE
6/30/2015	IN	74865	1,205,053	2112	BEGGS & LANE	3,879.25	FEES - VTMAE
6/30/2015	IN	74865	1,205,053	2112	BEGGS & LANE	29.50	EXP - VTMAE
6/30/2015	IN	74865	1,205,053	2112	BEGGS & LANE	3,879.25	FEES - VTMAE
6/30/2015	IN	74865	1,205,053	2112	BEGGS & LANE	29.50	EXP - VTMAE
7/1/2015	IN	0073294-5	1,205,039	26973	ATKINS NORTH AMERICA INC	9,833.12	WO NO. 8 - ENGINEERING SERVICE
7/1/2015	IN	0073294-5	1,205,039	26973	ATKINS NORTH AMERICA INC	9,833.12	WO NO. 8 - ENGINEERING SERVICE
7/6/2015	GJ	0073387-4	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,640.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-4	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,640.00	FY 2015 GENERAL ADVISORY

7/6/2015	GJ	0073387-5	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,640.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-5	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,640.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-6	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-6	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-7	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,310.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-7	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,310.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-8	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	1,320.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-8	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	1,320.00	FY 2015 GENERAL ADVISORY
7/20/2015	GJ	0073387-9	1,206,913	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
7/20/2015	GJ	0073387-9	1,206,913	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
7/27/2015	IN	0073294-6	1,206,631	26973	ATKINS NORTH AMERICA INC	5,636.75	WO NO. 8 - ENGINEERING SERVICE
7/27/2015	IN	0073294-6	1,206,631	26973	ATKINS NORTH AMERICA INC	5,636.75	WO NO. 8 - ENGINEERING SERVICE
8/4/2015	IN	75195	1,206,644	2112	BEGGS & LANE	8,328.00	FEES - VTMAE (ST AERO LEASE)
8/4/2015	IN	75195	1,206,644	2112	BEGGS & LANE	8,328.00	FEES - VTMAE (ST AERO LEASE)
8/12/2015	IN	08/19/15	1,207,141	5815	FLYNN, DANIEL E	44.85	TRAVEL EXPENSES - VT MEETINGS
8/12/2015	IN	9127151	1,207,156	817	ELITE TRAVEL AGENCY INC	239.10	TRAVEL FOR DAN FLYNN
8/12/2015	IN	08/19/15	1,207,141	5815	FLYNN, DANIEL E	116.98	TRAVEL EXPENSES - VT MEETINGS
8/12/2015	IN	08/19/15	1,207,141	5815	FLYNN, DANIEL E	44.85	TRAVEL EXPENSES - VT MEETINGS
8/12/2015	IN	9127151	1,207,156	817	ELITE TRAVEL AGENCY INC	239.10	TRAVEL FOR DAN FLYNN
8/12/2015	IN	08/19/15	1,207,141	5815	FLYNN, DANIEL E	116.98	TRAVEL EXPENSES - VT MEETINGS
8/31/2015	IN	75468	1,208,268	2112	BEGGS & LANE	3,525.20	FEES: Professional services -
8/31/2015	IN	75468	1,208,268	2112	BEGGS & LANE	32.25	EXPENSES
8/31/2015	IN	75468	1,208,268	2112	BEGGS & LANE	3,525.30	FEES: Professional services -
8/31/2015	IN	75468	1,208,268	2112	BEGGS & LANE	32.25	EXPENSES
9/1/2015	IN	0073294-7	1,208,247	26973	ATKINS NORTH AMERICA INC	7,085.25	WO NO. 8 - ENGINEERING SERVICE
9/1/2015	IN	0073294-7	1,208,247	26973	ATKINS NORTH AMERICA INC	7,085.24	WO NO. 8 - ENGINEERING SERVICE
9/1/2015	IN	0073816-1	1,208,247	26973	ATKINS NORTH AMERICA INC	35,985.42	WO NO 9 FOR NEW MRO HANGAR FIE
9/1/2015	IN	0073816-1	1,208,247	26973	ATKINS NORTH AMERICA INC	35,985.42	WO NO 9 FOR NEW MRO HANGAR FIE
9/10/2015	CR	091015-2				(39.94)	REIMB - FLYNN DAN
9/10/2015	CR	091015-2				(39.94)	REIMB - FLYNN DAN
9/21/2015	IN	107965	1,209,881	23617	LEWIS LONGMAN & WALKER P A	887.75	FEES: Professional services -
9/21/2015	IN	107965	1,209,881	23617	LEWIS LONGMAN & WALKER P A	887.75	FEES: Professional services -
9/22/2015	IN	0071	1,209,944	60347	PENZONE, DAVID C DBA	577.50	PROF SVCS RE: ST AEROSPACE LEA
9/22/2015	IN	0071	1,209,944	60347	PENZONE, DAVID C DBA	577.50	PROF SVCS RE: ST AEROSPACE LEA
9/30/2015	IN	76050	1,211,691	2112	BEGGS & LANE	3,849.75	FEES: Professional services -
9/30/2015	IN	76050	1,211,691	2112	BEGGS & LANE	0.50	EXPENSES: Professional servic
9/30/2015	IN	0072	1,210,677	60347	PENZONE, DAVID C DBA	1,085.00	PROF SVCS RE: ST AEROSPACE LEA
9/30/2015	IN	76050	1,211,691	2112	BEGGS & LANE	3,849.75	FEES: Professional services -
9/30/2015	IN	76050	1,211,691	2112	BEGGS & LANE	0.50	EXPENSES: Professional servic
9/30/2015	IN	0072	1,210,677	60347	PENZONE, DAVID C DBA	1,085.00	PROF SVCS RE: ST AEROSPACE LEA
10/14/2015	GJ	0073387_10	1,210,554	23473	MICHAEL G MORONEY & ASSOCIATES	3,300.00	FY 2015 GENERAL ADVISORY
10/14/2015	GJ	0073387_10	1,210,554	23473	MICHAEL G MORONEY & ASSOCIATES	3,300.00	FY 2015 GENERAL ADVISORY
10/14/2015	IN	0073294-8	1,210,483	26973	ATKINS NORTH AMERICA INC	857.50	WO NO. 8 - ENGINEERING SERVICE

10/14/2015	IN	0073294-8	1,210,483	26973	ATKINS NORTH AMERICA INC	857.50	WO NO. 8 - ENGINEERING SERVICE
10/14/2015	IN	0073816-2	1,210,483	26973	ATKINS NORTH AMERICA INC	14,616.07	WO NO 9 FOR NEW MRO HANGAR FIE
10/14/2015	IN	0073816-2	1,210,483	26973	ATKINS NORTH AMERICA INC	14,616.08	WO NO 9 FOR NEW MRO HANGAR FIE
10/14/2015	IN	0073995-1	1,210,524	36709	HATCH MOTT MACDONALD	7,694.48	WO 8 - CONSTRUCTION ADMINISTRA
10/14/2015	IN	0073957-1	1,210,483	26973	ATKINS NORTH AMERICA INC	66,141.00	AGREEMENT FOR ENGINEERING SVCS
10/14/2015	IN	0073995-2	1,210,524	36709	HATCH MOTT MACDONALD	23,083.43	WO 8 - CONSTRUCTION ADMINISTRA
10/14/2015	IN	0073995-1	1,210,524	36709	HATCH MOTT MACDONALD	7,694.47	WO 8 - CONSTRUCTION ADMINISTRA
10/14/2015	IN	0073957-1	1,210,483	26973	ATKINS NORTH AMERICA INC	66,141.00	AGREEMENT FOR ENGINEERING SVCS
10/14/2015	IN	0073995-2	1,210,524	36709	HATCH MOTT MACDONALD	23,083.42	WO 8 - CONSTRUCTION ADMINISTRA
10/16/2015	IN	0073294-9	1,210,663	26973	ATKINS NORTH AMERICA INC	635.50	WO NO. 8 - ENGINEERING SERVICE
10/16/2015	IN	0073294-9	1,210,663	26973	ATKINS NORTH AMERICA INC	635.50	WO NO. 8 - ENGINEERING SERVICE
10/16/2015	IN	0073816-3	1,210,663	26973	ATKINS NORTH AMERICA INC	5,016.25	WO NO 9 FOR NEW MRO HANGAR FIE
10/16/2015	IN	0073816-3	1,210,663	26973	ATKINS NORTH AMERICA INC	5,016.25	WO NO 9 FOR NEW MRO HANGAR FIE
10/16/2015	IN	0073957-2	1,210,663	26973	ATKINS NORTH AMERICA INC	98,071.31	AGREEMENT FOR ENGINEERING SVCS
10/16/2015	IN	0073957-2	1,210,663	26973	ATKINS NORTH AMERICA INC	98,071.32	AGREEMENT FOR ENGINEERING SVCS
11/4/2015	IN	108608	1,211,921	23617	LEWIS LONGMAN & WALKER P A	257.30	EXP-VTMAE/ST
11/4/2015	IN	108608	1,211,921	23617	LEWIS LONGMAN & WALKER P A	257.29	EXP-VTMAE/ST
11/16/2015	IN	0073995-3	1,213,441	36709	HATCH MOTT MACDONALD	15,388.95	WO 8 - CONSTRUCTION ADMINISTRA
11/16/2015	IN	0073995-3	1,213,441	36709	HATCH MOTT MACDONALD	15,388.95	WO 8 - CONSTRUCTION ADMINISTRA
11/23/2015	IN	0074	1,213,568	60347	PENZONE, DAVID C DBA	1,207.50	PROF SVCS - VTMAE
11/23/2015	IN	0074	1,213,568	60347	PENZONE, DAVID C DBA	1,207.50	PROF SVCS - VTMAE
12/2/2015	IN	76678	1,213,295	2112	BEGGS & LANE	1,076.75	FEES - VTMAE
12/2/2015	IN	76678	1,213,295	2112	BEGGS & LANE	31.05	EXP - VTMAE
12/2/2015	IN	76678	1,213,295	2112	BEGGS & LANE	1,076.75	FEES - VTMAE
12/2/2015	IN	76678	1,213,295	2112	BEGGS & LANE	31.05	EXP - VTMAE
12/2/2015	IN	0073294-10	1,213,282	26973	ATKINS NORTH AMERICA INC	9,992.63	WO NO. 8 - ENGINEERING SERVICE
12/2/2015	IN	0073294-10	1,213,282	26973	ATKINS NORTH AMERICA INC	9,992.64	WO NO. 8 - ENGINEERING SERVICE
12/2/2015	IN	0073816-4	1,213,282	26973	ATKINS NORTH AMERICA INC	2,636.88	WO NO 9 FOR NEW MRO HANGAR FIE
12/2/2015	IN	0074139-1	1,213,282	26973	ATKINS NORTH AMERICA INC	6,800.63	WO NO 11 FOR GEOTECHNICAL INVE
12/2/2015	IN	0073816-4	1,213,282	26973	ATKINS NORTH AMERICA INC	2,636.87	WO NO 9 FOR NEW MRO HANGAR FIE
12/2/2015	IN	0074139-1	1,213,282	26973	ATKINS NORTH AMERICA INC	6,800.62	WO NO 11 FOR GEOTECHNICAL INVE
12/2/2015	IN	0073982	1,213,194	4285	GREENHUT CONSTRUCTION COMPANY	25,000.00	CONSTRUCTION MANAGER AT RISK -
12/2/2015	IN	0073982	1,213,194	4285	GREENHUT CONSTRUCTION COMPANY	25,000.00	CONSTRUCTION MANAGER AT RISK -
12/2/2015	IN	0073957-3	1,213,282	26973	ATKINS NORTH AMERICA INC	108,930.40	AGREEMENT FOR ENGINEERING SVCS
12/2/2015	IN	0073957-3	1,213,282	26973	ATKINS NORTH AMERICA INC	108,930.39	AGREEMENT FOR ENGINEERING SVCS
12/18/2015	IN	0077	1,215,060	60347	PENZONE, DAVID C DBA	1,522.50	CONSULTING & ADVISORY FOR VTMA
12/18/2015	IN	0077	1,215,060	60347	PENZONE, DAVID C DBA	1,522.50	CONSULTING & ADVISORY FOR VTMA
12/23/2015	IN	0073995-4	1,214,940	36709	HATCH MOTT MACDONALD	7,694.47	WO 8 - CONSTRUCTION ADMINISTRA
12/23/2015	IN	0073995-4	1,214,940	36709	HATCH MOTT MACDONALD	7,694.48	WO 8 - CONSTRUCTION ADMINISTRA
1/4/2016	IN	0073294-11	1,214,763	26973	ATKINS NORTH AMERICA INC	1,981.52	WO NO. 8 - ENGINEERING SERVICE
1/4/2016	IN	0073294-11	1,214,763	26973	ATKINS NORTH AMERICA INC	1,981.51	WO NO. 8 - ENGINEERING SERVICE
1/5/2016	IN	0073816-5	1,214,763	26973	ATKINS NORTH AMERICA INC	2,148.00	WO NO 9 FOR NEW MRO HANGAR FIE
1/5/2016	IN	0074139-2	1,214,763	26973	ATKINS NORTH AMERICA INC	2,136.87	WO NO 11 FOR GEOTECHNICAL INVE

1/5/2016	IN	0073816-5	1,214,763	26973	ATKINS NORTH AMERICA INC	2,148.00	WO NO 9 FOR NEW MRO HANGAR FIE
1/5/2016	IN	0074139-2	1,214,763	26973	ATKINS NORTH AMERICA INC	2,136.88	WO NO 11 FOR GEOTECHNICAL INVE
1/15/2016	IN	0080	1,216,698	60347	PENZONE, DAVID C DBA	2,843.75	VTMAE
1/15/2016	IN	0080	1,216,698	60347	PENZONE, DAVID C DBA	2,843.75	VTMAE
1/20/2016	IN	0073995-5	1,216,544	36709	HATCH MOTT MACDONALD	15,388.95	WO 8 - CONSTRUCTION ADMINISTRA
1/20/2016	IN	0073995-5	1,216,544	36709	HATCH MOTT MACDONALD	15,388.95	WO 8 - CONSTRUCTION ADMINISTRA
2/4/2016	IN	0073816-6	1,216,378	26973	ATKINS NORTH AMERICA INC	1,074.00	WO NO 9 FOR NEW MRO HANGAR FIE
2/4/2016	IN	0073816-6	1,216,378	26973	ATKINS NORTH AMERICA INC	1,074.00	WO NO 9 FOR NEW MRO HANGAR FIE
2/4/2016	IN	0073995-6	1,216,544	36709	HATCH MOTT MACDONALD	1,538.90	WO 8 - CONSTRUCTION ADMINISTRA
2/4/2016	IN	0073995-6	1,216,544	36709	HATCH MOTT MACDONALD	1,538.89	WO 8 - CONSTRUCTION ADMINISTRA
2/10/2016	IN	77342	1,218,001	2112	BEGGS & LANE	9,381.00	FEES - VTMAE
2/10/2016	IN	77342	1,218,001	2112	BEGGS & LANE	433.64	EXP - VTMAE
2/10/2016	IN	0074056-1	1,218,256	23473	MICHAEL G MORONEY & ASSOCIATES	5,280.00	FY 2016 WORK AUTHORIZATION FOR
2/10/2016	IN	77342	1,218,001	2112	BEGGS & LANE	9,381.00	FEES - VTMAE
2/10/2016	IN	77342	1,218,001	2112	BEGGS & LANE	433.63	EXP - VTMAE
2/10/2016	IN	0074056-1	1,218,256	23473	MICHAEL G MORONEY & ASSOCIATES	5,280.00	FY 2016 WORK AUTHORIZATION FOR
2/25/2016	IN	0084	1,218,314	60347	PENZONE, DAVID C DBA	726.25	FEES - VTMAE
2/25/2016	IN	0084	1,218,314	60347	PENZONE, DAVID C DBA	726.25	FEES - VTMAE
3/1/2016	IN	77527	1,218,001	2112	BEGGS & LANE	1,534.00	FEES - VTMAE
3/1/2016	IN	77527	1,218,001	2112	BEGGS & LANE	1,534.00	FEES - VTMAE
3/3/2016	IN	0073995-7	1,218,168	36709	HATCH MOTT MACDONALD	4,616.69	WO 8 - CONSTRUCTION ADMINISTRA
3/3/2016	IN	0073995-7	1,218,168	36709	HATCH MOTT MACDONALD	4,616.68	WO 8 - CONSTRUCTION ADMINISTRA
3/17/2016	IN	0074056-2	1,219,874	23473	MICHAEL G MORONEY & ASSOCIATES	5,280.00	FY 2016 WORK AUTHORIZATION FOR
3/17/2016	IN	0074056-2	1,219,874	23473	MICHAEL G MORONEY & ASSOCIATES	5,280.00	FY 2016 WORK AUTHORIZATION FOR
3/18/2016	IN	77672	1,219,621	2112	BEGGS & LANE	2,832.00	FEES - VTMAE
3/18/2016	IN	77672	1,219,621	2112	BEGGS & LANE	285.00	EXP - VTMAE
3/18/2016	IN	77672	1,219,621	2112	BEGGS & LANE	2,832.00	FEES - VTMAE
3/18/2016	IN	77672	1,219,621	2112	BEGGS & LANE	285.00	EXP - VTMAE
3/22/2016	IN	0074056-3	1,219,874	23473	MICHAEL G MORONEY & ASSOCIATES	3,630.00	FY 2016 WORK AUTHORIZATION FOR
3/22/2016	IN	0074056-3	1,219,874	23473	MICHAEL G MORONEY & ASSOCIATES	3,630.00	FY 2016 WORK AUTHORIZATION FOR
3/29/2016	IN	0073957-4	1,219,603	26973	ATKINS NORTH AMERICA INC	32,546.29	AGREEMENT FOR ENGINEERING SVCS
3/29/2016	IN	0073957-4	1,219,603	26973	ATKINS NORTH AMERICA INC	32,546.29	AGREEMENT FOR ENGINEERING SVCS
4/12/2016	IN	0087	1,221,547	60347	PENZONE, DAVID C DBA	1,688.75	VTMAE
4/12/2016	IN	0087	1,221,547	60347	PENZONE, DAVID C DBA	1,688.75	VTMAE
4/13/2016	IN	0073995-8	1,221,404	36709	HATCH MOTT MACDONALD	3,077.79	WO 8 - CONSTRUCTION ADMINISTRA
4/13/2016	IN	0073995-8	1,221,404	36709	HATCH MOTT MACDONALD	3,077.79	WO 8 - CONSTRUCTION ADMINISTRA
4/20/2016	IN	77898	1,221,234	2112	BEGGS & LANE	3,554.75	FEES-VTMAE
4/20/2016	IN	77898	1,221,234	2112	BEGGS & LANE	3,554.75	FEES-VTMAE
5/1/2016	IN	0074618-1	1,221,217	26973	ATKINS NORTH AMERICA INC	23,047.50	AGREEMENT FOR ENGINEERING SVCS
5/1/2016	IN	0074618-1	1,221,217	26973	ATKINS NORTH AMERICA INC	23,047.50	AGREEMENT FOR ENGINEERING SVCS
5/4/2016	IN	78135	1,221,234	2112	BEGGS & LANE	708.00	FEES - VTMAE
5/4/2016	IN	78135	1,221,234	2112	BEGGS & LANE	708.00	FEES - VTMAE
5/11/2016	IN	0073995-9	1,223,083	36709	HATCH MOTT MACDONALD	12,311.16	WO 8 - CONSTRUCTION ADMINISTRA

5/11/2016	IN	1837517	1,222,893	26973	ATKINS NORTH AMERICA INC	275.00	ECUA WATER PERMIT FEE
5/11/2016	IN	0073995-9	1,223,083	36709	HATCH MOTT MACDONALD	12,311.16	WO 8 - CONSTRUCTION ADMINISTRA
5/11/2016	IN	1837517	1,222,893	26973	ATKINS NORTH AMERICA INC	275.00	ECUA WATER PERMIT FEE
5/24/2016	IN	0074618-2	1,222,893	26973	ATKINS NORTH AMERICA INC	110,182.40	AGREEMENT FOR ENGINEERING SVCS
5/24/2016	IN	0074618-2	1,222,893	26973	ATKINS NORTH AMERICA INC	110,182.39	AGREEMENT FOR ENGINEERING SVCS
6/1/2016	IN	0073995-10	1,223,083	36709	HATCH MOTT MACDONALD	9,233.37	WO 8 - CONSTRUCTION ADMINISTRA
6/1/2016	IN	0073995-10	1,223,083	36709	HATCH MOTT MACDONALD	9,233.37	WO 8 - CONSTRUCTION ADMINISTRA
6/16/2016	IN	0089	1,224,788	60347	PENZONE, DAVID C DBA	411.25	CONSULTING SVCS FOR VTMAE
6/16/2016	IN	0089	1,224,788	60347	PENZONE, DAVID C DBA	411.25	CONSULTING SVCS FOR VTMAE
6/22/2016	IN	0074056-4	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	4,950.00	FY 2016 WORK AUTHORIZATION FOR
6/22/2016	IN	0074056-5	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2016 WORK AUTHORIZATION FOR
6/22/2016	IN	0074056-4	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	4,950.00	FY 2016 WORK AUTHORIZATION FOR
6/22/2016	IN	0074056-5	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2016 WORK AUTHORIZATION FOR
6/23/2016	IN	0074056-6	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,630.00	FY 2016 WORK AUTHORIZATION FOR
6/23/2016	IN	0074056-6	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,630.00	FY 2016 WORK AUTHORIZATION FOR
6/23/2016	IN	0074618-3	1,224,449	26973	ATKINS NORTH AMERICA INC	103,545.60	AGREEMENT FOR ENGINEERING SVCS
6/23/2016	IN	0074618-3	1,224,449	26973	ATKINS NORTH AMERICA INC	103,545.61	AGREEMENT FOR ENGINEERING SVCS
6/28/2016	IN	0074056-7	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2016 WORK AUTHORIZATION FOR
6/28/2016	IN	0074056-7	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2016 WORK AUTHORIZATION FOR
6/30/2016	IN	0074813-1	1,224,449	26973	ATKINS NORTH AMERICA INC	23,047.50	AGREEMENT FOR ENGINEERING SVCS
6/30/2016	IN	0074813-1	1,224,449	26973	ATKINS NORTH AMERICA INC	23,047.50	AGREEMENT FOR ENGINEERING SVCS
					TOTAL	**2,097,356.03**	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11422 **County Administrator's Report 12. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Contract Award for Design Services for Perdido Landfill GCCS Expansion Project
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for Design Services for Perdido Landfill GCCS Expansion 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 Geosyntec Consultants, Inc., per the terms and conditions of PD 15-16.103, Design Services for Perdido Landfill GCCS Expansion Project, for a lump sum of $139,096.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301]

BACKGROUND:

The Escambia County Perdido Landfill is undergoing an expansion of the gas collection and control system (GCCS). The purpose of the GCCS expansion is to increase the landfill gas collection efficiency and maintain compliance with Title V and New Source Performance Standards (NSPS) requirements as lifts of waste continue to be placed in the active cells. In addition, the expansion is necessary to continue to meet the landfill gas fuel levels required under the Escambia County/ Gulf Power Gas-to-Energy Contract. The scope of work includes an assessment of the existing GCCS, design for expansion of the existing GCCS, bid and construction support services, and completing FDEP reporting requirements.

Requests for Letters of Interest, PD 15-16.103, Design Services for Perdido Landfill GCCS Expansion Project, were publicly noticed in the Pensacola News Journal on Monday, September 09, 2016. Two hundred ten firms were notified on Monday, September 9, 2016. Responses were received from three firms on Tuesday, October 11, 2016. Discussions were held with three firms on Wednesday, October 26, 2016. The selection committee ranked the firms in the following order:

1. Geosyntec Consultants, Inc.
2. SCS Engineers
3. HDR Engineering, Inc.

Negotiations were held with Geosyntec Consultants, Inc., on Tuesday, November 08 and Tuesday, November 15, 2016 resulting with a final negotiated total fee of $139,096.

BUDGETARY IMPACT:

Funding: Fund 401- Solid Waste Fund, Cost Center: 230315, Object Code 56301

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.

The Escambia County Perdido Landfill is undergoing an expansion of the gas collection and control system (GCCS). The purpose of the GCCS expansion is to increase the landfill gas collection efficiency and maintain compliance with Title V and New Source Performance Standards (NSPS) requirements as lifts of waste continue to be placed in the active cells. In addition, the expansion is necessary to continue to meet the landfill gas fuel levels required under the Escambia County/ Gulf Power Gas-to-Energy Contract. The scope of work includes an assessment of the existing GCCS, design for expansion of the existing GCCS, bid and construction support services, and completing FDEP reporting requirements.

Requests for Letters of Interest, PD 15-16.103, Design Services for Perdido Landfill GCCS Expansion Project, were publicly noticed in the Pensacola News Journal on Monday, September 09, 2016. Two hundred ten firms were notified on Monday, September 9, 2016. Responses were received from three firms on Tuesday, October 11, 2016. Discussions were held with three firms on Wednesday, October 26, 2016. The selection committee ranked the firms in the following order:

1. Geosyntec Consultants, Inc.
2. SCS Engineers
3. HDR Engineering, Inc.

Negotiations were held with Geosyntec Consultants, Inc., on Tuesday, November 08 and Tuesday, November 15, 2016 resulting with a final negotiated total fee of $139,096.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

Attachments

Agreement with Exhibits

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Geosyntec Consulting Group, Inc.

Design Services for Perdido Landfill GCCS Expansion Project

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of December, 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 Geosyntec Consultants, Inc a for-profit corporation authorized to transact business in the State of Florida, whose address is 900 Broken Sound Parkway, Suite 200, Boca Raton, Fl 33487 and whose Federal tax identification number is 59-2355134 (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: Geosyntec Consultants, 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 Brent Schneider, P.E., Engineering and Environmental Manager, Waste Services Department. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for Design Services for Perdido Landfill GCCS Expansion Project.

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 in the amount of one hundred thirty nine thousand ninety six ($139,096) 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 15-16.103, Design Services for Perdido Landfill GCCS Expansion Project, and as represented in the Consultant's Letter of Interest response to PD 15-16.103, 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 $400,000.

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 one hundred thirty nine thousand ninety six ($139,096). 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:

Geosyntec Consultants, Inc.
900 Broken Sound Parkway, Suite 200
Boca Raton, FL 33487

(d) Invoices to the County shall be sent to:

Brent Schneider, P.E.
Engineering and Environmental Manager
Waste Services Department
13009 Beulah Rd.
Pensacola, Florida 32533

Notices to the County shall be sent to:

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 constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Eddie H. Wehmeier, Purchasing Specialist, 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 Geosyntec Consultants, Inc., signing by and through its Senior Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: December 08, 2016

CONSULTANT:
Geosyntec Consultants, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Thomas A. Peel, Senior Vice President

By: _____
Secretary

Date: _____

Exhibit A

Geosyntec consultants

316 South Baylen Street
Suite 207
Pensacola, FL 32502

PH 850-477-6547
FAX 850-477-6707

www.geosyntec.com

November 14, 2016

Eddie H. Wehmeier
Purchasing Specialist
Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place 2nd. Floor
Pensacola, Florida 32502

RE: Revised Scope of Work and Fee Estimate
Design Services for Perdido Landfill GCCS Expansion Project
Solicitation Identification Number PD 15-16.103

Dear Mr. Wehmeier:

Pursuant to your email correspondence on 26 October 2016, and subsequent scope and fee negotiations held on 8 November 2016 between Geosyntec Consultants (Geosyntec) and Escambia County (County), Geosyntec is pleased to provide this scope of work and fee estimate for the Perdido Landfill gas collection and control system (GCCS) expansion project. The scope of work provided with the solicitation was used as the basis for the scope of work detailed below and for preparation of the fee estimate. Furthermore, based on email correspondence received on 28 October 2016, it is understood that the County's desired purpose of the GCCS expansion is to increase landfill gas (LFG) collection efficiency and maintain compliance with Title V and New Source Performance Standards (NSPS) requirements as lifts of waste continue to be placed in the active cells and that no additional end-use of the collected gas is envisioned at this point.

It is Geosyntec's understanding that Title V permitting assistance and landfill construction permitting assistance will be addressed under separate Task Orders once the requirements for these items become better defined. Services to be provided during construction are included in the following scope of work and are based on an assumed construction duration of 12 weeks as described in the solicitation; however, the actual effort will not be known until the planned GCCS expansion has been defined. The fee estimate provided for construction services should be considered preliminary and subject to change pending the results of the GCCS design effort and subsequent receipt of contractor proposals.

SCOPE OF WORK

The scope of work for this project will include the following tasks:

- **Task 1, Assessment of Existing GCCS:**

A thorough understanding of the functionality of the existing GCCS is crucial to the County's regulatory compliance, satisfaction of gas quality obligations to Gulf Power, and overall GCCS operational objectives. To that end, Geosyntec recommends that a GCCS assessment be performed to benchmark the current operational status of the GCCS. The information gleaned from this assessment will be critical to identifying underperforming areas of the GCCS and optimizing operation of the existing system thereby allowing Geosyntec to develop the most cost effective GCCS expansion project. As such, Geosyntec's scope of services for this task will include a combination of in-field data collection and office-based data interpretation and modeling.

Geosyntec personnel will visit the site and perform a review of the existing GCCS. This will include the following in-field services:

- Kickoff meeting to discuss the objectives and logistics associated with the field work. It is assumed that both County and LFG Technologies field personnel will attend the meeting to provide information regarding operation of the GCCS wellfield and flare;
- inspection of the flare and landfill gas to energy engines;
- visual inspection of each vertical well and leachate cleanout pipe for damage, subsidence, leakage, compromised operation, and other observable conditions;
- water level measurements in each vertical gas collection well, including a sounding of the total well depth;
- well proofing to assess verticality and accessibility of the well casing;
- identification of the solid casing/screen transition in each well; and
- a site-wide surface emissions monitoring (SEM) event following the County's current SEM track as well as selected areas of interest that may be indicative of surficial methane releases (i.e., hissing, bubbles, stressed vegetation, etc.).

In addition to these services, Geosyntec's field personnel will meet with County staff to obtain a better understanding of the current GCCS operational goals and challenges. This meeting may be a part of the kickoff meeting and/or as anecdotal conversations during the wellfield inspection and data collection.

The in-field assessment will utilize one Geosyntec staff for up to four days on site. The Geosyntec staff will be assisted by one Escambia County staff with knowledge of the GCCS

throughout the four-day period to assist assessing the system. In addition to the data collected by Geosyntec, we would request that the County provide the following information at least two weeks prior to the start of our field activities:

- well construction logs for each LFG well;
- topographic site-wide survey, in AutoCAD, with the location of each GCCS well, leachate riser, or other LFG extraction device as well as piping schematics;
- the County's current SEM track;
- copies of the past six months of data from GCCS monitoring and tuning events (in Excel-compatible format, if possible);
- copies of the past six months of SEM data collected;
- liquid level measurements within the landfill for the past six months;
- gas generation or other GCCS performance reports (e.g., flare operating records); and
- operation and maintenance reports for routine repairs and maintenance and repairs to the GCCS.

We understand, based on the 8 November 2016 negotiations, that the County will perform the annual landfill survey later this month. That should provide current data regarding topography and would ask that the County ensure that the GCCS well information is included in the survey. The receipt of the annual survey should coincide with the anticipated contract approval in mid-January 2017.

Following the collection of the in-field data, Geosyntec will perform data interpretation and modeling including:

- summarizing field data into spreadsheets and tables;
- develop a 3D data visualization figure that provides an illustrative depiction of methane and oxygen content at each wellhead and interpreted distribution across the landfill, SEM methane distribution, in-landfill liquid levels, and well locations with screen intervals (as possible); and
- submission of a brief memo summarizing the data, presenting the 3D visualization model, data tables, and preliminary recommendations regarding current GCCS operation.

Following submission of the memo, Geosyntec will schedule a meeting, via phone, to review the memo with County staff. The purpose of the meeting will be to discuss the results of the field assessment; project objectives; development of a prioritized list of repairs, upgrades, or other

recommendations (i.e., tuning optimization, repairs, GCCS improvements); and development of forward looking goals pertaining to the GCCS design.

- **Task 2: Design for Expansion of the Existing GCCS:**

Under Task 2, Geosyntec will update the facility-wide GCCS build-out plan or Master Plan based on the existing GCCS and final projected waste fill grades. The updated Master Plan will be used in conjunction with the results of Task 1, and the planned development of the landfill to develop a GCCS expansion plan to depict the proposed expansion from the currently installed GCCS. It is assumed that the GCCS expansion plans will show gas collection features in the Section 3 and Section 4 areas of the landfill. A draft of the Master Plan and a preliminary GCCS expansion plan (figure) will be provided to the County for review and comment. Geosyntec will meet with the County to discuss the review comments and confirm the design approach for the GCCS expansion.

Incorporating feedback from the County, Geosyntec will develop the design plans for the GCCS expansion, including drawings depicting a plan view of the proposed improvements, new header locations, new well locations, a well schedule, valve locations, condensate collection components, related construction details, and material specifications to define the required work. It is assumed that the GCCS expansion will include new vertical wells, horizontal wells, and/or collector blankets. The GCCS expansion may also include mid- to long-term GCCS upgrades that may be identified in Task 1 (e.g., installation of new condensate pumps in select wells). The GCCS expansion will be designed to meet the basic criteria of regulatory compliance and gas-to-energy contract compliance while targeting a capital expenditure of approximately $500,000.

Prior to initiating the Task 2 effort, Geosyntec assumes the following AutoCAD format drawings will be provided by the County:

- Section 4 Cell As-Builts
- Previous GCCS Expansion As-Builts
- Waste-Fill Sequence Grading Plans
- GCCS Design Plan (i.e., current Master Plan)
- Final Buildout Grading Plan (Sections 1-5)

It is assumed that the following deliverables will be provided to the County under Task 2:

- Bid form and an engineer's construction cost estimate.
- Construction Drawings – assumed to include up to 8 sheets.
- Technical Specifications – assumed to include earthwork, piping and valves, and gas extraction wells.

- **Task 3 Bid and Construction Support Services:**

Under Task 3, Geosyntec will provide bid support services, construction quality assurance (CQA) services, and other construction support services as follows:

- Attending one pre-bid meeting.
- Preparing response to bidder questions (assume up to two rounds of responses).
- Attending one pre-construction meeting.
- Review up to three product submittals from the contractor.
- Provide on-site resident observation for 12 weeks including up to 60 hours per week for the first 4 weeks and then 24 hours per week for the remaining 8 weeks.
- Participate in construction coordination meetings by phone for office personnel – assumed to be one meeting every two weeks (6 total meetings).
- Participate in construction progress meetings including preparation of meeting minutes (12 total meetings).
- Perform one site visit by the project manager or Certifying Engineer during construction to coincide with one of the construction progress meetings.
- Process up to three applications for payment from the contractor.
- Perform one Substantial Completion Inspection and develop the Field Completion Punch List.
- Perform one Final Completion Inspection.
- Perform as-built drawings review.

- **Task 4 FDEP Notifications:**

Under Task 4, Geosyntec will prepare and submit to Florida Department of Environmental Protection (FDEP) a Construction Completion Report with a signed and sealed Certification of Construction Completion.

FEE PROPOSAL

Based on the above defined scope of work, Geosyntec provides the following costs for each task and proposed total lump sum fee for this project:

Task 1a (GCCS Evaluation - field)	$8,248
Task 1b (GCCS Data Evaluation/Visualization)	$10,260
Task 2 (Final GCCS Design & Constr. Docs.)	$36,724
Task 3a (Bid Support)	$4,742
Task 3b (On-site Resident)	$49,129
Task 3c (Construction Services/Management)	$23,765
Task 4 (FDEP Notifications)	$6,228
Estimated Project Fee:	**$139,096**

A detailed breakdown of the fee estimate is provided in **Attachment 1**.

SCHEDULE

A projected schedule for estimated duration and completion of the tasks identified above is provided in **Attachment 2**. Geosyntec will begin work upon receipt of an executed Contract and Notice to Proceed. The schedule provided in **Attachment 2** is based upon receiving Notice to Proceed by 16 January 2017 and is also contingent on prompt review of submittals, the ability to schedule meetings in a timely manner, the actual solicitation period and award of contract to a construction firm for the GCCS expansion, and the actual duration of construction.

CLOSING

Geosyntec appreciates this opportunity to again work with the County on this important project. We are available to discuss this proposal as needed. Please let us know if you have any questions or would like to schedule a time for discussion. The undersigned can be reached at 813-558-0990 or 678-202-9500, respectively.

Sincerely,

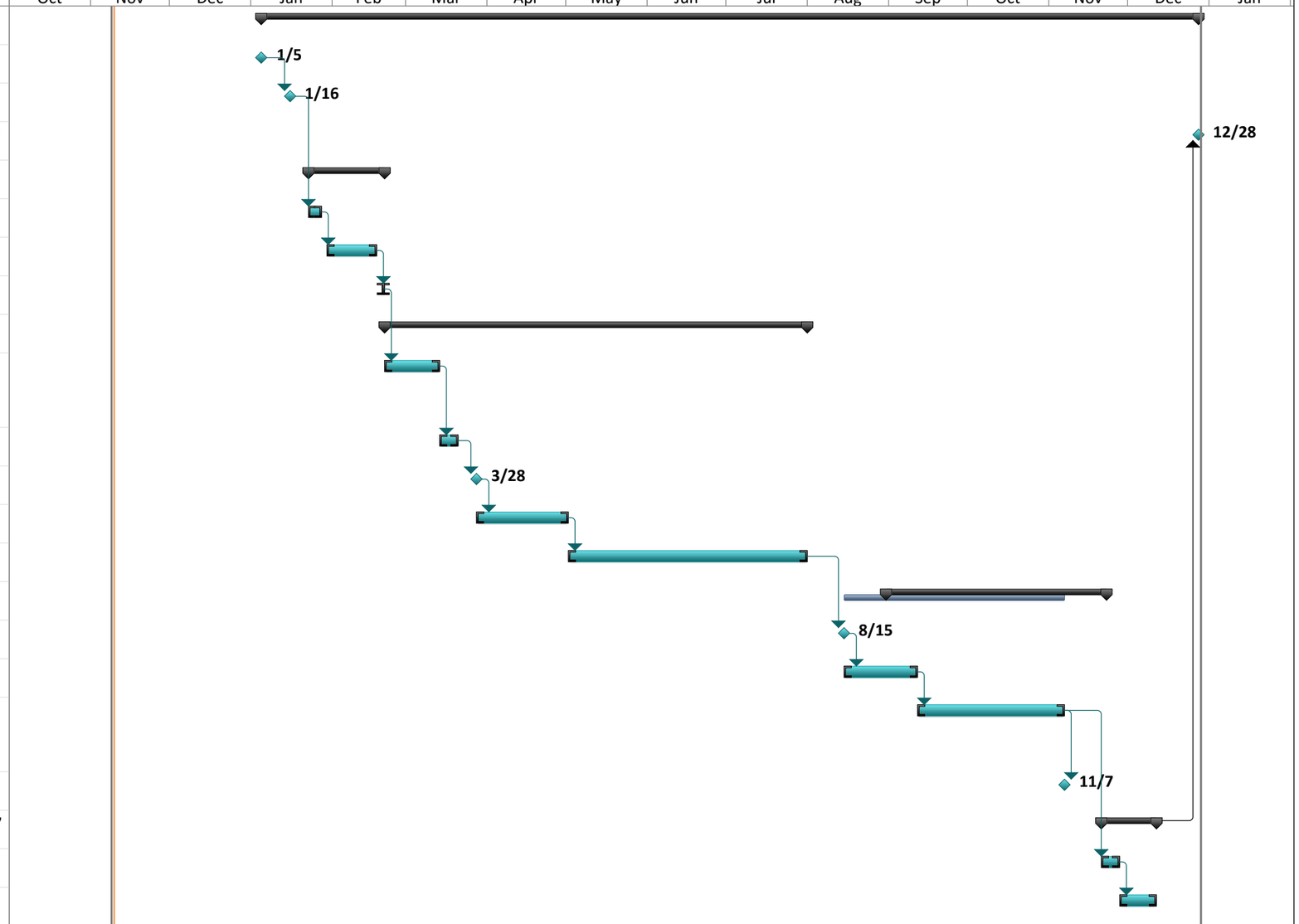
Craig R. Browne, P.E.
Senior Engineer

Scott B. Elder, MBA
Principal/Regional Construction Services Manager

Attachments

Attachment 2
Proposed Schedule for Perdido Landfill GCCS Expansion
Escambia County, Florida

ID	Task Name	Duration	Start
1	**ADMINISTRATION**	**255 days**	**Thu 1/5/17**
2	Presentation to Board	0 days	Thu 1/5/17
3	Notice to Proceed	0 days	Mon 1/16/17
4	Project Completion	0 days	Thu 12/28/17
5	**PRE-DESIGN SERVICES**	**21 days**	**Mon 1/23/17**
6	GCCS Field Investigation	5 days	Mon 1/23/17
7	GCCS Data Evaluation/Visualization	15 days	Mon 1/30/17
8	Data / Memo Review Meeting	1 day	Mon 2/20/17
9	**DESIGN SERVICES**	**115 days**	**Tue 2/21/17**
10	Master Plan & Conceptual GCCS Expansion Development	15 days	Tue 2/21/17
11	County Review	5 days	Tue 3/14/17
12	Master Plan & Conceptual GCCS Meeting	0 days	Tue 3/28/17
13	Final GCCS Design & Construction Documents	25 days	Tue 3/28/17
14	Construction Bid Support	65 days	Tue 5/2/17
15	**CONSTRUCTION SERVICES / MANAGEMENT**	**60 days**	**Thu 8/31/17**
16	Contractor Mobilization	0 days	Tue 8/15/17
17	On-Site Resident (CQA) Well Drilling - Full Time	20 days	Tue 8/15/17
18	On-Site Resident (CQA) GCCS Construction - Part Time	40 days	Tue 9/12/17
19	Construction Completion	0 days	Tue 11/7/17
20	**REPORTING**	**15 days**	**Tue 11/21/17**
21	As-Built Review	5 days	Tue 11/21/17
22	FDEP Notifications	10 days	Tue 11/28/17



Project: Project Schedule
Date: Thu 11/10/16

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	
Summary	Inactive Task	Duration-only	Finish-only	

Exhibit C

Geosyntec consultants

Attachment 1
Summary Fee Estimate for Perdido Landfill GCCS Expansion
Escambia County, Florida

Proposal No.

Date: 22-Nov-16 2016- 2291

Phase Outline	Total Hours	Phase Total
	-	-
Task 1a - GCCS Field Evaluation (RFP # 1)	75	$8,248
Task 1b - GCCS Data Evaluation/Visualization (RFP #1)	72	$10,260
Task 2 - Final Design Development (RFP #2)	280	$36,724
Task 3a - Bid Management (RFP # 3.1 - 3.3)	30	$4,742
Task 3b - Construction Services - Onsite Resident (RFP # 3.4)	482	$49,129
Task 3c - Construction Services - Management (RFP #3.5-3.12)	149	$23,765
Task 4 - Reporting (RFP # 4.0)	54	$6,228
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
	0	$0
Totals	**1,142**	**$139,096**

Geosyntec consultants

Attachment 1
Detailed Fee Estimate for Perdido Landfill GCCS Expansion
Escambia County, Florida

PM: Craig Browne/Scott Elder **Date:** 22-Nov-16 **Proposal No.** 2016- 2291

Phase Outline	Sub-Phase Labor Totals	Estimated Labor (h)														
		Sr. Principal	Principal	Professional					CADD Services			Construction Services			Clerical	Admin. Assistant
				Senior	Project	Prof.	Sr Staff	Staff	Designer	Sr. Oper.	Oper.	Site Mgr I	Sr Tech I	EngTech I		
			KBT/SE	CB		BJ	EM	CL		CMV		MF or Site	-	-	-	-
Task 1a - GCCS Field Evaluation (RFP # 1)	$8,248	0	6.0	11	0	0	0	0	0	0	0	56	0	0	0	2
Task 1b - GCCS Data Evaluation/Visualization (RFP #1)	$10,260	0	7	11	0	40	0	12	0	0	0	0	0	0	0	2
Task 2 - Final Design Development (RFP #2)	$36,724	0	19	54	0	0	5	112	0	82	0	0	0	0	8	0
Task 3a - Bid Management (RFP # 3.1 - 3.3)	$4,742	0	0	20	0	0	0	8	0	0	0	0	0	0	0	2
Task 3b - Construction Services - Onsite Resident (RFP # 3.4)	$49,129	0	0	16	0	0	30	240	0	0	0	0	192	0	0	4
Task 3c - Construction Services - Management (RFP #3.5-3.12)	$23,765	0	10	86	0	0	0	51	0	0	0	0	0	0	1	2
Task 4 - Reporting (RFP # 4.0)	$6,228	0	2	7	0	0	6	28	0	4	0	3	0	0	0	4
	$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	$0															
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	$0															
	$0															
	$0															
	$0															
Total Project Hours	1,142	0	44	205	0	40	41	451	0	86	0	59	192	0	9	16
Billing Rates		$229.00	$210.00	$190.00	$156.60	$133.66	$118.54	$102.72	$125.00	$121.83	$101.01	$85.00	$91.87	$60.00	$48.00	$60.00
Specialized Computer Application Rates	$0.00								$0.00	$0.00	$0.00					
Total Labor	$139,096.00	$0.00	$9,240.00	$38,855.00	$0.00	$5,346.40	$4,860.14	$46,275.36	$0.00	$10,477.38	$0.00	$5,015.00	$17,639.04	$0.00	$433.92	$951.00

BUDGET SUMMARY		
Total Hours		1,142
Preliminary Budget	$	139,096
0% Contingency	$	-
Total Budget	**$**	**139,096**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11435 **County Administrator's Report 12. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Contract Award for Public Safety Audio Visual Digital Upgrade
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Public Safety Audio Visual Digital Upgrade – 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 Pro Sound, Inc., per the terms and conditions of PD 15-16.105, Public Safety Audio Visual Digital Upgrade, for an aggregate fee of $279,500.

[Funding: Fund 352, LOST III, Cost Center 330435, Object Code 56301, Project #10PS0058]

BACKGROUND:

The legal advertisement for this "Request for Proposals" was advertised in the Pensacola News Journal on Monday, September 26, 2016. A Mandatory Pre-Solicitation Conference was held on Tuesday, October 4, 2016. One firm was represented at that meeting. Proposals were received from one contractor on Thursday, October 20, 2016. Negotiations were held with Pro Sound, Inc. on Thursday, November 3, 2016.

BUDGETARY IMPACT:

Fund 352 LOST III, Cost Center 330435, Object Code 56301, Project #10PS0058

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared and approved by Assistant County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the County Attorney prepared Agreement and Purchase Order.

Attachments

Agreement

AGREEMENT RELATING TO PUBLIC SAFETY
AUDIO VISUAL DIGITAL UPGRADE (PD15-16.105)

This Agreement is made and entered into this ____ day of _____, 2016, 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 Pro Sound, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-1834097, whose principal address is 1375 N.E. 123rd Street, Miami, Florida 33161, and whose local address is 8812 Grow Drive, Pensacola, Florida 32514 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on September 19, 2016, the County issued a Request for Proposals relating to public safety audio visual digital upgrade services (PD 15-16.105); and

WHEREAS, the Contractor was the most responsive and responsible firm proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such 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. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Request for Proposals, Specification No. P.D. 15-16.105, attached hereto as **Exhibit A**, and the Contractor's proposal dated October 20, 2016, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

3. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County agrees to pay Contractor $249,500.00 A/V Base Proposal and $30,000.00 Proposal Alternate #1, in accordance with the proposal attached hereto as **Exhibit B**. The aggregate fee in the amount of $279,500.00 shall be paid in a lump sum upon completion and approval of the scope of services as provided in Section 4. Final payment shall be subject to approval by the Board of County Commissioners.

4. Method of Billing. Upon the completion and approval of the Scope of Services, the Contractor may request payment by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County shall pay Contractor within forty-five (45) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Time for Performance. Time is of the essence in the performance of this Agreement. The Contractor shall fully perform the Scope of Services within forty-five (45) calendar days from the issuance of a Notice to Proceed from the County.

6. Liquidated Damages. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the scope of services is not completed within the time specified. Should Contractor fail to complete the scope of services within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$100.00** for each calendar day thereafter until completion is achieved. 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 Scope of Services within the time specified.

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.

7. Bonds. Contractor shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit C**, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. 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 and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished to 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.

The Contractor shall be required to record the Performance and Payment bonds with the Office of the Clerk of the Circuit Court Recording Office. 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 additional page.

8. Warranty. Contractor shall obtain and assign to County all express warranties given to Contractor for materials and equipment provided pursuant to this Agreement. Contractor warrants to County that any materials and equipment furnished under the Agreement shall be new unless otherwise specified, and that all workmanship shall be of good quality, free from all defects and in conformance with the terms of this Agreement. Contractor further warrants to County that all materials and equipment furnished under the Agreement shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within **one (1) year** after final completion, any work performed and/or equipment provided pursuant to this Agreement is found to be defective or not in conformance with the Agreement, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent equipment or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law.

9. Maintenance. After the expiration of the warranty period referenced above, the Contractor shall provide maintenance service for all materials and equipment furnished under the Agreement for **one (1) year** at no additional cost to the County.

10. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing seven (7) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing thirty (30) days' prior 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, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

11. 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.

12. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured

status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

13. 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.

14. 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:

Pro Sound, Inc.
Attention: Lisa Layne, CFO
1375 NE 123rd Street
Miami, Florida 33161

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Pro Sound Inc.
Attention: Brian Smith
8812 Grow Drive
Pensacola, FL 32514

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.

15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

16. 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

17. 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.

18. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

19. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. 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.

20. 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.

21. 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.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: _____

By: _____

BCC Approved: _____

(SEAL)

CONTRACTOR:
PRO SOUND, INC.

ATTEST:

BY: _____
Rod Sintow, CEO and Chairman

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/22/16

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Public Safety Audio Visual Digital Upgrade

Solicitation Identification Number PD 15-16.105

Letters of Interest Will Be Received Until:
1:00 p.m. CDT, Thursday, October 20, 2016

A **Mandatory** Pre-Solicitation Conference will be held **10:30 a.m. CDT, Tuesday, October 4, 2016** at **Escambia County Public Safety Building, 6575 North W Street, Pensacola, Florida 32505.**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCC

Board of County Commissioners
Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Lumon J. May
Douglas Underhill

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Proposals
Proposer's Checklist

PUBLIC SAFETY AUDIO VISUAL DIGITAL UPGRADE

Solicitation Identification Number PD 15-16.105

How to Submit Your Proposal:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The Following Documents Shall Be Returned With Proposal:

- Proposal Format (with original signature and included with the **(1) one** original and **(1) CD or flash drive)**
  - Technical Proposal (tabs 1 – 5)
  - Cost Proposal (tab 6)
  - Required Documents (Tab 7)
    - Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
    - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at http://www.sunbiz.org/search.html)
    - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
    - Drug-Free Workplace Form
    - Information Sheet For Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice Of Award:

- Certificate Of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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- Request for Proposals - Title Page
- Proposers Checklist
- General Terms and Conditions (By Reference)
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1-3 Issuing Officer
1-4 Contract Consideration
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2-4 Methodology Used for the Project
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Part III Criteria for Selection

Part IV Scope of Work

- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification

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 Proposal 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.

Proposal Information See Home Page URL: http://myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
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5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
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11. **Nonconformance to Contract Conditions**
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19. **Advertising**
20. **Assignment**
21. **Liability**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

22. **Facilities**
23. **Distribution of Certification of Contract**
24. **The Successful Proposers(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, http://www.sunbiz.org/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

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 15-16.105, Public Safety Audio Visual Digital Upgrade, 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:

1. **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 proposal 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. **Proposal Surety**

Each offer shall be accompanied by a Proposal bond, cashier's check or certified check in the amount of 5% of the total proposal.

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 Proposal 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 Proposal surety while in possession of the County, or its agents, shall be retained by the County.

3. **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) 595-4918; e-mail: prnobles@myescambia.com.

Last day for questions 5:00 p.m. CDT, Tuesday, October 11, 2016

5. **Proposal Forms**

This Solicitation contains a Solicitation and Proposal Form which shall be submitted as Tab 6 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. **Mandatory Pre-Solicitation Conference**

A **Mandatory** Pre-Solicitation Conference will be held 10:30 a.m. CDT, Tuesday, October 4, 2016 at Escambia County Public Safety Building, 6575 North W Street, Pensacola, Florida 32505. **Proposals received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

7. **Permits and Inspections**

A. Obtain any and all required low voltage permits and inspections, as required.
B. Furnish material and workmanship for this work in conformance with all code requirements
C. Perform any component / system tests required, or as may be reasonably required, to demonstrate conformance with the components' specifications.

8. **Owner Direct Purchases (ODP)**

The County **May** elect to use Owner Direct Purchases as permitted per Section 212.08(6), F.S. and Rule 12A-1.094, F.A.C.

a. County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

b. Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his Proposal. His Proposal shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than $5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

c. Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

d. Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

1. the name, address, telephone number and contact person for the material supplier
2. manufacturer or brand, model or specification number of the item
3. quantity needed as estimated by Contractor
4. the price quoted by the supplier for the materials identified therein
5. any sales tax associated with such quote
6. delivery dates as established by Contractor

7. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
8. shipping, handling and insurance costs
9. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
10. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

e. After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.

f. In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's Proposal to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.

g. Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and

guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.

h. As ODP are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match up with the invoice for payment.

a. The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

b. The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work

c. The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.

d. Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.

e. The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.

f. The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.

g. The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

h. Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.

i. In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other

documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

j. At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

9. **Brand Names and Acceptable Alternatives**

The brand name(s) and model number(s) mentioned are used in this specification as a measure of quality and performance. Any brand or manufacture of acceptable or better quality and performance than that specified will be considered for acceptance by the Owner and/or Owner's representative at time of Proposal.

10. **Substitutions**

Substitutions must be submitted prior to proposing. The Owner and/or Owner's representative reserves the right to reject and deny any substitution that it may, in it's sole discretion, deem unequal, and the findings in this regard shall be accepted by the proposer as final and binding.

11. **Owner Furnished Equipment (O.F.E.)**

(A) Certain equipment may be identified as Owner Furnished (OFE or Existing). This Owner Furnished Equipment may presently be part of the Owner's system, or will be provided by the Owner, and will be delivered to the contractor's off-site facility, delivered to the contractor's on-site secured storage area, or installed on site by others, as appropriate, for incorporation into the system.

(B) Clean and inspect the OFE, and notify the Owner and/or Owner's representative of damage or defect and the extent of repair and/or adjustment required to bring the OFE to original specification. Service OFE only if directed by the Owner and/or Owner's representative under the arrangements of a separate contract.

(C) Connect, terminate and properly incorporate OFE into the proper system for its type. Reconnect any equipment disconnected for installation of new equipment. Verify proper operation and control functions as before removal.

12. **Delivery, Storage, and Handling**

A. Store equipment and materials safely and securely inside at the job site in a manner that will not interfere with the work of other trades.
B. Replace all damaged or defective work or material at no additional cost, prior to acceptance.
C. Check, and if necessary, clean all systems, equipment, devices and components included in the work after acceptance and completion of the work of all other trades.
D. Store materials in designated areas.
E. Provide and maintain suitable barriers, guards, fences and signs wherever necessary for the safety of others relative to and/ or for the protection of this work.
F. Protect all materials and equipment to prevent the entry or adhesion of concrete, plaster, unintended paint, or other damaging debris or materials.

13. **Licenses, Certifications, Registrations**

The offeror shall at the time of 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/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

14. **Permits**

The county and/or its contracted consultant(s) have not conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project. Due to the nature of the project and that it is anticipated that different proposals would be provided, it will be required of the awardee to obtain the necessary permits.

15. **Liquidated Damages**

Estimated time of completion or schedule for this project – From the 'Notice to Proceed', the AV contractor will need 3~4 weeks to complete the project. This time frame includes ordering, receiving, scheduling, installation and Walthall commissioning & verifying the system.

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 $100.00 for each calendar day based on the negotiated schedule 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.

16. **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

17. **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. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

(A) Warranty shall contain the following:

a) Date, project title and number.
b) Contractor's name, address, telephone number and point of contact.
c) Title and number of each as-built document.
d) Signature of contractor, or its authorized representative.
e) Include the name of a contact person for service or maintenance and define the limits of the system warranty.

(B) During the System Warranty period, answer all service calls and requests for information within twenty-four (24) hours. Repair or replace faulty items and correct faulty workmanship on site within twenty-four (24) hours of all service calls.

(C) Conduct all warranty repairs and service at the job site unless in violation of manufacturer's warranty. In the latter event, provide substitute systems, equipment, and/or devices, acceptance to the Owner, for the duration of such off site repairs. Transport warranty materials, parts, and personnel to and from the job site at no additional cost.

(D) For products with manufacturer's warranties lasting more than two (2) year, register warranties in the Owner's name.

18. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

19. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

20. **Equipment/Service**

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public

in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid/proposal form.

21. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

22. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

23. **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.

24. **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 Proposal 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.

25. **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.

26. **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.

27. **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.

28. **Termination (Public Records Request)**

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

29. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Proposal Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your Proposal.

30. **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

31. **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 Sub-Contractor(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 Sub-Contractor(s) obtain and maintain until the completion of that Sub-Contractor(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: Paul R. Nobles, CPPO, CPPB
   Senior Purchasing Coordinator
   Office of Purchasing, 2nd FL, Room 11.101
   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.

32. **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.

PART A SUMMARY

This scope of work includes Integration of existing owner furnished equipment (OFE) (Existing) and installation of specified products, as well as incidental equipment, hardware and cabling required providing complete and fully functional systems. Furnish, deliver, erect, and connect all the material and equipment described herein and in the drawings, and also all other incidental material and tools, transportation, etc. required to make work complete, in accordance with these plans and specifications, as required to leave the system in first class operating condition, excluding those items designated WORK BY OTHERS (WBO) or NOT IN CONTRACT (NIC).

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to **provide and install a "turnkey"Public Safety Audio Visual Digital Upgrade.**

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide Public Safety Audio Visual Digital Upgrade that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be John Dosh, Division Manager, Public Safety. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a **Lump Sum Contract** after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal **shall** be directed to Paul R. Nobles, CPPO, CPPB, FCCM, FCN, Senior Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Monday, September 26, 2016
Mandatory Pre-Solicitation Conference	10:30 a.m. CDT, Tuesday, October 4, 2016
Final date for questions	5:00 p.m. CDT, Tuesday, October 11, 2016
Date for responses to questions	Thursday, October 13, 2016
Receipt of proposals	1:00 p.m. CDT, Thursday, October 20, 2016
Proposal Review Committee Meeting	2:30 p.m., CDT, Thursday, November 3, 2016
Discussions / Selection Committee Meeting	1:00 p.m. CST, Monday, November 21, 2016
1st Negotiation Committee Meeting	1:00 p.m. CST, Monday, November 28, 2016
2nd Negotiation Committee Meeting, if required	9:00 a.m. CST, Wednesday, November 20, 2016
Board of County Commissioners approval	Thursday, January 19, 2017

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original hard copy and one (1) electronic copy of the proposal shall be required, having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-1 INTRODUCTION – Tab 1

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-2 UNDERSTANDING OF THE PROJECT – Tab 2

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-3 METHODOLOGY USED FOR THE PROJECT – Tab 3

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-4 EXPERIENCE AND QUALIFICATIONS – Tab 4

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies the Project Coordinator (Manager), Lead Installer and all personell who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed

Provide reference names and phone numbers for similar projects your firm has completed.

QUALIFICATIONS

A. Proposer shall be an A/V systems contractor, normally engaged in the full time business of A/V systems installation. Show proof that Proposer has been in the communications system installation business for a period of no less than five years and has completed projects of similar size and scope. The Owner and/or Owner's representative reserves the right to reject any proposals submitted by firms without sufficient experience in projects of this size, complexity, or any other terms the owner or owner's representative may deem relevant.
B. No sub-contractor or contract employees will be permitted to perform the contractor's responsibilities as defined herein, unless specifically identified in the Proposal submission and approved by the Owner and/or Owner's representative. The contractor shall have sole responsibility for the satisfactory execution of the work, even though he may have sub-contracted a portion of the work, or had certain manufacturers install their own products.
C. The Contractor shall maintain the same project manager and lead installer throughout the course entire course of the project. If a personnel change is required the Contractor shall notify the Owner and/or Owner's representative and the General Contractor 30 calendar days prior to the change.

2-5 COST PROPOSALS – Tab 5

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

2-6 REQUIRED DOCUMENTS – Tab 6

- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification

PART III CRITERIA FOR SELECTION

Selection Criteria	Value
Most Responsive	33
Company Qualifications	33
Project Pricing	33

PART IV SCOPE OF WORK

PART 1 GENERAL

1. RELATED SECTIONS

   (A) The Drawings, General, Special and Supplementary Conditions of the Contract to the Work of this Section.

   (B) All project installation documents correspond to this Section.

   (C) The Specification Sections of other disciplines correspond to this Section, insofar as contractor coordination and the requirements for interconnection with the work of other contractors are required, and insofar as they apply.

   (D) Division 16000 – Electrical Systems

2. SYSTEM DESCRIPTION

   (A) Audio Reinforcement System consists of both existing & new loudspeakers, digital audio processing platform, audio power amplification, equipment cabinet, cabling, rigging materials, and wiring. Reference AV-101 & AV-102 schematic drawings and PART 2 of this specification.

   (B) The Video Image Magnification (IMAG) system consists of both existing & new motorized projection screens, projectors, switcher/scaler, tuners, digital matrix, HDBase T transmitters / receivers, cabling and connectors. Reference AV-101 & AV-102 schematic drawings and PART 2 of this specification.

(C) This scope of work includes Integration of existing owner furnished equipment (OFE) (Existing) and installation of specified products, as well as incidental equipment, hardware and cabling required providing complete and fully functional systems. Furnish, deliver, erect, and connect all the material and equipment described herein and in the drawings, and also all other incidental material and tools, transportation, etc. required to make work complete, in accordance with these plans and specifications, as required to leave the system in first class operating condition, excluding those items designated WORK BY OTHERS (WBO) or NOT IN CONTRACT (NIC).

(D) Verify dimensions and conditions at the job site prior to installation, and perform installation in accordance with these specifications, manufacturers' recommendations and all applicable code requirements.

(E) The AV systems include the following major new items:
a) Digital signal processors
b) AV Control Processors and Touch Panels
c) Digital AV matrix, HDBaseT transmitters & receivers
d) Digital to Analog converters
e) Cables, Connectors, Plates, and Wiring
f) Preparation of submittal information
g) Installation in accordance with the contract documents, manufacturer's recommendations, and all applicable code requirements
h) Initial tests and adjustments, demonstration for approval, final adjustments and documentation
i) Instruction of operating personnel; provision of manuals

(F) Provision of system testing, system documentation and instruction of Owner Personnel.

(G) Guarantees and Warranties.

3. REFERENCES

In addition to the references in Division 1, all requirements of the latest published edition, unless otherwise noted, including but not limited to the following, shall apply. In the event of conflict between cited or referenced standards, the more stringent shall govern.

a) National Electric Code (N.E.C).
b) Federal Communications Commission (F.C.C.) Rules and Regulations, Part 76.

c) Society of Cable Television Engineers (S.C.T.E.)
d) Society of Motion Picture and Television Engineers (S M P.T.E.)
e) American Society for Testing Materials (A.S.T.M.)
f) National Cable Television Association (N.C. T. A.)
g) Electronic Industries Association (E.I.A)
h) Telecommunications Industries Association (T. I.A.)
i) "Handbook for Riggers", 1977 Revised Edition, Newberry, W. G., Calgary, Alberta Canada.
j) "Basic Principles for Suspended Loudspeaker Systems", Technical Notes Volume 1, Number 14, JBL Professional.
k) Davis, Don and Carolyn, Audio system Engineering, Second Edition, Howard W. Sams and Co., Indianapolis, Indiana, 1986.
l) DOE Standard DOE-STD-1090-99 Hoisting and Rigging

4. SUBMITTALS - (AWARDED CONTRACTOR TO PROVIDE)

(A) Make each specified submittal as a coordinated package complete with all information. Uncoordinated sets will be returned without review.

(B) Cable and Connector Submittal: Submit sample cable with connections and wire labels. Cable sample should be 18" in length. Submit cable/connector assemblies for each type of cable to be used on the project. Manufacturer's cable jacket ID lettering must be included on the sample cable.

(C) Product Data: Submit manufacturer's product data sheets for each item of equipment that will be provided as part of this contract. Provide a complete list of proposed equipment broken down by system. Provide a budget summary page listing price by system. Binders shall be 3-ring binders sized to handle materials plus 34% excess. All cut sheets shall be arranged by system type and then by specification number with tabbed dividers between sections. A table of contents shall appear at the front of the binder.

(D) Submit heat load calculations showing how loads were derived if requested by Owner or Owners Representative.

(E) Custom Software Programming including Graphical User Interface (as required). Provide for approval at least two (2) weeks prior to system commissioning, electronic copies of all custom software. It is the Contractor's responsibility for all custom software programming for the systems they are controlling. Coordination with the Consultant is required for the development oF this software.

(F) Provide Panel Fabrication Details including panel engraving schedule to Owner and Consultant prior to ordering panels.

5. QUALITY ASSURANCE

(A) Review architectural, civil, structural, mechanical, electrical, and other project documents relative to this work.
(B) Verify all dimensions on the site.
(C) Coordinate the specified work with all other trades.
(D) Provide all items not indicated on the drawings or mentioned in the specifications that are necessary, required or appropriate for this work to realize complete, stable and safe operation.
(E) Review project documentation and continuously make known any conflicts discovered and provide all items necessary to complete this work to the satisfaction of the Owner and/or Owner's representative without additional expense. In all cases where a device or item or equipment is referred to in singular number or without quantity, each such reference shall apply to as many such devices or items as are required to complete the work.
(F) Provide additional support or positioning members as required for the proper installation and operation of equipment, materials and devices provided as part of this work as approved by the Owner and/or Owner's representative, without additional expense.
(G) Regularly examine all installation, and the work of others, which may affect the work to ensure proper conditions for the equipment and devices before their manufacture, fabrication or installation. Contractor shall be responsible for the proper fitting of the systems, equipment, materials, and devices provided as part of this work.
(H) Promptly notify the Owner and/or Owner's representative of any difficulties that may prevent proper coordination or timely completion of this work. Failure to do so shall constitute acceptance of installation as suitable in all ways to receive this work, except for defects that may develop in the work of others after its execution.
(I) The Systems Contractor shall maintain the same Project Coordinator (Manager) and Field Supervisor throughout the entire project. The Systems Contractor shall provide contact information to the client, AV Consultant, General Contractor and Electrical Contractor, for both parties prior to commencing on- site project work.
(J) Source Limitations: Obtain as many products as possible from a single manufacturer. Obtain each item as a completely newly manufactured unit, including necessary mounting hardware, manuals and accessories.

6. OWNER'S RIGHT TO USE EQUIPMENT

(A) The Owner reserves the right to use equipment, material and services provided as part of this work prior to final acceptance without incurring any obligation to:

a) Accept material and equipment or completed systems until all punch list work is completed and all systems are acceptable.
b) Pay additional cost or charge.
c) Commence the warranty period for any system or device provided as part of the work.

7. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

(A) Submit shop drawings, product data and samples together in one package within thirty (30) days after award of the Contract and prior to ordering equipment.

(B) Submit catalog data sheets, neatly bound with title page, space for submittal stamps, and tabbed dividers between Sections. Provide a complete list of proposed equipment. Provide a summary of pricing broken down by system. Denote all substitutions.

(C) Submit rack layouts indicating the proposed arrangement of mounted equipment including junction boxes and locations of conduit penetrations.

(D) Submit manufactured details of all custom fabricated items and approved equipment modifications. Include complete parts lists, schematic diagrams, and all dimensions required for proper assembly.

(E) Submit finish schedule indicating proposed color selections and finishes for custom fabricated items, wall plates and custom labels.

(F) Submit mounting and support details for all items mounted overhead, including loudspeakers complete with parts lists and dimensions. Include a full plan view, front elevation and side elevation of each unique item with corresponding support structure and mounting hardware.

(G) Approval of shop drawings or submittal indicates only the acceptance of the manufacturer and quality. Specific requirements, arrangements, and quantities still must comply with the intent of the contract documents as interpreted by the Owner and/or Owner's representative unless specifically approved in writing.

(H) Submittals, which are incomplete, deviate significantly from the requirements of the Contract Documents, or contain numerous errors, will be returned without review for rework.

8. PROJECT RECORD DRAWINGS (As Built Drawings)

   (A) Approved shop drawings, updated to accurately document the final conditions of the system installation. Legibly mark to record actual installation:

      a) Field changes of dimension and detail.
      b) Changes made by Revision Order, Directive or other modifications.
      c) Details not in original contract drawings.
      d) Any other miscellaneous items installed under this contract. At a minimum, the ends of each line should have the type of termination, coordinate and elevation indicated.
      e) Layouts of system devices showing actual device locations.
      f) Results of all Field Quality Control Tests in this Section.

9. OPERATION MANUALS

   (A) Operation manuals shall include, but not limited to the following sections:

      a) Table of Contents.
      b) Typed description of system including key features and operational concepts (e.g. remote control features, switching functions, and mixing capabilities).
      c) Setup diagrams and typed instructions for use in typical situations as directed by the Owner.
      d) Small scale plans showing locations and circuit numbers for all system outlets and receptacles.
      e) Single-line block diagrams showing all major components of the systems.
      f) Manufacturer's operation manuals for user-operated equipment (tape decks, processors, communication equipment, etc.).

10. MAINTENANCE MANUALS

   (A) Provide the owner any maintenance manuals that come packaged with equipment.

11. PROJECT CONDITIONS

   (A) If project conditions indicate a need to vary from the Specifications or Drawings, notify the Owner and/or Owner's representative, make recommendations, and proceed with the necessary changes only after receipt of approval from the Owner and/or Owner's representative.

(B) All accessories provided by equipment manufacturer shall retain the property of the owner. Collect, inventory and present to owner after Acceptance Testing.

12. WORK BY OTHERS (WBO, BY OTHERS) NOT IN CONTRACT (NIC)

(A) As noted on drawings and in project documentation

PART 2 PRODUCTS

1. GENERAL

(A) All equipment, except OFE, and materials shall be new, latest version at time of Proposal, and shall conform to applicable UL, CSA, or ANSI provisions. Re-manufactured or "B" stock equipment will not be accepted without prior written consent from the Owner and/or Owner's representative. Evidence of unauthorized re-manufactured, or "B" stock equipment on the project site will be deemed evidence of the contractor's Failure to Perform the Work. Take care during installation to prevent scratches, dents, chips or disfiguration.

(B) Regardless of the length or completeness of the descriptive paragraph herein, each device shall meet all of its published manufacturer's specifications. Verify performance as required.

(C) Asbestos Prohibition: No Asbestos containing materials shall be used under this section. The contractor shall insure that all materials incorporated in the project are Asbestos free unless specifically authorized in writing by the Owner and/or Owner's representative.

(D) All products listed below are listed for sole source information and establishment of the level of quality required by this project. Refer to the project drawings to establish quantities.

(E) Install all rack mounted equipment with black steel 10-32, button head machine screws with plastic cup washers protecting equipment panel. Do not over torque, round out, strip or mar screws.

(F) Provide and install an escutcheon ring around all pipes, poles and mounts that penetrate the ceiling. Color to be determined by owner.

(G) Some rack-mounted equipment may require shaft locks, covers, or removal of knobs; provide and install during Acceptance Testing

(H) Provide plastic permanent approved labels at the front and rear of all rack-mounted power amplification and signal processing equipment. Mount labels on the equipment rack or equipment chassis, and attach in a neat, plumb, and permanent manner. Embossed labels will not be accepted. Label equipment with schematic enumeration reference, and with descriptive information regarding its function or area it is serving. Similarly, provide permanent approved labels at the rear only of equipment mounted in furniture consoles.

(I) All engraving shall be 1/8" block lettering unless noted otherwise. On

dark panels or pushbuttons, letters shall be white. Letters shall be black on stainless steel, brushed natural aluminum plates or light-colored push buttons.

(J) All accessories provided by equipment manufacturer shall retain the property of the owner. Collect, inventory and present to owner after Acceptance Testing.

(K) Per IEC-268 standard, all XLR connectors not mounted on equipment shall be wired pin 2 hot (high), pin 3 (low), and pin 1 screen (shield).

2. AUDIO SYSTEMS MATERIALS

(A) The materials or description of work in this section is typical for all systems in this section and all following specification sections.

(B) All equipment items required providing a fully functional system may not be listed below. Confirm your Proposal includes all listed equipment, equipment documented in the system drawings and any required equipment not listed or shown. Report any missing equipment required to the Owner or Owner's representative prior to submitting your proposal.

(C) Mounting Hardware exposed to the weather shall be aluminum, brass, and epoxy painted galvanized steel, or stainless steel. Apply corrosion inhibitor to all threaded fittings.

(D) Integrate new components into existing equipment racks. Remove existing components no longer required and deliver to the Owner.

(E) Provide re-programming of the existing Crestron AV control system in the base Proposal if ESCAMBIA COUNTY elects not to purchase the new designed/specified Extron AV control system (Proposal Alternate 1). Provide programming of the new Extron AV control system if ESCAMBIA COUNTY elects to purchase Proposal Alternate 1. Both re-programming of the existing Crestron control system or new programming of the Extron control system must be performed by a certified programmer. In either case, a sub-contractor of the awarded proposer may be used upon approval of the Owner and Owner's representative.

(F) AV Contractor to provide & install new cabling as required to support the new components.

(G) Verify with system drawings, on-site inspection and requirements to provide a fully functional system.

3. CABLES AND CONTROL WIRING

(A) All electrical conductors installed under this contract, except where otherwise specified, shall be soft drawn annealed stranded copper having a conductivity of not less than 98% of pure copper and shall be Anaconda, Triangle, General or approved equal for power, and Alpha, Belden, or West Penn for low voltage. Cables in plenum rated

ceilings outside conduit shall be similar to those listed above, except plenum rated.

(B) All cables that are not in conduit and are run through plenum rated spaces shall be plenum rated cable of the gauge and conductor count required for the application.

4. FABRICATION

(A) Equipment Racks

a) Pre-assemble and test all racks before delivery to the job site, provide a written report on pre-assembly and test results to Owner/Owner's Representative.

b) Verify the depth of each rack prior to assembly to ensure that mounted equipment will fit completely inside with the front and rear door closed.

5. SOURCE QUALITY CONTROL TESTS

(A) Use the following test equipment meeting the following minimum specifications to perform the Source Quality Control Tests and Field Quality Control Tests. Furnish the same test equipment for the performance of Acceptance Testing.

a) Digital Multimeter
DC to 20 kHz bandwidth
300 V range, 100 mV resolution 10 megohms input impedance
Direct reading of dBm across 600-ohm load DC resistance to .1 ohm
Dual Trace Oscilloscope *(if required or requested)*
100 MHz bandwidth
1 mV/CM sensitivity
Dual time base capability

b) Sine/Square Wave Generator
5 Hz to 5 kHz bandwidth
Output level of 0 dBm with less than .5% THD

c) Impedance Bridge
Range: 1 ohm to 1 megohm
Three test frequencies, minimum, ranging from 250 Hz to 4 kHz

d) Sound Level Meter
ANSI Type 2 with one-octave filter set

(B) Measurements

a) Measure and record impedances curves for each loudspeaker line entering rack at 1000 Hz.

b) Grounding System tests as described in the Technical Systems Specification.

6. MISCELLANEOUS CONNECTORS

(A) Certain connectors not identified in specific paragraphs, or indicated on the drawings, are specified by generic "type". At all times, match connector types used in adjacent project areas, including existing audio, television and audiovisual systems.
   a) D(*)F - Switchcraft D(*)F or Neutrik NC(*)F
   b) D(*)M – Switchcraft D(*)M or Neutrik NC(*)MP
   c) TRS-F - Switchcraft 121
   d) TRS-M - Switchcraft 280 or Neutrik NP3C-BAG
   e) TRS-FJ - Switchcraft 14B or Neutrik NJ3FP6C-BAG
   f) S4FC - Neutrik NL4FC
   g) S4MP - Neutrik NL4MP
   h) BNC - Canare BCJ-R
   i) BNCL - Canare BCP-S4
   j) BNC-R - Canare BCJ-RU

PART 3 EXECUTION

1. INSTALLATION

(A) Verify existing conditions before starting work.
(B) Remove existing AV equipment per the design documents and deliver to the Owner.
(C) Execute all work in accordance with Part 1.3 References in this guideline, and with all local and state codes, ordinances, and regulations.
(D) Install equipment according to manufacturer's recommendations.
(E) Install all rack-mounted equipment with black steel 10-32, button head machine screws, using plastic cup washers to protect equipment panel.
(F) Rack mounted equipment shall be mounted into racks and fully wired and tested, before delivery to job site. *(Does not apply when racks are existing)*
(G) Install flat black blank panels in all unused rack positions. Use no larger than a two space panel.
(H) Ensure that levels and impedances are properly matched between components.
(I) Choose colors and finishes of all exposed and custom fabricated items and labels to blend in with the surroundings as approved by the Owner and/or Owner's representative.
(J) Firmly and permanently attach electrical boxes, enclosures and permanent equipment to the building. Rigidly mounted equipment and devices shall be level, plumb and square.
   a) Set "flush-mounted" units so that the face of the cover, bezel, or escutcheon is in the same plane as the surrounding finished

surface.

b) Mount boxes, panels and trim so that there are no gaps, cracks, or obvious lines between the trim and the adjacent finished surface, and ready them to receive final finish, as applicable.
c) Provide access panels where needed to access boxes, panels and enclosures in walls or ceilings, as indicated and dimensioned on the shop drawings.
d) Finish panels to match the surrounding surfaces.

(K) Supports and mounts for equipment to be installed over public areas shall be permanently attached to suitable building structure adequate to support the equipment loads with a safety factor of at least five.

(L) Use attachment hardware with a minimum SAE Grade 5 load rating. Do not use formed eyebolts or lag screws for support or connection of suspended equipment.

(M) Verify capacity of mounting methods used in the work and associated liabilities. All attachments, attachment points, reinforcement requirements, and hardware selection shall be executed in accordance with the references in PART 1.

2. GROUNDING, SHIELDING AND ISOLATING

(A) Mount and enclose all electrical and electronic equipment in metal enclosures, pedestals or equipment racks.

(B) All junction boxes shall be bonded to the building safety ground.

(C) Use EMT type conduit for all wiring outside of equipment racks except plenum rated wiring above a lay-in ceiling, and outdoor conduits and raceways, where separate insulated ground wiring shall be supplied.

(D) Use flexible conduits and PVC fittings to provide insulated connections of the building electrical raceways to equipment racks. Mount all equipment racks at the job site in a manner that provides electrical isolation from the building structure and electrical raceways.

(E) Electronics racks and cabinets shall be boned to the isolated ground technical power system only. Refer to Section 16770 for coordination and test with the Electrical Contractor.

(F) In the case where a metal equipment cabinet or rack is located on a suspended, concrete or bonded flooring system, the enclosure shall be placed on a Santoprene isolating mat with a minimum thickness of 3/32" and a Durometer of 80A,.

3. WIRING PRACTICES

(A) Where specific instructions are not given, perform all wiring in strict adherence to standard broadcast and sound engineering practices in accordance with the references listed in PART 1.

(B) Group all wiring into the following classifications by power level or signal type:

a) Microphone Level: less than -20 dBm.
b) Line Level Audio and DC Control Circuits: -20 dBm to +30 dBm.
c) Speaker Level: greater than +30 dBm.
d) AC Mains Power Circuits

(C) Separate wiring of differing classifications by at least six (6) inches, wherever possible. Wherever lines of differing classification must come closer together than six (6) inches, cross them perpendicular to each other.

(D) Neatly harness wires together within racks by power level classification using horizontal and vertical wiring supports as required. Rigidly support all wires within 6" of fixed connection points. Leave service loops of sufficient lengths to allow rack hinges or slides to fully extend to facilitate access to rear panel connectors from the front of each rack. Do not use self-adhesive anchor pads for support of cables.

(E) Observe consistent polarity throughout the audio systems as follows:
a) Use only balanced differential inputs throughout all audio systems unless otherwise noted.
b) Use approved transformers where directed to reduce objectionable system noise to acceptable levels.

(F) Exercise care in wiring to avoid damaging the cables and equipment. Use grommets around cutouts and knockouts where conduit or chase nipples are not installed. Use bushings where conduit terminal connections are exposed in or out of junction boxes.

(G) Cut off unused wire ends approximately one-half inch (1/2") past the wire jacket. Fold them back over the jacket, and secure in place with heat-shrink tubing. In multi-conductor cables, preserve all unused conductors for future use. Failure to do so may result in replacement of cables at the contractor's expense.

(H) Provide a minimum 6" service loop or enough cable to allow for three (3) subsequent terminations which ever is greater.

(I) All cable jacket exposed stripped ends shall be dressed with the appropriate sized heat shrink.

(J) All drain cables shall be protected from the jacket strip to the point of termination. Exposed bare wire is not acceptable.

(K) Make all connections using rosin-core solder in conjunction with approved mechanical connectors unless other is specified by manufacturer. Connect microphone, control, and line level wiring through approved connectors. Connect speaker level wiring using approved terminal barrier strips. Mount all terminal devices on a non-conductive (electrically) rigid surface. Provide 10% spare terminals at each location. Label each terminal with a unique number.

(L) Make all power amplifier output connections directly into amplifier binding posts, friction fit connectors are not acceptable. In the event the amplifier doesn't have binding posts, and has barrier strip connections, crimp and solder the appropriate fork lug to the cable

and torque screws to manufacturer's specification.

(M) All fiber optic cable splicing shall utilize the fusion splice method. The maximum allowable loss per fusion splice shall be 0.5 dB.

4. LABELING

(A) Label products in a logical, legible, and permanent manner corresponding to the Drawings. Wording, format, style, color, and arrangement of text will be subject to the Owner and/or Owner's representative's approval. Submit samples and labeling schedule for approval. Labeling will be verified at final adjustment and equalization

(B) Label all wall plates for input, output, and control receptacles as well as connector mounting plates in all boxes using 1/8" engraved lettering filled with black or contrasting paint, as approved.

(C) Use engraved plastic labels similar to Lamicoid, squarely and permanently attached, to label the following:
   a) Patch panel designation strips.
   b) Front and back of all rack mounted equipment including controls
   c) Barrier strips, terminals, transformers, switches, relays, volume controls, and similar devices.

(D) Label pushbutton switches with engraved lettering filled with contrasting color paint.

(E) Label all permanently installed wires on both ends with approved permanent clip-on type or sleeve type markers. Wrap-around adhesive labels will not be accepted unless completely covered with clear heat shrink tubing.

(F) Label all portable equipment with engraved block letters using initials and/or words. Label all portable cables similarly with printed heat-shrinkable tags located 12 inches from the male connector end. Verify lettering through the Owner and/or Owner's representative prior to engraving or printing.

(G) Label access panels and backboards with designations corresponding to the drawings. Where devices are concealed above access ceilings, provide permanent lamicoid labels, on the ceiling supports corresponding to the drawings in finishes and sizes approved by the Owner and/or Owner's representative.

5. FIELD QUALITY CONTROL TESTS

(A) Maintain a competent supervisor and supporting technical personnel, acceptable to the Owner and/or Owner's representative during the entire installation.

(B) Before connecting any equipment to AC power outlets, measure the AC voltages between hot, neutral, and ground and verify correct voltage and polarity of AC power. Equipment damaged by

connecting to improperly wired outlets shall be replaced at no addition cost to the Owner.

(C) Upon completion of the system installation, it shall be the responsibility of the contractor to perform the necessary adjustments and balancing of all signals and amplifier gain, and other level controls to ensure proper system operation. The Owner shall physically inspect the system and/or Owner's representative to assure that all equipment is installed in a neat and workmanlike manner as called for by the plans and specifications.

(D) Upon completion of initial tests and adjustments, notify the Owner and/or Owner's representative the system is ready for final equalization and acceptance testing.

6. TEST EQUIPMENT

(A) Provide the following test equipment on site, if required, during installation and available to the Owner and/or Owner's representative during final adjustment and acceptance testing:
   a) Digital Multi-meter
   b) 100 MHz Dual Trace Storage Oscilloscope
   c) Video Test Pattern Generator *(XGA, Component, YC and Composite)*
   d) Sine/Square Wave Generator
   e) Impedance Bridge
   f) Sound Level Meter - ANSI Type 2 with one-octave filter set

7. FINAL ADJUSTMENT AND EQUALIZATION

(A) Schedule a time for the Owner and/or Owner's representative to perform the Final Adjustment and Equalization. Notify the Owner and/or Owner's representative and Consultant at least twenty one (21) days in advance.

(B) Furnish project lead installer to assist the Owner and/or Owner's representative during the Final Adjustment and Equalization.

(C) Audio Systems acceptance tests shall employ an approved sound level meter, and spectrum analyzer and digital multi-meter to be provided by the contractor. Measurements shall be made at the combined output of the amplifiers and at selected locations throughout the facility.

(D) Video Systems acceptance tests shall employ and approved video test pattern generator, PC with min. XGA output and a 100MHz dual trace storage oscilloscope. Measurements shall be made at the point of signal origination and compared to signal at the display device. Minimum requirements at the display device shall be a rise time no greater then 7.5ns (5ns preferred) and amplitude of .7 volts.

(E) Record final settings on all equipment and submit with contract closeout documents.

8. CLEAN UP

(A) Remove all unnecessary tools and equipment, unused materials, packing materials, and debris from each area where Work has been completed on a daily basis unless designated for storage.

(B) Clean all areas around system equipment and be sure that the inside of each equipment rack is free of cut wire ends, solder splatters, and other debris.

9. DEMONSTRATIONS AND TRAINING

(A) Furnish a technician who is qualified to operate and maintain the systems specified in this Section to instruct Owner designated personnel regarding the design features and proper operation of the systems.

(B) Furnish the same technician/instructor during the first formal use of each system to further instruct and assist Owner personnel in system operation.

(C) Upon completion of the Work, the Owner and/or Owner's representative may elect to verify test data as part of the acceptance procedure. Provide personnel and equipment, at the convenience of the Owner and/or Owner's representative, to reasonably demonstrate system performance and to assist with such tests without additional cost to the Owner and/or Owner's representative.

10. FINAL PROCEDURES

(A) Perform any and all remedial work to correct inadequate performance or unacceptable conditions of, or relating to any of this work, as determined by the Owner and/or Owner's representative, at no additional expense to the Owner and/or Owner's representative.

(B) Furnish all portable and loose equipment to the Owner along with complete documentation of the materials presented. All portable equipment shall be presented in the original manufacturers packing, complete with all included instructions and miscellaneous manuals and documents.

(C) Test Reports and Certificates:

a) Document all acceptance testing, calibration and correction procedures described herein with the following information:

b) Parameters measured and their values, including values measured prior to calibration or correction, as applicable.

c) Parameters associated with calibration or corrective networks, components, or devices.

d) All software shall have certified backups and escrow provisions

reviewed with the Owner and/or Owner's representative and equipment supplier.

e) Provide all operational software, configuration files, source code, and final settings and adjustment, in Compact Disc format, sleeved in the final documentation binder. The configurations, and source code become the sole property of the owner at project completion

f) A list of all equipment, indicating manufacturer, model number, serial number and equipment location (rack/room number). Update following acceptance testing if modified.

(D) Present, review and clarify all materials to the Owner and/or Owner's representative and/or operating personnel and fully demonstrate the operation and maintenance of the systems, equipment, and devices specified herein.

(E) Check, inspect, and if necessary, adjust all systems, equipment, devices and components specified, at the Owner's convenience, approximately thirty (30) days after the Owner acceptance of this work.

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

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 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Request for Proposal

Public Safety Audio Visual Digital Upgrade

SOLICITATION NUMBER: PD 15-16.105

SOLICITATION

MAILING DATE: Monday, September 19, 2016

PRE-PROPOSAL CONFERENCE: A **Mandatory** Pre-Solicitation Conference will be held beginning at **9:00 a.m. CDT, Monday, October 3, 2016 at Escambia County Road Department Large Conference, 601 Highway 297A, Cantonment, FL 32533 with Nine (9) mandatory site visits.**

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, Wednesday, October 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 RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
EMAIL: _____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

PROPOSAL BOND ATTACHED
$_____

~~I certify that this offer is made without prior understanding, agreement,~~ or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(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.***

Video System Equipment – Base Proposal			
Qty	Make	Model	Description
1	Extron	6400	XTP 6400 frame
26	Extron	60-1043-12	XTP HDMI Transmitter
23	Extron	60-1043-13	XTP receiver HDMI output
8	Extron	60-1064-01	DVI to Analog RGB Video Interface
1	Extron	60-1304-01	HDMI~SDI converter
1	Extron	60-1316-01	3 input annotator
4	Extron	60-1324-01	H.264 Streaming Media Processor

Video System Equipment – Base Proposal			
Qty	Make	Model	Description
1	Extron	60-1343-02	15" Tabletop TouchLink Pro Touchpanel
1	Extron	60-884-01	SDI 1 x 4 DA
6	Extron	70-1112-01	XTP 4 Input HDMI w/ Stereo Audio
6	Extron	70-1113-01	4 Output Board, HDMI w/ Stereo Audio
7	Extron	70-940-01	4 input XTP board
6	Extron	70-943-01	4 output XTP board
2	Extron	70-944-01	4 output audio board
2	Intellinet Solu	560566	Intellinet Solutions POE + supply
1	Panasonic	AW-UE70	PTZ HD camera (SDI-HDMI-H.264)
1	ToteVision	LED-1561TR	15" rack mount monitor
AR	Contractor	Misc	Materials & connectors
AR	Contractor	Cabling	Wire & cable
AR	Contractor	Rigging	Rigging materials
AR	Contractor	Labor & Training	Installation Labor, Programming & Training
Audio System Equipment – Base Proposal			
Qty	Make	Model	Description
2	QSC	Core 110f	Q-SYS Core 110f processor
2	Shure	QLXD24/SM58	Handheld SM58 Wireless Microphone System
2	Shure	QLXD14/85	Lavalier Wireless Microphone System
1	Shure	UA844SWB	UHF 4-Way Antenna Splitter & Power
AR	Contractor	Misc	Materials & connectors
AR	Contractor	Cabling	Wire & cable
AR	Contractor	Labor & Training	Installation Labor & training

Lump Sum Proposal / Scope of Work / Base $ _____

Control System – Proposal Alternate #1			
Qty	Make	Model	Description
2	Extron	60-1418-01A	IPCP Pro 550 IP Link Pro Control Processor
1	Extron	60-1415-01	IR Pro controller 8 port
1	Intellinet Solu	560566	Intellinet Solutions POE + supply
1	Extron	60-1414-01	RS232 controller 6 port
1	Extron	60-1343-02	15" Tabletop TouchLink Pro Touchpanel
AR	Contractor	Programming	Programming labor
AR	Contractor	Misc	Materials & connectors
AR	Contractor	Cabling	Wire & cable
AR	Contractor	Labor & Training	Installation Labor & training

Proposal Alternate #1 (Control System) $ _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

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 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Request for Proposal

Public Safety Audio Visual Digital Upgrade

SOLICITATION NUMBER: PD 15-16.105

SOLICITATION

MAILING DATE: Monday, September 19, 2016

PRE-PROPOSAL CONFERENCE: A **Mandatory** Pre-Solicitation Conference will be held beginning at **9:00 a.m. CDT, Monday, October 3, 2016 at Escambia County Road Department Large Conference, 601 Highway 297A, Cantonment, FL 32533 with Nine (9) mandatory site visits.**

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, Wednesday, October 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: 59-1834097

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE 45 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Pro Sound, Inc.
ADDRESS: 8812 Grow Drive
CITY, ST. & ZIP: Pensacola, FL 32514
PHONE NO.: (850) 476-7600
EMAIL: bsmith@prosound.net
FAX NO.: (850) 476-0600

REASON FOR NO OFFER:

PROPOSAL BOND ATTACHED
$ 5% of Bid

~~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)
Lisa Layne, CFO/Asst. Sec'y
**
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.***

Video System Equipment – Base Proposal			
Qty	Make	Model	Description
1	Extron	6400	XTP 6400 frame
26	Extron	60-1043-12	XTP HDMI Transmitter
23	Extron	60-1043-13	XTP receiver HDMI output
8	Extron	60-1064-01	DVI to Analog RGB Video Interface
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Qty	Make	Model	Description
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2	Extron	70-944-01	4 output audio board
2	Intellinet Solu	560566	Intellinet Solutions POE + supply
1	Panasonic	AW-UE70	PTZ HD camera (SDI-HDMI-H.264)
1	ToteVision	LED-1561TR	15" rack mount monitor
AR	Contractor	Misc	Materials & connectors
AR	Contractor	Cabling	Wire & cable
AR	Contractor	Rigging	Rigging materials
AR	Contractor	Labor & Training	Installation Labor, Programming & Training
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Qty	Make	Model	Description
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2	Shure	QLXD24/SM58	Handheld SM58 Wireless Microphone System
2	Shure	QLXD14/85	Lavalier Wireless Microphone System
1	Shure	UA844SWB	UHF 4-Way Antenna Splitter & Power
AR	Contractor	Misc	Materials & connectors
AR	Contractor	Cabling	Wire & cable
AR	Contractor	Labor & Training	Installation Labor & training

Lump Sum Proposal / Scope of Work / Base $ 249,500.00

Control System – Proposal Alternate #1			
Qty	Make	Model	Description
2	Extron	60-1418-01A	IPCP Pro 550 IP Link Pro Control Processor
1	Extron	60-1415-01	IR Pro controller 8 port
1	Intellinet Solu	560566	Intellinet Solutions POE + supply
1	Extron	60-1414-01	RS232 controller 6 port
1	Extron	60-1343-02	15" Tabletop TouchLink Pro Touchpanel
AR	Contractor	Programming	Programming labor
AR	Contractor	Misc	Materials & connectors
AR	Contractor	Cabling	Wire & cable
AR	Contractor	Labor & Training	Installation Labor & training

Proposal Alternate #1 (Control System) $ 30,000.00

Annual Maintenance Agreement per year (3% maximum annual support cost escalation) $ 16,250.00

Mfg. Price List _____ 15 % off

Mfg. Price List _____ 15 % off
(attach additional sheets as necessary)

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposing period:

Addendum No. 1 Date 10/11/16 Addendum No._____ Date_____

Addendum No._____ Date_____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number 579055

Occupational License No. 4341723

Florida DBPR Contractor's License, Certification and/or Registration No. ES0000149

Type of Contractor's License, Certification and/or Registration Specialty Electrical Contractor

Expiration Date: 8/31/2018

Person to contact concerning this proposal: Brian Smith

Phone 850-476-7600

Email bsmith@prosound.net

Person to contact for emergency service: Brian Smith

Phone 850-476-7600 or 85-572-6893

Email bsmith@prosound.net

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11391 **County Administrator's Report 12. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Outdoor Advertising Sign Site Lease
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Outdoor Advertising Sign Site Lease - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to execute the Lease Agreement, PD 16-17.013, Outdoor Advertising Sign Site Lease with Bill Salter Advertising, Inc,. for a period of 36 months; for a monthly lease payment to Escambia County of $xxxx; for an annual amount of $xxxxx, for property to be used for outdoor advertising.

[Funding: Fund 001, General Fund, Revenue Account 362003, Rents and Leases]

BACKGROUND:

The Request for Proposals PD 16-17.013 was advertised in the Pensacola News Journal on Monday November 14, 2016. Two firms were notified on Monday, November 14, 2016. One response was received on Monday, December 5, 2016. Bill Salter Advertising Inc. is the current lease holder for the site and the permit holder with the State of Florida for the outdoor advertising site.
The Proposal Review and Selection Committee recommends the acceptance of the proposal from Bill Salter Advertising Inc.

BUDGETARY IMPACT:

Funding: General Fund 001, Revenue Account 362003, Rents and Leases

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared by Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Sec. 137 Lease of County Property.

IMPLEMENTATION/COORDINATION:

The Request for Proposals PD 16-17.013 was advertised in the Pensacola News Journal on Monday November 14, 2016. Two firms were notified on Monday, November 14, 2016. One response was received on Monday, December 5, 2016. Bill Salter Advertising Inc. is the current lease holder for the site and the permit holder with the State of Florida for the outdoor advertising site.
The Proposal Review and Selection Committee recommends the acceptance of the proposal from Bill Salter Advertising Inc.

Attachments

Solicitation

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

OUTDOOR ADVERTISING SIGN SITE LEASE

SPECIFICATION NUMBER PD 16-17.013

Proposals Will Be Received Until: **3:00 p.m. CST, Monday, December 5, 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
Attention: Claudia Simmons, Purchasing Manager

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

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Claudia Simmons, Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4987
F: 850.595.4805
e-mail: casimmons@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSAL
PROPOSAL CHECKLIST
OUTDOOR ADVERTISING SIGN SITE LEASE
SPECIFICATION PD 16-17.013

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM **WITH ORIGINAL SIGNATURE**)
- PROPOSAL FORM **(WITH ORIGINAL SIGNATURE**)
- BID SURETY (CHECK)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- 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

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR PROPOSALS LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.

DO NOT RETURN WITH YOUR PROPOSAL.

OUTDOOR ADVERTISING SIGN SITE LEASE
PD 16-17.013

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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Solicitation, Offer and Award Form *	4
Proposal Form *	5
Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes **	6,7
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Outdoor Advertising Sign Site Lease Agreement	19-22
Exhibit “A” Property Leased Legal Description	23
Exhibit “B” Rent- Proposed—Proposed Fees	24

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Manager, Office of Purchasing
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, 2nd Floor, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

REQUEST FOR PROPOSALS

OUTDOOR ADVERTISING SIGN SITE LEASE SOLICITATION NUMBER: PD 16-17. 013

SOLICITATION

MAILING DATE: Monday, November 14, 2016

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CST, Monday, December 5, 2016 and 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 RECIEPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (_____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (_____)_____

REASON FOR NO PROPOSAL: _____

BID BOND ATTACHED $_____

~~I certify that this offer is made without prior understanding, agreement, or~~ connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it May now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the proposer's offer shall result in this proposal being rejected as non-responsive.

Dates		Minimum Bid		Proposed Fees	
From	To	Annual	Monthly	Annual Fee	Monthly Fee
12/11/16	12/10/17	$3,000.00	$250.00	$	$
12/11/17	12/10/18	$3,600.00	$300.00	$	$
12/11/18	12/10/19	$4,200.00	$350.00	$	$
12/11//19	12/10/20	$4,800.00	$400.00	$	$
12/11/20	12/10/21	$5,400.00	$450.00	$	$

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 _____

Bidder: _____

Address: _____

By: _____

Signature: _____

Title: _____

Person to contact concerning this bid:

_____

Phone _____

Fax _____

E-Mail Address: _____

Person to contact for disaster service:

_____

Cell _____

Home Phone _____

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 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.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State:_____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____E-mail:_____

Telephone Number: _____Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

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 Proposal 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/purchasing
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, 2nd Floor, 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 16-17. 013, "Outdoor Advertising Sign Site Lease", 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 Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Offeror to lease property for use as the site for outdoor advertising sign under the terms and conditions stated in the attached Agreement.

   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 cashier's check or certified check in the amount of One Thousand Dollars ($1,000.00) of the total offer.

Checks are to be made payable to Escambia County, Florida. The amount of the 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 proposal 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**

All questions shall be directed to Claudia Simmons, Purchasing Manager, Telephone # (850) 595-4987, Fax (850) 595-4805, Email casimmons@myescambia.com.

4. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form, Proposal Form (Exhibit "B") which shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration and be submitted in a sealed envelope, **with Original signatures** in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part I **General Information**
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Work Plan Control
1-15 Method of Payment

Part II **Information Required from Contractors**
2-1 Proposal Format and Content
2-2 Introduction
2-3 Experience and Qualifications

Part III **Criteria for Selection**

Part IV **Outdoor Advertising Sign Site Lease Agreement**

Exhibit “A” Property Leased Legal Description
Exhibit “B” Rent

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Offeror to lease property for use as the site for outdoor advertising sign under the terms and conditions stated in the attached Outdoor Advertising Sign Site Lease Agreement.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Advertising Agency provider to develop a strategy for marketing advertising services that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be Angela Crawley, Program Coordinator, County Administration. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a firm fixed price contract **after** negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Claudia Simmons, Purchasing Manager, Telephone (850) 595- 4987, Email casimmons@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Monday, November 11, 2016
Receipt of proposals	3:00 p.m. CST, Monday, December 5, 2016
Review of proposals	3:30 p.m. CST, Monday, December 5, 2016
Board of County Commissioners approval	Thursday, December 8, 2016

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original and One (1) CD of the proposal shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals; however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal May be rejected.

2-3 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,

Provide reference names and phone numbers for similar projects your firm has completed

PART III CRITERIA FOR SELECTION

1. Experience and qualifications
2. Proposed Methodology
3. Fees negotiated as per minimum fees Exhibit “B”

PART IV OUTDOOR ADVERTISING SIGN SITE LEAST AGREEMENT

Escambia County Board of County Commissioners has determined that it is in the best interest of the County to lease the property for use as the site for an outdoor advertising sign under the terms and conditions stated in this agreement.

OUTDOOR ADVERTISING SIGN SITE
LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between _____ ("Lessee") and Escambia County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, the County is the owner of certain real property (Property) in Escambia County described below; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the County to lease the Property for use as the site for an outdoor advertising sign under the terms and conditions stated in this Agreement;

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

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

2. Property Leased. The County leases to Lessee the property described in the attached Exhibit A for use as the site for an outdoor advertising sign ("Property").

3. Term. The initial term of the Lease shall be for five (5) years, commencing on _____, 2016 (Effective Date) and ending on _____, 2021.

4. Rent. Lessee shall pay to the County on or before the first of each month, rent as described in the attached Exhibit B.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Lessee first obtains written authorization from the County. Lessee shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, Lessee shall remove all improvements installed on the Property by Lessee and return the Property to the condition that existed immediately prior to Lessee's possession of the Property.

6. Maintenance, Utilities, and Taxes. Lessee shall be responsible for routine maintenance of the Property and any improvements and for ensuring that the Property is kept in a neat, safe, and orderly condition. Lessee shall be responsible for all utilities and associated service charges and all taxes and assessments associated with Lessee's use of the Property.

7. Inspection. Lessee shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Lessee accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

DRAFT DOCUMENT REVISIONS MAY BE MADE BASED ON NEGOTIATIONS

8. Indemnification. Lessee agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to Lessee's use or possession of the Property.

9. Insurance. Lessee shall provide, at its own expense, insurance to cover any damage sustained by the Property or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God.

During the term of the Lease, Lessee shall procure and maintain general liability insurance with $1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must show policies with insurers with a Secure A.M. Best rating and financial rating guide. Lessee shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages. All liability coverage shall be through carriers licensed to do business in the State of Florida.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32591-1591, as an "additional insured" and the certificate holder. **Certificates must be mailed to Robert "Bob" Dye, Risk Manager, Post Office Box 1591, Pensacola, Florida 32591-1591 and a copy faxed to Paul R. Nobles CPPO, CPPB, Purchasing Coordinator at (850) 595-4805**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

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

10. Use of Premises. Lessee shall use the Property solely as the site for an outdoor advertising sign and for no other purpose. County reserves the right to specify the routes to be used by Lessee for access to the Property and to change those routes at its discretion.

11. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party.

12. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Lessee under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place, Suite 420
Pensacola, Florida 32502

LESSEE:

DRAFT DOCUMENT REVISIONS MAY BE MADE BASED ON NEGOTIATIONS

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

13. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Lessee's use of the Property.

14. Compliance with Laws. Lessee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

15. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and Lessee after the date of this Lease. Lessee 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 this Lease.

16. Assignments and Subleases. This Lease shall not be assigned or subleased.

17. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

18. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

DRAFT DOCUMENT REVISIONS MAY BE MADE BASED ON NEGOTIATIONS

IN WITNESS WHEREOF, the County and Lessee have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

LESSEE

Witness _____

Print Name _____

Witness _____

Print Name _____ By: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____. He/She (_) is personally known to me, or (_) has produced current _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

_____
Printed Name of Notary Public

DRAFT DOCUMENT REVISIONS MAY BE MADE BASED ON NEGOTIATIONS

EXHIBIT “A”

Legal Description of Property

Commence at the northeast corner of Section 17, Township 2, South, Range 30 West, Escambia County, Florida; thence run South 02 degrees 08 minutes 47 seconds West along the east line of said Section 17 for 63.57 feet; thence run North 88 degrees 12 minutes 30 seconds West 258.14 feet; thence run North 83 degrees 21 minutes 41 seconds West 128.86 feet to the POINT OF BEGINNING of this description; thence continue North 83 degrees 21 minutes 41 seconds West for 21.85 feet; thence run South 02 degrees 09 minutes 09 seconds West for 42.35 feet; thence run South 83 degrees 48 minutes 11 seconds East for 35.58 feet; thence run North 15 degrees 19 minutes 32 seconds West for 45.62 feet to the point of beginning and termination of this description. All lying and begin in Section 17, Township 2 South, Range 30 West, Escambia County, Florida and containing 0.0278 acres more or less.

Rent- Proposed Fees
Exhibit "B"

See Solicitation and Offer Form

Page 1

Dates		Minimum Bid		Proposed Fees	
From	To	Annual	Monthly	Annual Fee	Monthly Fee
12/11/16	12/10/17	$3,000.00	$250.00	$	$
12/11/17	12/10/18	$3,600.00	$300.00	$	$
12/11/18	12/10/19	$4,200.00	$350.00	$	$
12/11/19	12/10/20	$4,800.00	$400.00	$	$
12/11/20	12/10/21	$5,400.00	$450.00	$	$

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11382 **County Administrator's Report 12. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Amendment of Agreement for Mayfair Algiers ENG1904, Phase 1
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for Mayfair Algiers ENG 1904 Drainage Project, Phase 1 - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Standard Road/Drainage Construction Contract between Escambia County, Florida, and Chavers Construction, Inc., for PD 15-16.064, Mayfair Algiers ENG 1904 Drainage Project, Phase 1, approved by the Board August 4, 2016, amending as follows:

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-Two Thousand Twenty-Five Dollars and Fifty Cents, $232,025.50~~
Two Hundred Thirty-Five Thousand Twenty-Five Dollars and Fifty Cents, $235,025.50

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Code 16EN3542]

BACKGROUND:

The agreement between Chavers Construction, Inc. and Escambia County, Florida, PD 15-16.064, Mayfair Algiers ENG 1904 Drainage Project, Phase 1, was approved by the Board on August 4, 2016.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Code 16EN3542]

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement.

Attachments

Amendment of Agreement

AMENDMENT OF STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT BETWEEN ESCAMBIA COUNTY, FLORIDA AND CHAVERS CONSTRUCTION, INC. (PD 15-16.064)

THIS AMENDMENT is made and entered into this day ___ of _____, 2016, 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 Chavers Construction, Inc., a for-profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on August 4, 2016, the County previously entered into an Agreement with Chavers Construction, Inc., relating to the Mayfair Algiers ENG1904 Drainage Project, Phase I, Specification No. P.D. 15-16.064 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have agreed to amend the Agreement to include the correct Contract Amount that was originally negotiated between the Parties; 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. The foregoing recitals are true and correct and incorporated herein by reference.

2. Paragraph 3 of the Agreement is hereby amended as follows:

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-Two Thousand Twenty-Five Dollars and Fifty Cents**~~
~~**$232,025.50**~~

Two Hundred Thirty-Five Thousand Twenty-Five Dollars and Fifty Cents
$235,025.50

3. 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. The effective date of this Amendment shall be on the date last executed by the parties.

5. 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.

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.

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

CONTRACTOR: Chavers Construction, Inc., a Florida corporation authorized to conduct business in the State of Florida

ATTEST: Corporate Secretary

By: _____
Ryan K. Chavers, President

By: _____
Secretary

Date: _____

(Corporate Seal)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/4/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11224 **County Administrator's Report 12. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Innerarity Island Sewer Material Purchase
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase Order for PD 16-17.007, Innerarity Island Sewer Material Purchase - Claudia Simmons, Manager, Office of Purchasing

That the Board approve the issuance of and authorize the County Administrator to sign a Purchase Order to Morrow Water Technologies, Inc., in the amount of $249,500, for the purchase of 100 Grinder Pump Stations for the Innerarity Island Sewer Project, PD 16-17.007, at a unit cost of $2,495.

[Funding: Fund 352, "IIDC Grant," Cost Center 110211, Object Code 56301]

BACKGROUND:

The Invitation to Bid PD16-17.007 advertised in the Pensacola News Journal on Monday, October 24. One bid was received on Tuesday, November 15, 2016.

These materials (grinder pump stations) are for the upgrade of the Innerarity Island sewer system. The Innerarity Island water and sewer system has been turned over to the County as the receiver of the system as the Innerarity Point Development Corporation has gone bankrupt. ECUA has agreed to accept the water and sewer system after certain repairs are made as recommend by the their engineering consultant. These grinder pump station have been identified by ECUA as materials which could be pre-purchased.

The materials are being pre-purchased ahead of a sewer construction project because we are trying to encumber an initial DEP grant by the end of the calendar year. Our grant consultant has advise us this would allow securing a second grant in the most expeditious manner. The next grant will include a construction contract to make repairs to the sewer system.

BUDGETARY IMPACT:

Funding: Fund,352 "IIDC Grant ", Cost Center 110211, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.The Invitation to Bid PD16-17.007 advertised in the Pensacola News Journal on Monday, October 24. One bid was received on Tuesday, November 15, 2016.

These materials (grinder pump stations) are for the upgrade of the Innerarity Island sewer system. The Innerarity Island water and sewer system has been turned over to the County as the receiver of the system as the Innerarity Point Development Corporation has gone bankrupt. ECUA has agreed to accept the water and sewer system after certain repairs are made as recommend by the their engineering consultant. These grinder pump station have been identified by ECUA as materials which could be pre-purchased.

The materials are being pre-purchased ahead of a sewer construction project because we are trying to encumber an initial DEP grant by the end of the calendar year. Our grant consultant has advise us this would allow securing a second grant in the most expeditious manner. The next grant will include a construction contract to make repairs to the sewer system.

IMPLEMENTATION/COORDINATION:

The Office of Purchase will issue the Purchase Order.

Attachments

Determination to Award

Bid tab

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Innerarity Island Sewer Material Purchase

Bid Number PD: PD 16-17.007

Opening Date/Time: Tuesfay November 15, 2016 / 3:00 p.m.

Purchasing Agent: Cluadia Simmons

Client Department: Traffic Design Group Dept. Director/Designee: Colby Brown

Protest Information: None

Note: Purchasing will advise of any Protest(s)

Requisition #_____ Verify

Fund: 352 "LOST III" Verify

Cost Center: 110211 Verify

Object Code: 56301 Verify

Project Number: N/A Verify

Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US
Date: 2016.11.21 09:12:12 -06'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation **Yes** ✔ **No**
Note: Attachments to Requisition shall Reference PD # 16-17.007

Comments Applicable to General Information Section:

(See Attached Tab Sheet)

SECTION 2 **- RECOMMENDED AWARD SECTION -**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

We recommend award of PD 16-17.007 to Morrow Water Technologies for the purchase of 100 grinder pump stations at a unit cost of $2,495.00 for a total cost of $249,500.00.*

* Bid quantity was 125; we are recommending only 100 be purchased

Unit Price Extensions Checked by: Dwight Austin

Digitally signed by Dwight Austin
DN: cn=Dwight Austin, o=Escambia County, ou=Traffic, email=daustin@myescambia.com, c=US
Date: 2016.11.21 08:31:21 -06'00'

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: None

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**

Dwight Austin

Digitally signed by Dwight Austin
DN: cn=Dwight Austin, o=Escambia County, ou=Traffic, email=daustin@myescambia.com, c=US
Date: 2016.11.21 08:32:31 -06'00'

Department Director/Designee Approval: Purchasing Manager/Designee Approval

Note 1: The Office of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Innerarity Island Sewer Material Purchase BID # PD 16-17.007**						
Bid Opening Time: 3:00 pm CST Bid Opening Date: November 15, 2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addendum	Sworn Statement Pursuant to Section 287.133(3) (a), FL Statutes on Entity Crimes	Fed. Forms and Certifications	Bid Amount
Morrow Water Technologies, Inc.	X	X	X	X	X	X	$311,875.00
							$2,495/ea.
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager		DATE: November 15, 2016				
BIDS TABULATED BY:			DATE: November 15, 2016				
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate		DATE: November 15, 2016				

UNDER REVIEW

CAR II DATE **BOCC 12/08/2016 DATE**

The Purchasing Manager recommends to the BCC: To award a Purchase Order to Morrow Water Technologies Inc. in the amount of $249,500 for 100 units @ $2,495.each

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: _____

Posted on 11/282016 @ 4:00 am, CST CS/ah

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11276 **County Administrator's Report 12. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Acceptance of Baywalk Subdivision Retention Area for Permanent Maintenance Funded Through the Establishment of a Stormwater Management MSBU
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Baywalk Subdivision Retention Area for Permanent Maintenance, Funded Through the Establishment of a Stormwater Management Municipal Services Benefit Unit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property, a platted retention area, located in the Baywalk Subdivision:

A. Accept the retention area as depicted on Plat Book 14, Page 17 (a 0.10 acre dry retention pond) for permanent County maintenance; the cost of maintenance for drainage improvements is to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

B. Authorize the Chairman or Vice Chairman to accept the Special Warranty Deed as of the day of delivery of the Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

BACKGROUND:

Baywalk Subdivision, built in 1989, is a 10-lot residential subdivision located off of Scenic Highway. All streets and drainage easements within the subdivision were dedicated to the County upon approval of the final plat on June 27,1989, but the retention area remained private. The retention area has had several different owners over the years. By the time CharterBank took ownership in September of 2011, the retention area was in need of repair.

After multiple complaints from Baywalk Subdivision residents regarding the improper draining of associated stormwater inlets, the County investigated the pipe and determined it to be clogged with dirt and debris at the outfall in the private pond. Florida

Department of Transportation staff also reported that the drainage system was discharging uncontrolled runoff to Scenic Highway (SR 90.)

In February of 2015, Escambia County Development Services Department staff sent a letter to CharterBank in an effort to have the complaints addressed and to relay the findings of the investigation. Upon receipt of the letter, CharterBank approached the County with the possibility of the County accepting the pond for maintenance. Kenneth Horne & Associates, Inc., was hired by CharterBank to provide a design for pond improvements, and a stormwater permit was issued by the County for the required improvements. The pond now meets satisfactory condition as per the last inspection performed in May 2016, and has been certified by the Engineer of Record as complete and ready for acceptance.

BUDGETARY IMPACT:

The Office of Management and Budget will establish an MSBU assessment for maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Special Warranty Deed was approved as to form and legal sufficiency by Stephen West, 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:

Upon Board approval, County staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, staff will provide the executed Warranty Deed to Locklin, Saba, Locklin & Jones, P.A., who will have the Warranty Deed recorded in the public records of Escambia County, Florida.

Attachments

Special Warranty Deed
Baywalk Subdivision - Aerial Map
Baywalk Subdivision Plat
As-Built Certification
BCC Minutes 6-27-1989

Reserved for Recording Information

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **CHARTERBANK**, a Federal Savings Association, formerly known as First National Bank of Santa Rosa, Grantor, whose mailing address is 1233 O.G. Skinner Drive, West Point, GA 31833, for and in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby bargain, sell, convey and grant unto **ESCAMBIA COUNTY a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners,**, Grantee, whose mailing address is 221 Palafox Place, Suite 430, Pensacola, FL 32502, its successors and assigns, all that certain land situate in Escambia County, Florida, to-wit:

THAT CERTAIN PORTION KNOWN AS RETENTION AREA, OF BAYWALK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 17, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or contained in any other instrument recorded in the public records; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed and taxes for the current and subsequent years.

Tax Parcel No. 03-1S-29-1000-000-100

Together with all and singular the tenements, hereditament and appurtenances hereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

AND Grantor does hereby covenant with Grantee, except as above noted, that at the time of delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor warrants and will defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused its name and seal to be affixed hereto and has duly authorized the undersigned officer to sign on its behalf this 4th day of October, 2016

Signed, sealed and delivered
In the presence of:

Witness: Judy Mitchell

Witness: Harmony Griffin

CHARTERBANK

By: _____
DOUGLAS C. MOTT
Its Regional Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 4th day of October, 2016, by Douglas C. Mott, Regional Vice President of CharterBank, on behalf of said bank. He is personally known to me.

JUDY MITCHELL
MY COMMISSION # FF 183257
EXPIRES: December 14, 2018
Bonded Thru Budget Notary Services

Judy Mitchell
Notary Public
My Commission Expires: 12-14-2018

This Document Prepared by:

LOCKLIN, SABA, LOCKLIN & JONES, P.A.
4557 Chumuckla Hwy
Pace, FL 32571

File: 16-497

ACCEPTANCE

This Special Warranty Deed was 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 the _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Court

~~Grover C. Robinson, IV, Chairman~~

Douglas B. Underhill, Chairman

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Nov. 8, 2016

Baywalk Subdivision

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 10/28/16 DISTRICT 4

Retention Area
03-1S-29-1000-000-100

Properties Involved in the MSBU

BAYWALK

A SUBDIVISION OF A PORTION OF THE JOSEPH NORIEGA GRANT, SECTION 3, TOWNSHIP 1 SOUTH, RANGE 29 WEST, AND A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA

50 0 50 100
SCALE: 1"=50' SCALE IN FEET

OWNER / DEVELOPER:
THOMAS N. DAVIS, JOHN P. SCOTT,
ROBERT E. BUCKELEW
3771 MACKEY COVE
PENSACOLA, FLORIDA 32504

PREPARED BY:
PETERSON ASSOCIATES
8900 UNIVERSITY PARKWAY SUITE B-1
PENSACOLA, FLORIDA 32514

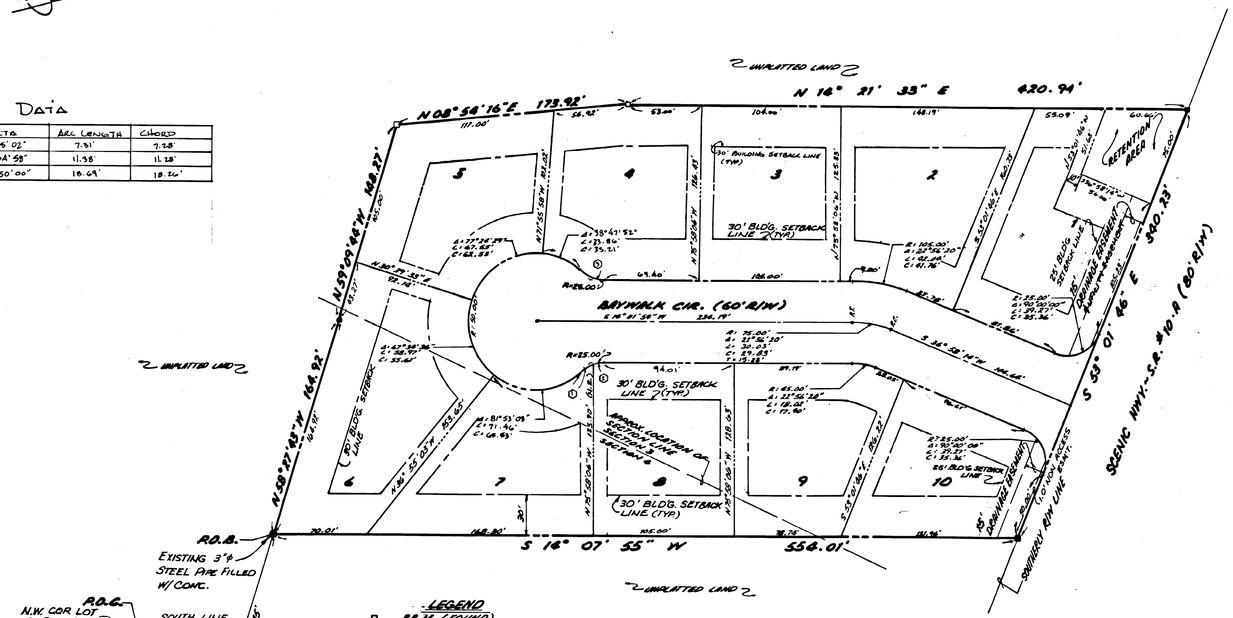
MAY, 1989

LEGAL DESCRIPTION

THAT PORTION OF THE JOSEPH NORIEGA GRANT, SECTION 3, TOWNSHIP 1 SOUTH, RANGE 29 WEST, AND A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF LOT 12, BLOCK 'A' HERRITSTONE SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CONCRETE MONUMENT BEING ON THE SOUTH LINE OF SAID FRACTIONAL SECTION 4; THENCE NORTH 89°01'46" EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 4 A DISTANCE OF 696.35 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE NORTH 58°27'43" WEST A DISTANCE OF 689.15 FEET TO AN EXISTING 3" ROUND STEEL PIPE FILLED WITH CONCRETE BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 58°27'43" WEST A DISTANCE OF 148.92 FEET TO AN EXISTING 3" ROUND STEEL PIPE FILLED WITH CONCRETE; THENCE NORTH 59°09'48" WEST A DISTANCE OF 148.27 FEET TO AN EXISTING 4"x4" CONCRETE MONUMENT; THENCE NORTH 08°54'16" EAST A DISTANCE OF 173.92 FEET TO AN EXISTING 4"x4" CONCRETE MONUMENT; THENCE NORTH 14°21'33" EAST A DISTANCE OF 420.92 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SCENIC HIGHWAY (STATE ROAD 10-A; 80' RIGHT-OF-WAY); THENCE SOUTH 53°01'46" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 340.23 FEET; THENCE SOUTH 16°07'55" WEST A DISTANCE OF 554.01 FEET TO THE POINT OF BEGINNING. CONTAINING 4.10 ACRES, MORE OR LESS.

CURVE DATA

Ø	DELTA	ARC LENGTH	CHORD
1	16°45'02"	7.31'	7.28'
2	26°04'58"	11.38'	11.28'
3	43°50'00"	18.69'	18.24'



LEGEND
- □ P.R.M. (FOUND) UNLESS NOTED
- ■ P.R.M. "3887 SET (TYP.)
- ▪ P.C.P. "3887 SET (TYP.)
- ● 3" CONC. FILLED PIPE (FOUND)
- Ⓢ CURVE NUMBER

GENERAL NOTES

1. BEARINGS BASED ON THE SOUTH RIGHT-OF-WAY LINE OF SCENIC HIGHWAY AS BEING SOUTH 53°01'46" EAST ACCORDING TO THE F.D.O.T. RIGHT-OF-WAY MAP OF STATE ROAD 10-A SECTION 48080 (SHEET 18 OF 18).
2. ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
3. ALL STREET INTERSECTIONS SHALL HAVE A RADIUS OF 25 FEET.
4. THE ABOVE PROPERTY IN ITS ENTIRETY LIES IN FLOOD HAZARD ZONE 'C' (AREA OF MINIMUM FLOODING) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 120080 0015 B DATED AUGUST 19, 1987.
5. THE ABOVE PROPERTY IN ITS ENTIRETY LIES IN THE UNIVERSITY OF WEST FLORIDA ZONING DISTRICT R-1.
6. ALL LOT DIMENSIONS ON CORNER LOTS ARE TO THE INTERSECTIONS OF R/W LINES, UNLESS SHOWN OTHERWISE.
7. ALL FRONT BUILDING SETBACK LINES SHALL BE A MINIMUM OF 30 FEET.
8. THE SIGN (°) MEANS DEGREE; THE SIGN (') MEANS MINUTES (OR FEET); THE SIGN (") MEANS SECONDS.
9. NO FENCING SHALL BE PERMITTED IN ANY DRAINAGE EASEMENT.
10. P.R.M. DENOTES PERMANENT REFERENCE MONUMENT.
11. P.C.P. DENOTES PERMANENT CONTROL POINT.
12. ALL SIDE BUILDING SETBACK LINES SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE BLD'G. SETBACK LINE (NOT TO EXCEED 15.)
13. N.R. DENOTES NON-RADIAL LINE

COUNTY COMMISSIONERS APPROVAL CERTIFICATE

I, J.A. FLOWERS, COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 27th DAY OF JUNE, 1989, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS COMPTROLLER OF SAID BOARD, WAS INSTRUCTED TO SO CERTIFY HEREON.

J. A. Flowers
COUNTY COMPTROLLER, ESCAMBIA COUNTY, FLORIDA.

COUNTY COMPTROLLER'S CERTIFICATE

I, J.A. FLOWERS, COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 71-339, SECTIONS 177.011 THRU 177.151 OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE 22nd DAY OF SEPT., 1989, AND FILED IN PLAT BOOK 14 AT PAGE 17 OF SAID COUNTY.

J. A. Flowers
COUNTY COMPTROLLER, ESCAMBIA COUNTY, FLORIDA.

ATTORNEY'S CERTIFICATE

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY SUBDIVISION REGULATIONS. SIGNED THIS 1st DAY OF June 1989.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN AND SURVEYED; THAT SAID LAND HAS BEEN SUBDIVIDED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND STAKED AS INDICATED; THAT PERMANENT REFERENCE MONUMENTS (INDICATED P.R.M.) HAVE BEEN PLACED AS REQUIRED BY THE PLAT ACT (CHAPTER 71-339, SECTIONS 177.011 THRU 177.151 OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE). SURVEY DATA COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ACCORDING TO STATE OF FLORIDA RULE 21 HH-6.

James B. Holland 5/18/89
JAMES B. HOLLAND, REGISTERED FLORIDA LAND SURVEYOR #3887 SEAL

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED THOMAS N. DAVIS, JOHN P. SCOTT AND ROBERT E. BUCKELEW, KNOWN TO ME TO BE THE INDIVIDUALS WHO EXECUTED THE FOLLOWING DEDICATION AND SEVERALLY ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 23rd DAY OF May 1989.

NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES May 10, 1991 SEAL

STATE OF FLORIDA, COUNTY OF SANTA ROSA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED WILBUR ADAMS, CHAIRMAN OF FIRST NATIONAL BANK OF SANTA ROSA, KNOWN TO ME TO BE THE INDIVIDUAL WHO EXECUTED THE FOLLOWING DEDICATION AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 30 DAY OF May 1989.

NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES Jul 3 1990 SEAL

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THOMAS N. DAVIS, JOHN P. SCOTT AND ROBERT E. BUCKELEW, OWNERS OF THE LAND DESCRIBED HEREIN AND PLATTED HEREON; AND FIRST NATIONAL BANK OF SANTA ROSA, HOLDER OF A MORTGAGE ON THE LAND DESCRIBED HEREIN AND PLATTED HEREON; DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS, THOROUGHFARES, AND DRAINAGE EASEMENTS SHOWN HEREON AND DO HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT, KNOWN AS BAYWALK, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

THOMAS N. DAVIS — JOHN P. SCOTT — ROBERT E. BUCKELEW
WITNESS — WITNESS — WITNESS

WILBUR ADAMS, CHAIRMAN FIRST NATIONAL BANK OF SANTA ROSA
WITNESS

APPROVALS

COUNTY PLANNER

COUNTY ENGINEER

SURVEYOR'S AFFID.
RELATIVE TO SW ALKMACKY
BLUFF PB 14 P 17 & 18
4881 P 727

PB 14 PG 17

C-89

PLAT BOOK 14 PAGE 17

Escambia County As-Built Certification Form

Upon completion of construction and prior to final inspection the engineer of record or another professional engineer registered in Florida must certify that the project construction adheres to the approved plans. A final certificate of occupancy or final acceptance will not be granted until the project has been certified.

Part 1: Project Information

Baywalk S/D Pond Upgrade — Project Name

Planning/Building # _____

Baywalk Circle off Scenic Highway — Project Address

Engineering # PLM1S100058

Charter Bank — Name and Title of Owner

850-479-9610 — Owner's Phone

1289 Airport Boulevard	Pensacola	FL	32504
Owner's Address	City	State	Zip

Part 2: Statement By Entity Responsibility For Maintenance (if other than County)

The undersigned agrees to maintain and operate the Stormwater facilities to comply with Ordinance 96-3 Article 7.15.12. Responsibility for maintenance and operation may be transferred to another entity upon written notification to Escambia County Engineering Department.

_____ Signature

_____ Date

Kenneth C. Horne, President KHA — Name and Title

850-471-9005 — Owner's Phone

7201 North Ninth Ave.	Pensacola	FL	32504
Address	City	State	Zip

Part 3: Statement By Registered Professional Engineer (required by Ordinance 96-3 Article 7.15.11) This is to certify that project construction substantially adheres to the approved plans and the Land Development Code. The engineering features of the project have been designed/examined by me. I also state the applicant has been furnished a maintenance and operation schedule for the Stormwater facilities (if applicable) and if stormwater facilities and associated features and appurtenances are maintained that no adverse impacts shall occur.

Kenneth C. Horne	FL 0040149	_____	5/3/16
Name of Engineer	Florida Reg. No.	Signature of Engineer	Date

KENNETH C. HORNE LICENSE NO. 40149 STATE OF FLORIDA PROFESSIONAL ENGINEER

Kenneth Horne & Associates, Inc.
Company Name

7201 North Ninth Avenue
Company Address

Pensacola	FL	32504
City	State	Zip

(Affix Seal)

Attach As-built Drawings if applicable (No substantial deviations).

Note: While not preferred, an as-built certification letter may be substituted for this form.

PROJECT. P. 9

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[Document #: 1989001831 Book/Page: 0130/0763]

THE BOARD TOOK ACTION RE SASSER LANE: ACCEPTED THE QUIT CLAIM DEED FROM JANET S. CARTER FOR A PORTION OF RIGHT-OF-WAY ON SASSER LANE; AND ACCEPTED THE DRAINAGE EASEMENT RUNNING NORTH OFF OF SASSER LANE. P. 9

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[Document #: 1989001832 Book/Page: 0130/0764]

THE BOARD ACCEPTED THE DRAINAGE EASEMENT FROM THOMAS K. AND DIANE L. STEPHENSON FOR THE FILLEY CIRCLE PROJECT. P. 9

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[Document #: 1989001833 Book/Page: 0130/0764]

THE BOARD ACCEPTED THE TEN FOOT WIDE DRAINAGE EASEMENT FROM WINDY HILL BAPTIST CHURCH FOR THE REBEL ROAD PROJECT. P. 9

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[Document #: 1989001834 Book/Page: 0130/0764]

THE BOARD TOOK ACTION RE THE PERDIDO BAY GOLF AND COUNTRY CLUB, UNIT #1 (DEVELOPER: 7TH AVE. CORP.): ACCEPTED THE ROAD PAVING AND DRAINAGE IMPROVEMENTS FOR PERMANENT COUNTY MAINTENANCE, SUBJECT TO THE DEVELOPER PROVIDING A TWO YEAR GUARANTEE ON ALL WORK; AND APPROVED, FOR RECORDING, A HOLD HARMLESS AGREEMENT ALLOWING DRAINAGE FROM THE PROJECT TO OUTFALL ONTO THE PERDIDO BAY COUNTRY CLUB GOLF COURSE. P. 9

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[Document #: 1989001835 Book/Page: 0130/0765]

THE BOARD ACCEPTED THE FOLLOWING TWELVE QUIT CLAIM DEEDS FOR RIGHT-OF-WAY ON EIGHT MILE CREEK ROAD BETWEEN WILDE LAKE BOULEVARD AND I-10: DONALD R. & SANDRA KAY MCLAUGHLIN; TRUMAN & SHARON KAY HOWELL; HOWARD G. & VELA M. NOLAN; KATHARINE H. BALCOM; VOSS W. HOWELL & MAXINE HOWELL; JULIUS K. JOHNSON & KAREN E. JOHNSON; JAMES R. BLACKMON & FRANCES T. BLACKMON; ROY C. MCCANTS & DOROTHY L. MCCANTS; ELIZABETH M. TAYLOR; W. J. BECKER & GLENNIS BECKER; JACK C. BELDER; ADRIAN E. KIRKSEY. P. 10

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[Document #: 1989001836 Book/Page: 0130/0765]

THE BOARD TOOK ACTION RE THE FINAL PLAT OF BAYWALK SUBDIVISION (DEVELOPERS: THOMAS H. DAVIS, JOHN P. SCOTT, AND ROBERT E. BUCKELEW): APPROVED THE FINAL PLAT FOR RECORDING: APPROVED THE STREET NAME "BAYWALK CIRCLE"; AND ACCEPTED THE ROAD PAVING AND DRAINAGE IMPROVEMENTS FOR PERMANENT COUNTY MAINTENANCE (DOES NOT INCLUDE HOLDING POND); AND APPROVED, AS AMENDED, A TWO-YEAR GUARANTEE ON THE TIME LIMITATION INSTEAD OF ONE YEAR ON THE ROAD PAVING AND DRAINAGE IMPROVEMENTS. P. 9

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[Document #: 1989001837 Book/Page: 0130/0766]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11284 **County Administrator's Report 12. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Contracts for the Bob Sikes Bridge
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Bob Sikes Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Bob Sikes Bridge:

A. Approve the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP;

B. Approve a 16-month extension effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000 subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorize the Chairman to sign all related documents.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401]

BACKGROUND:

A. Due to the discussions over the recent months and the Board's formal direction at its November 17, 2016 regular meeting to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Plaza, County Staff is requesting that the two aforementioned contract allocations be approved. On July 7, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners.

On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided. The Bob Sikes Bridge Toll Plaza System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed use lanes allow for the use of pass holders and/or offer the $1 cash transaction.

B. The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015, and approved the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12-month periods, subject to the terms of the Agreement. This recommendation will extend the contract for an additional year effective July 1, 2016. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract. This contract will be re-bid this year based on the impact of electronic tolling. This contract is being extended for 16 months so that the yearly approvals are in our fiscal year calendar period.

BUDGETARY IMPACT:

Funds are available from Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 54601 and 53401.

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 Purchase Orders will be issued upon Board approval.

Attachments

Board Approval

Agreement 14-15.030

JJW Board Approval and Contract

Contract 14-50.030
Bob Sikes Toll System
Upgrade
Project

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price for all items and descriptions as required in Article 15 herein)

Pay Item No.	Name	Unit	Quantity	Unit Price [1]	Extended Price	Proposer Remarks
Toll System						June 18th Final Negotiation Meeting
1-1	Design and Documentation	LS	1	$84,236.68	$84,236.68	Includes: System design (Host, Plaza, Lanes, and Integrity), design documentation, and as-built plans documentation.
1-2	Testing	LS	1	$217,199.12	$217,199.12	Includes: Factory Acceptance Test (FAT), Commissioning tests (4 Lanes), and Final System Acceptance Test (SAT)
1-3	Host and Plaza	LS	1	$66,990.52	$66,990.52	Includes: Install/Retrofit Labor for Host/Plaza, MOMS, LAN equipment, and UPS units. Not Included: Hardware for Host/Plaza, MOMS, LAN, and UPS. Hardware to be provided to TransCore by the County.
1-4	Lanes	LS	1	$639,628.31	$639,628.31	Includes Labor and materials for 4 Mixed-mode lanes capable of receiving cash/transponder payment or transponder only payment options (credit card and coin payment are NOT included). Includes transponder readers/antennas, vehicle classification (number of axles per vehicle), license plate cameras (rear plate cameras only), and In-booth "cash register". Credit card payment capability is NOT included
1-5	Customer Service System (Integrity), with Customer Website and Annual Pass	LS	1	$342,461.79	$342,461.79	Includes Customer Website (w/ annual pass credit card payment option), Annual Pass Mgmt, Customer Account Mgmt, Financial Accounting, and Reports
1-6	Training	LS	1	$21,900.00	$21,900.00	Includes: 24 hours (3 days) of total training. 1 day for Plaza & Lane Operations (in person), 1 day for System Architecture and Maintenance (web based), and 1 day for Customer Service System training (in person). It also includes travel and training preparation time. Excludes training on the optional systems described in Pay Item No's 5-8.
1-7	Year Zero Warranty Maintenance	LS	0	$0.00	$0.00	Included in the Maintenance Phase.
1-8	Year Zero Warranty Parts	LS	1	$54,047.22	$54,047.22	Includes: an allotment of spare parts to be used for lane repairs starting in Year 1 of maintenance. Parts are replenished as they are used and stock is depleted. Replenishment parts are billed to the County via the same T&M process used for corrective maintenance or via another mutually agreed upon method. Alternatively, if this allotment is not desired, please note that it can take as long as 120 days for TransCore to receive and deliver repair parts to the Bob Sikes Bridge toll plaza.
1-9	Project Management & Administration	LS	1	$264,751.38	$264,751.38	Overall project management labor: software/hardware design mgmt, host/plaza install mgmt, lane install mgmt, project mgmt plan development, schedule development/mgmt, progress meetings/communications, travel, facilities, bonding, and insurance.
1-10	Tax Credit	EA	1	-$15,836.00	-$15,836.00	This credit is provided under the assumption that the County is tax exempt and TransCore would not incur any applicable taxes. This will be further discussed between the County and TransCore and be adjusted as needed.
	Subtotal Toll System Implementation				$1,675,379.02	Includes all of the above (per herein and proposal).
Transponders						
2-1	Transponder [1]	EA	5,000	$20.85		SeGo Hardcase Mini Portable Transponders. Includes taxes and shipping.
2-2	Transponder [1]	EA	10,000			
2-3	Transponder [1]	EA	15,000	$10.95		SeGo Sticker Tag transponders. Includes taxes and shipping.
2-4	Transponder [1]	EA	30,000		$0.00	Transponder prices for reference only and not included in the proposal.
Maintenance (Time and Materials Years 0-2 / All-Inclusive Years 3-10)						
3-0	Spare Parts Allotment	EA	0	$0.00	$0.00	Included in the Implementation Phase
3-1	Toll System Maintenance - Year 0 (Time and Materials)	MO	12	$13,792.17	$165,506.01	Time and Materials (T&M) Maintenance Included: 24/7 remote system monitoring, warranty software updates, and preventative maintenance. Not Included: Hardware, software upgrades, maintenance of traffic (MOT), and corrective maintenance in compliance with the RFP required timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). Time to Acknowledge, Respond, and Repair to be discussed/agreed upon between County and TransCore. Payment (Year 0 Only): T&M maintenance for the months between Go-Live and October 2015 will be paid by the County to TransCore in October 2015. T&M maintenance for all subsequent months will be paid on a monthly basis.
3-2	Toll System Maintenance - Year 1 (Time and Materials)	MO	12	$14,274.89	$171,298.71	Same as 3-1
3-2	Toll System Maintenance - Year 2 (Time and Materials)	MO	12	$14,774.51	$177,294.16	Same as 3-1
3-3	Toll System Maintenance - Year 3 (All Inclusive)	MO	12	$31,077.08	$372,925.02	All Inclusive Maintenance Included: 24/7 remote system monitoring, preventative maintenance, corrective maintenance, warranty software updates, maintenance of traffic (MOT), and compliance with RFP required service level timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). Not Included: Software and hardware upgrades. Payment (Years 3 to 10): all-inclusive maintenance will be paid monthly.
3-4	Toll System Maintenance - Year 4 (All Inclusive)	MO	12	$32,164.78	$385,977.39	Same as 3-3
3-5	Toll System Maintenance - Year 5 (All Inclusive)	MO	12	$33,290.55	$399,486.60	Same as 3-3
3-6	Toll System Maintenance - Year 6 (All Inclusive)	MO	12	$34,455.72	$413,468.63	Same as 3-3
3-7	Toll System Maintenance - Year 7 (All Inclusive)	MO	12	$35,661.67	$427,940.04	Same as 3-3
3-8	Toll System Maintenance - Year 8 (All Inclusive)	MO	12	$36,909.83	$442,917.94	Same as 3-3
3-9	Toll System Maintenance - Year 9 (All Inclusive)	MO	12	$38,201.67	$458,420.07	Same as 3-3
3-10	Toll System Maintenance - Year 10 (All Inclusive)	MO	12	$39,538.73	$474,464.77	Same as 3-3
	Subtotal Maintenance				$3,889,699.33	
	TOTAL				$5,565,078.35	
Reimbursable						
4	Reimbursable Cost	EA				
Future Options - the County may or may not elect to proceed with these items						
5	Image Processing Subsystem (IPS)	LS	1	$410,039.27 *	$410,039.27 *	Includes: Violation Processing System, Image Processing System (with OCR and manual review), and Collections System. It includes 3 days of training on these same systems onsite in Pensacola. It assumes that the County supplies all staff required to operate the systems. The County is not interoperable with StanPass; 20,000 transactions per day with 10% (2,000) being image transactions per the RFP. * Additional per transaction fees may apply for additional services such as manual image review, DMV look-up's, invoice/notice printing, invoice/notice mailing, etc.
6	Collection Tracking					
7	Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC)					
8	Optical Character Recognition (OCR) and Image reviewer function					
	Subtotal Options				$410,039.27	
	GRAND TOTAL				$5,975,117.62	

Notes:

[1] Proposer is to complete unit prices in this column, and as necessary offer remarks

[1] Denote potential order quantities for volume pricing over the term of the contract

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Continued...

D. Approving five years Time and Materials Maintenance, with the option to renew for an additional five years; funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners; on an annual basis, the County may opt to convert to an All Inclusive Maintenance at the rates provided.

10. Taking the following action concerning acceptance of the donation of a portion of real property, located in the 2800 Block of North "E" Street at the southeast corner of the intersection of "E" Street and Leonard Street, for Americans with Disabilities Act (ADA) sidewalk upgrades and drainage improvements (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):

A. Accepting the donation of a portion of real property containing 155 square feet, located in the 2800 Block of North "E" Street at the southeast corner of the intersection of "E" Street and Leonard Street, from Athena Acoff, for ADA sidewalk upgrades and drainage improvements;

B. Authorizing the payment of documentary stamps because the property is being donated for governmental use, which is for sidewalk and 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. Authorizing the payment of incidental expenditures associated with the recording of documents; and

D. Authorizing staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401):

   A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, "Bob Sikes Bridge Toll System Upgrade Project," for a lump sum of $1,675,379.02;

   B. Approving, and authorizing the County Administrator to sign, the Purchase Orders for materials included in the Scope of Work being purchased by Escambia County due to contract savings, as follows:

      (1) Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

      (2) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743.00;

      (3) Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495.00;

      (4) Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

      (5) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of $477.00;

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Continued...

B. Continued...

(6) Third Party Software Purchase Orders, as follows:

(a) Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

(b) Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

(c) Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

(d) Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495.00;

(e) Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795.00;

(f) Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

(7) Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

(8) Graybar, UPS, in the amount of $10,908.80, for computer hardware, totaling $86,991.69;

C. Acknowledging, for the Board's record, the total for installation, in the amount of $1,762,370.71; and

(Continued on Page 22)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

TransCore, LP

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

FORM B: Construction

(Revised July 11, 2013)

STANDARD CONSTRUCTION CONTRACT
FORM B

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Exhibit G/Owner Direct Purchases - FORM OF0205 (if applicable)

Exhibit H/General Specifications

Exhibit I/Technical Specifications

A. PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project / Scope of Work
B. TransCore, LP Negotiated Fee Proposal and Negotiated Exceptions to the Scope of Work
C. TransCore, LP "Bill of Materials" / Computer Hardware to be provided by Escambia County

Exhibit J/ Standard Details

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND TRANSCORE, LP FOR PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with TransCore, LP, a Delaware limited partnership for profit, to perform all work ("Work") in connection with PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project ("Project"), as said Work is set forth in the Plans and Specifications prepared by Atkins North America, Inc., and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. County shall furnish to the Contractor up to One (1) set of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, 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

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Construction	**$1,675,379.02**
County Supplied Computer Hardware	**$81,693.32**
Maintenance	
• **5 years Time and Materials**	**per attached schedule**
○ **Option to renew for 5 additional years**	**per attached schedule**

On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided.

• **5 years All Inclusive**	**per attached schedule**
○ **Option to renew for 5 additional years**	**per attached schedule**

Funding for the maintenance contract is subject to appropriations by the Board of County Commissioners.

SECTION 4. BONDS

A. Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. 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 and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% 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.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within **see Appendix "E" Scope of Work** calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within **see Appendix "E" Scope of Work** calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance (see Exhibit A, paragraph 13.2) have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. 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, **see Appendix "E" Scope of Work** for each calendar day thereafter until substantial

completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

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 reference 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 Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Owner Direct Purchases - FORM OF0205 (if applicable)
Exhibit H: General Specifications
Exhibit I: Technical Specifications
- A. PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project / Scope of Work
- B. TransCore, LP Negotiated Fee Proposal and Negotiated Exceptions to the Scope of Work
- C. TransCore, LP "Bill of Materials" / Computer Hardware to be provided by Escambia County

Exhibit J: Standard Details
N/A

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Jack R. Brown
County Administrator
P.O. Box 1591

Pensacola, Florida 32597-1591

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

TransCore, LP
2100 Lake Orange Drive
Suite 100
Orlando, FL 32837
Atten: Jim Wilson

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 the Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

WITNESS: _____

By: _____
Jack R. Brown, County Administrator

Date: 8/20/15

BCC Approved: July 7, 2015

CONTRACTOR:

By: _____
Michael F. Holling, P.E.
Its: Vice President

Date: 8-19-15

ATTEST: Corporate Secretary

By: _____
Assistant Secretary, Russell L. Reeser

[CORPORATE SEAL]

TierraCore, Ltd.
MARCH 3 1994

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 in writing and before proceeding with the Work affected thereby shall obtain a written 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.

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. 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.

3.2. The Progress Schedule shall be updated bi-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 materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. 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 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 three (3) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. 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. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) 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. 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 of Award 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 to the County on a weekly basis a daily log of the Contractor's work for the preceding week 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 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; and

8.1.9. A list of all visitors to 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 for County.

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 materialmen, 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, stating the cause or causes thereof, or 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 Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

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 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 Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by

the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or 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 or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any 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 to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time 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 or 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, Office of Purchasing, 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. Upon

expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

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 personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-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) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

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.

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. 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 therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

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 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 final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the 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.

20.2 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, materialmen, 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 materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied,

installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law.

Section 22. TESTS AND INSPECTIONS

22.1. 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.

22.2. 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 therefor, 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.

22.3. 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.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. 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.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or 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 undefective 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.

23.2. 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.

23.3. 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.

23.4. 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 shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

23.5. 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 24. SUPERVISION AND SUPERINTENDENTS

24.1. 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, who shall not be replaced without prior written notice to County except under extraordinary circumstances. 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 25. PROTECTION OF WORK

25.1. 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.

25.2. 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 26. EMERGENCIES

26.1. 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 27. USE OF PREMISES

27.1. 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.

Section 28. SAFETY

28.1. The Contractor shall be 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:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. 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.

28.2. 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.

28.3. 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.

28.4. 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 29. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a preconstruction 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 preconstruction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

___, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

__ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

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

_____
Witness

_____

_____
Witnesses

(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____

_____

_____
(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)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

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 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: Paul R. Nobles, 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.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

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.

PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The 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 conditions which shall be met by all Contractors and subcontractors performing work for Escambia County. The Contractor shall be responsible to ensure his compliance with all State and Federal safety regulations as specified in County contract documents. Reported or observed violations of OSHA (29 CFR 1910 or 1926) and other regulations shall be brought to the attention of the County project manager and County Safety Office and shall be immediately corrected by the Contractor. 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 to either the project insurance coordinator or the Department of Labor and Employment Security, Division of Safety, 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 Acontrolled@ 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: ATHIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; 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 Safety Office 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 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.

(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 Safety Office. 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 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 approval from the project manager or County Safety Office 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 approval for use of these metals shall be obtained by the Contractor from the project manager.

(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 Safety Office for review.

(16) The County maintains programs for 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 or the County Safety Office.

(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 or County Safety Office.

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, materialmen, 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, materialmen, 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

CHANGE ORDER

CHANGE ORDER NO. _____ CONTRACT NO. _____

TO: _____
_____
_____
_____

DATE: _____

PROJECT NAME _____

PROJECT NO. _____

Under our AGREEMENT dated _____, 20____.

****

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE (Additive) (Deductive) Sum of: _____ ($_____).

Original Agreement Amount $_____

Sum of Previous Changes $_____

This Change Order (Add) (Deduct) $_____

Present Agreement Amount $_____

The time for completion shall be (increased/decreased) by _____ (____) calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (____) calendar days and the final 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 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) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20____

By:_____
Contractor

By:_____
Architect/Engineer

By:_____
Owner

EXHIBIT G

SUPPLEMENTARY CONDITIONS

1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than $5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

a. the name, address, telephone number and contact person for the material supplier
b. manufacturer or brand, model or specification number of the item
c. quantity needed as estimated by Contractor

d. the price quoted by the supplier for the materials identified therein
e. any sales tax associated with such quote
f. delivery dates as established by Contractor
g. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
h. shipping, handling and insurance costs
i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
j. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.

1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.

1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.

1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all =shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match =up with the invoice for payment.

1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work

1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.

1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.

1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.

1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.

1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the

County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.

1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

Exhibit I / A

Technical Specification

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

Scope of Work

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

BOB SIKES BRIDGE TOLL SYSTEM UPGRADE PROJECT

Solicitation Identification Number PD 14-15.030

Proposals Will Be Received Until:
2:00 p.m. CST, Tuesday, March 31, 2015

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCC

Board of County Commissioners
Steven L. Barry, Chairman
Grover C. Robinson, IV, Vice Chairman
Lumon J. May
Wilson B. Robertson
Doug Underhill

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida
Request for Proposals
Proposer's Checklist

BOB SIKES BRIDGE TOLL SYSTEM UPGRADE PROJECT
Solicitation Identification Number PD 14-15.030

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Technical Proposal
  - Part II, Sections 2-2 thru 2-6 (pages 18 – 19)
- Cost Proposal
  - Part VI, Attachment 2 – Cost Proposal Form (pages
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements" (pg 11)
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Sworn Statement Pursuant To Section 287.133 (3)(A), Florida Statutes, On Entity Crimes (pg 1)
- Drug-Free Workplace Form (pg 3)
- Information Sheet For Transactions And Conveyances Corporate Identification (pg 4)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate Of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and award form from the proposal solicitation package and enter no proposal in the **"REASON FOR NO PROPOSAL"** block, your company's name, address, signature, 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 Proposal Only.

Do Not Return With Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions
- Request for Proposals Response Format

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications

Part III Criteria for Selection

Part IV Scope of Work

Part V System Requirements

Part VI Method of Compensation

a. Attachment 1 - Pay Item Descriptions
b. Attachment 2 - Cost Proposal Form

Appendix A-F

a. A – Toll plaza plans
b. B – UFM identifiers
c. C- Sate of Florida Interoperability technical interface
d. D – Existing toll Collection system overview
e. E – Performance measures
f. F - Glossary of terms

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), FloridaStatutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
   d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____
OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

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 Consultant 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:_____

(Revised 9/18/09)

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 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://myescambia.com/purchasing
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 Consultants 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. **Consultant 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://www.sunbiz.org/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 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, 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. **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 Consultant, 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 Consultant 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 Consultant by the Office of Purchasing. Such termination may also result in suspension or debarment of the Consultant.

3. **Termination (Public Records Request)**

If the Consultant 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 Consultant in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the Consultant and his surety, if any, seven (7) days written notice, during which period Consultant still fails to allow access, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Consultant, and may finish the project by whatever method it may deem expedient. In such case, the Consultant 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 Consultant (excluding monies owed the Consultant for subcontract work.)

4. **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 David Forte, phone 850-595-3595. Failure to visually inspect the facilities may be cause for disqualification of your offer.

5. **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, as noted in "Appendix E: Performance Measures and Service Levels" 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.

6. **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.

4.01 **County Insurance Required**

The Consultant 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 Consultant, its employees, or by Sub-Consultant(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 Consultant shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its Sub-Consultant(s) obtain and maintain until the completion of that Sub-Consultant(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 Consultant.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Consultant'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 Consultant waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Consultant'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 Consultant is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Consultant or any other insurance of the Consultant

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 Consultant 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.

Consultant shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The Consultant 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 Consultants, 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 Consultant 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 Consultant 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
   Office of Purchasing, 2nd FL, Room 11.101
   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 Consultant's obligation to fulfill the insurance requirements herein.

If requested by the County, the Consultant shall furnish complete copies of the Consultant'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 Consultant 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

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.

Termination/Adverse Change Endorsement
All of Consultant's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Consultant's certificate(s) of insurance shall state, that the county shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

7. **Indemnification**

Consultant 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 Consultant under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant or resulting from the use by Consultant, or by any one for whom Consultant is legally liable, of any materials, tools, machinery or other property of County. County and Consultant agree the first $100.00 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. 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. The Consultant 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.

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

PART A SUMMARY

This project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities. The ultimate goal will be to integrate the Bob Sikes Toll System with the Florida Turnpike SunPass System. County staff is currently undergoing the bid documents preparation process with expected system completion Spring 2016.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide for the Bob Sikes Bridge Toll System Upgrade Project.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide for the Bob Sikes Bridge Toll System Upgrade Project that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be David Forte, Program Manager, Public Works Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a **Lump Sum Contract** after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Management & Budget/Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A.	Mailing date of Proposals	Monday, March 2, 2015
B.	Final day for questions	Thursday, March 19, 2015
C.	Date for response to questions	Tuesday, March 24, 2015
D.	Receipt of Proposals	Tuesday March 31, 2015
E.	Review of Proposals	Monday, April 13, 2015
F.	Discussions Meeting	Tuesday, April 21, 2015
G.	1st Negotiation Meeting	Wednesday, April 29, 2015
H.	2nd Negotiation Meeting, if required	Friday, May 1, 2015
I.	Board of County Commissioners approval	Thursday, May 21, 2015

1-9 PROPOSAL CONTENT

Proposers shall submit one original paper copy and four (4) electronic versions of the proposal on a CD-Rom. All files shall be in Portable Document Format (PDF).

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All Consultants shall provide a straight forward and concise description of their ability to meet the RFP requirements. The proposal shall clearly show the technical approach to include work tasks and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in PDF format per Part II below.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Part VI Method of Compensation

PART II INFORMATION REQUIRED FROM CONTRACTORS

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers shall follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

2-6 REQUIRED DOCUMENTS

- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification

2-7 COST PROPOSAL

Part VI Method of Compensation 2 – Cost Proposal Form

PART III CRITERIA FOR SELECTION

#	Criteria Question	Score
1.	Is the firm familiar with the existing Bob Sikes Toll Plaza layout and current system configuration? Is the firm able to provide the requested software system and utilize the current software system? If yes to both, the firm should receive a high score.	10
2.	Does the firm demonstrate they have experience with local, residential, and Governmental issues? Have they given examples? If the firm provides three examples, a high score should be awarded.	5
3.	Does the firm have experience conducting comprehensive toll system implementation of software and hardware for the plaza and back office customer service center projects in Escambia or other municipalities? If the firm provides examples, the firm should receive a high score.	10
4.	Recent and Current Work Loads and Past Performance: Consider the firm's current workload relative to the size of the firm. In your opinion, will the firm be able to designate staff to attend to this scope of work on a daily basis? The size of the scope should be considered. If able, a high score should be awarded.	10
5.	Did the firm provide copies of evaluation records reflecting positive performance for out-of-county projects? Any known poor performances should be considered and result in a low score. If the consultant provides three records documenting recent positive performance, all three points should be awarded.	5
6.	Is the firm accessible and able to attend and participate in Dept. and Local project related meetings? Is the firm known to effectively communicate with customers? If the firm's office is located more than 25 miles from the Escambia County Central Office Complex, or they have not commented on how they will provide effective project communication with a remote office, a lower score should be given.	10
7.	Does the firm have the ability to meet all security requirements as outlined in the RFP? If able, a high score should be awarded.	10

8.	Has the firm demonstrated their project technical approach to meet the County's requirements and goals and how to effectively implement the toll system requested at the Bob Sikes Toll Plaza facility within the desired implementation of March, 1 2016? A high score should be awarded if they address the requirements and clearly indicate their approach and meet the implementation schedule.	20
9.	Is the firm able to perform / manage preventative and response maintenance, repair, and/or modification of hardware and software equipment as well as perform comprehensive testing located at the Bob Sikes Toll Plaza facility? If they have provided three examples, a high score should be awarded.	5
10.	Can the firm provide necessary equipment in support of the Bob Sikes Toll Plaza operation and maintenance? If yes, a high score should be awarded.	5
11.	Does the firm have a working knowledge of the project area? If so, a high score should be awarded.	5
12.	Does the firm have an experienced project manager and project team for the delivery of the toll systems and have they demonstrated adequate amount personnel to support the project throughout its duration? If the firm has answered yes, a high score should be awarded.	5

PART IV SCOPE OF WORK

Bob Sikes Bridge
Toll System Upgrade Project

PD 14-15.030

Request for Proposals

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0. GENERAL

0.1. INTRODUCTION

0.1.1. OVERVIEW OF PROJECT

0.1.1.1. In this Toll System Replacement Project, the Contractor shall design, furnish, install, integrate, test and maintain a Toll Collection System for cash and electronic toll collection that conforms to the System Requirements.

0.1.1.2. The Toll Collection System shall include the following without limitation, Host Environment, Roadside Toll Collection, and a back office Customer Service Center (CSC), with provisions to accommodate a future Image Processing Subsystem and Toll Enforcement Center (TEC).

0.1.1.3. This shall include all required software, hardware, systems, equipment, maintenance (specific maintenance responsibilities discussed elsewhere) levels, testing, and training necessary to allow operations of the entire Toll Collection System in an efficient, responsive, and accountable manner.

0.1.1.4. Toll collection utilizing the existing toll system will continue to be performed while the design and implementation of the new System is underway.

0.1.1.5. The use of and transition to the new Toll System shall occur as the new Toll Host Environment is brought online, and as lanes are converted, tested, and accepted.

0.1.2. MAJOR SCOPE ELEMENTS

0.1.2.1. Provide the Roadside Toll Collection System (RTCS) for all lane types; interfaces with the other internal subsystems (e.g. County enterprise accounting system, etc.); interfaces with external systems, including without limitation, banking institutions (e.g. banking services, credit card processors, etc.), third-party CSC(s) (e.g. SunPass or the Florida Centralized Customer Service System (CCSS); including training and warranty period. Provide ongoing maintenance for the RTCS hardware and software through the length of the Contract.

0.1.2.2. Provide the Customer Service Center (CSC) with provisions to accommodate a future Toll Enforcement Center (TEC), and the interfaces with the RTCS and a future IPS, including associated training and warranty period. Provide ongoing supporting maintenance to the COUNTY staff for the CSC hardware and software through the length of the Contract.

0.1.2.3. Provide for a payment card processing entity to process all credit/debit card purchases from the lanes, Customer Service Center, and web interface to support Toll Pass purchases and deposit the transaction amounts with the COUNTY. The Contractor shall provide a payment processor that meets the

COUNTY requirements (see Section 1.7 of the System requirements) and supports interfaces the COUNTY's banking service provider (currently Bank of America).

0.1.2.4. Provide accommodations for a future Image Processing Subsystem (IPS) and the interface with the RTCS and new CSC/(future TEC).

0.1.2.5. Provide for an orderly, smooth Implementation and Transition of toll revenue collection operations from the legacy toll system to the new Toll System, including without limitation, installation of many parts of the new Toll System (e.g. Toll Host / Data Center(s) and Toll Plaza, etc.) either without removing the legacy elements at all, or simply before the decommissioning and removal of companion legacy system elements.

0.1.3. CONTRACTOR COORDINATION COMMITMENT

0.1.3.1. The Contractor shall coordinate activities and cooperate effectively with the COUNTY and all other active Contractors as appropriate, including without limitation, the Legacy Toll System Maintenance Contractor, Roadway Maintenance Contractors, utility service providers, and consultants and representatives retained by the COUNTY for this Project.

0.1.3.2. The Contractor shall interface the Toll System with other internal/external systems and other defined entities and shall coordinate with representatives for those entities.

0.1.3.3. The work associated with integrating the Toll System with the future CCSS will be carried out as a special project.

0.2. GLOSSARY OF TERMS

0.2.1.1. For a Glossary of Terms and Acronyms, please see Appendix F.

0.3. PROJECT BACKGROUND

The Bob Sikes Bridge Toll System Replacement Project is being undertaken by the Escambia County, Florida (County) Department of Public Works as part of the planned public infrastructure improvements to the Pensacola Beach resort area. It is intended to replace the legacy toll collection system with one with state-of-the-art toll collection capability, to improve toll revenue collection operations and traffic flow at the toll plaza.

The County currently offers two (2) methods of toll payment: cash payment of tolls at the toll booth and transponder-enabled Annual Toll Passes. Individual electronic toll payment transactions "by-the-trip" from pre-paid toll accounts like "SunPass®" are currently not accepted, and Annual Toll Passes from the Bob Sikes Bridge are not accepted at any other toll facility; i.e. the Bob Sikes Bridge is not currently interoperable with any other toll operation.

Nearly 80% of those visiting Pensacola Beach by automobile come from out of state, and 80% of the bridge toll transactions currently are cash. There are over 30,000 County Annual Toll Passes issued in circulation.

As the County moves forward with its new toll collection system, it intends for the System design to be able to accommodate new options for payment of tolls in addition to those currently offered methods discussed previously. These new payment options included the potential interface with the Florida's Turnpike Enterprise (FTE) SunPass® electronic toll collection system and/or the new Florida Centralized Customer Service System (CCSS) which could offer benefits to the County and the customer, such as improved traffic throughput, more customer payment options, and outsourced payment and toll enforcement processing services.

0.4. SYSTEM OVERVIEW

0.4.1. ROADSIDE TOLL COLLECTION SYSTEM

0.4.1.1. The Roadside Toll Collection System (RTCS) will include all toll system elements from the plaza and lanes (for all lane types) through to the Toll Host Environment, which is the host-located destination for all transactions and provides management and control of the RTCS.

(NOTE: It is recognized that the Contractor's Toll System solution architecture could have fewer levels than those shown in the Toll System Concept shown in Figures III.00.01 and III.00.02, in which case Plaza computer may not be applicable.)

0.4.1.2. The Toll System provision and maintenance shall be the Contractor's primary responsibility. The COUNTY intends to procure a System that requires as little customization as possible without limiting the System or the System's current capabilities.

Table III.00.01 – Summary of Channelized Toll Lanes

Escambia County, Florida

Toll System Upgrade Project

Summary of Channelized Toll Lanes

v01

Plaza Channelized Lane Type		Total		Replace Existing Channelized Lanes		New Channelized Lanes	
Channelized Lanes	Manned Booth/AVI		4		4		0
	Manned Booth/ ACM/AVI		0		0		0
	ACM/AVI		0		0		0
	Dedicated AVI		0		0		0
	GRAND TOTAL Travel Lanes		4		4		0

NOTES: (1) Travel lane quantities do not include shoulders.
(2) Travel Lane closest to the plaza operates as a Dedicated Toll Pass lane, although it is equipped as a manned booth/AVI.

0.4.2. BACK OFFICE SYSTEM

0.4.2.1. The "Back Office System" (BOS) will include a Customer Service Center (CSC) to support the COUNTY's existing transponder-based Annual Toll Pass program; accommodations for a future Toll Enforcement Center (TEC) to support the enforcement and the recovery of tolls owed by non-paying customers; the primary CSC database; and the user applications.

0.4.2.2. The Toll System shall be designed to ultimately interface with a future new BOS / CSC / TEC provided by an external third party (i.e. the Florida Centralized Customer Service System (CCSS) or other external BOS system).

0.4.3. SYSTEM INTERFACES

0.4.3.1. The new Toll Host Environment will be the new primary manager of the Toll System, and will continue to be responsible for most internal and external interfaces (external to the COUNTY).

0.4.3.2. The main external interfaces from the new Toll Host Environment will be related to other COUNTY systems, such as to the COUNTY enterprise accounting system, any web services, and the COUNTY's external websites; and also banking services associated with cash toll collection.

0.4.3.3. In the future, the Toll System is expected to have new external interfaces including to the SunPass electronic toll system and the future CCSS when it comes on-line. These Toll System's external interfaces would be through the new Toll Host Environment.

0.4.3.4. The main internal interfaces from the new Toll Host Environment will be related to the CSC.

0.4.3.5. In the future, the Toll System is expected to have new internal interfaces including to the future Toll Enforcement Center (TEC) and the future Image Processing Subsystem (IPS) when either are added. These internal interfaces would be through the new Toll Host Environment.

0.5. EXISTING TOLL SYSTEM OVERVIEW

0.5.1.1. See Appendix D, COUNTY Toll Collection System Overview for a high-level overview description and select highlights of the existing legacy toll collection system.

0.5.1.1.1. This information is provided for the Contractor's information only and is not intended to be an exhaustive description of the existing toll system or its environment.

0.5.1.2. In January 2015, the County began and Emergency contract with Transcore to make critical repairs and replacement to portions of the toll equipment. It is

the County's expectation that any replaced equipment is re-used in the new toll collection system.

0.5.1.3. The Contractor is responsible for its own due diligent discovery and validation of the condition and attributes of the existing legacy toll system and environment

0.6. COUNTY OBJECTIVES

The COUNTY Toll System Replacement Project promotes a number of high level objectives that include:

0.6.1.1. Replace/upgrade a system that has reached the end of its life-cycle

0.6.1.2. Improve operational efficiency while maintaining or improving safety

0.6.1.3. Support future potential implementation of SunPass interoperability with FTE and other toll agencies without replacing equipment.

0.6.1.4. Increase traffic through put in time pf peak traffic at the plaza

0.6.1.5. Enhance customer service with improved methods of payment at the lane; and simplify the Annual Toll Pass customer experience prorate Toll Pass purchase options, and online renewal and

0.6.1.6. As an option, provide for and perform future integration with the Florida Centralized Customer Service System (CCSS).

0.6.1.7. As an Option, provide image based review and OCR capacity.

0.7. GENERAL REQUIREMENTS

0.7.1. SYSTEMS ENGINEERING APPROACH

0.7.1.1. The COUNTY expects the Contractor to follow a structured systems engineering process in the design, develop, implement, and test the Toll Collection System Upgrade.

0.7.2. PROMOTE AUTOMATION

0.7.2.1. The Contractor shall design, furnish and install equipment acceptable to the COUNTY that provides an accurate and reliable audit data and reporting system, requiring a minimum of human intervention.

0.7.2.2. Key objective is to increase efficiency and reduce the possibility of errors in operation and maintenance.

0.7.3. Data Redundancy Within the System

0.7.3.1. The System shall ensure against any loss of data in recording, communicating, and data storage.

0.7.3.2. The System shall provide local storage of transactions at the toll lane/plaza level, and redundancy at the Toll Host and Disaster recovery site.

0.7.4. Integrate Components into a Complete System

0.7.4.1. The Contractor shall cooperate with other selected and legacy contractors to integrate all Project system components into a fully integrated and seamless system from the toll lanes through to the Toll Host Environment and CSC and other subsystems.

0.7.5. Standard & COTS Components

0.7.5.1. The Contractor shall use standard Commercial-Off-the-Shelf (COTS) components and designs to the maximum extent possible and avoid proprietary elements.

0.7.5.2. The Contractor shall select system components that can be procured through a competitive and available secondary source that is acceptable to the COUNTY. Any exceptions shall be approved by the COUNTY.

0.7.6. Proven Effective & Configurable Solution

0.7.6.1. The COUNTY would prefer a System design that is proven to be effective, reliable, robust, cost efficient to implement and maintain.

0.7.6.2. Though it is recognized that some design customization may be required to accommodate all of the System design requirements, the COUNTY would prefer a proven effective COTS solution with the built-in design flexibility to be configured to meet the COUNTY's requirements, rather than a solution requiring a significant amount of basic custom design from the outset.

0.7.7. Lane Integration

0.7.7.1. The Contractor shall integrate and control all Toll System devices in the field via the plaza computer (if applicable) and toll lane controllers on the Toll Facility Local Area Network (LAN).

0.7.7.2. The controlled devices shall include the ETC hardware, the vehicle detection and classification system, the image capture and image processing components (traditionally referred to as the Violation Enforcement System (VES)), manual toll lane equipment, feedback devices such as traffic signals, violation beacons and Patron Toll Displays (PTDs), and the overview video audit equipment (TVAS).

0.7.7.3. The System shall have a modular design that facilitates easy upgrade and/or replacement of devices.

0.7.7.4. To the greatest extent possible, the Contractor shall use IP-addressable devices networked to the plaza computers and/or lane/zone controllers for all lane peripheral devices. If not possible, the Contractor shall provide a written explanation as to why the devices cannot be used.

0.7.8. Toll System Interoperability with the Florida Interagency Electronic Toll Collection Interoperability Partner Agencies

0.7.8.1. The Contractor shall deliver a System that is completely interoperable with SunPass® (and its interoperable partners) and LeeWay, including all data exchange requirements and interface to the FTE SunPass® back offices, the future CCSS and the LeeWay back office.

0.7.9. Maintenance of Toll Revenue & Business Operations with Minimal Disruption during Transition from Legacy to New Toll System

0.7.9.1. During implementation of the new Toll System the COUNTY will continue to collect toll revenue, process vehicular and customer traffic, and conduct other business operations under "live" conditions.

0.7.9.2. During Transition, all legacy toll lanes must continue to properly process toll transactions until each lane is individually shut down for decommissioning and replacement by the new Toll System. The legacy plaza and Annual Toll Pass back office subsystems must continue to function until the decommissioning of all legacy lanes at the toll plaza is complete.

0.7.10. Ability for Cooperative Purchase

0.7.10.1. In addition to the COUNTY's purchase, other political divisions of the State of Florida (i.e. counties, cities, and expressway authorities) which operate toll roads, now or in the future, may purchase, subject to their own governing law, toll collection system software and equipment, directly from the Contractor.

0.7.10.2. Such purchase shall be at or below the unit rates applicable to the COUNTY's planned purchases in the same time period.

0.8. Owner-Furnished Materials – Use of Legacy Equipment

0.8.1. General

0.8.1.1. The COUNTY will provide the following materials including certain legacy toll equipment for the Contractor to integrate into the new Toll System.

0.8.2. Desktop Workstations, Monitors and Servers

0.8.2.1. The Contractor shall bid all new equipment, with the exception of new equipment recently installed as part of the COUNTY emergency repair contract.

0.8.2.2. The COUNTY will make available any of the existing equipment or Servers to the Contractor. Should the Contractor use the existing equipment the contractor will assume all risk of the proper integration of any existing equipment into the new toll system.

0.8.2.3. The COUNTY expects the Contractor to provide new equipment whenever cost reasonable to the COUNTY. In the event that the Contractor and the COUNTY agree for the reuse of certain equipment, or the COUNTY purchases new equipment, the Contractor shall credit the COUNTY the cost of the proposed new equipment in the bid.

0.8.2.4. The Contractor shall verify that the COUNTY-furnished workstations are adequate for use as part of the System.

0.8.2.5. The Contractor shall provide workstation specification details such that if the existing COUNTY furnished workstations are not adequate, then the COUNTY may purchase, or have the Contractor purchase through the contract new workstations when appropriate.

0.9. HIGH LEVEL DESIGN CONCEPT

0.9.1. PROJECT-LEVEL SYSTEM OVERVIEW & ARCHITECTURE CONCEPT

0.9.1.1. The proposed replacement Toll System shall use a multi-tier architecture that may include Toll Host Environment, Plaza Level, and Lane Level. The overall toll System framework is illustrated by the block diagram in Figure III.00.01. The High-Level Concept shall be revised by the Contractor during the Design Phase into its final form.

0.9.1.2. It is envisioned that the System will be a centralized distributed system as shown in Figure III.00.01, performing overall management of the System and supporting centralized coordination between the tolling and other internal and external components as necessary.

0.9.1.3. In the event that communications is lost, transaction data shall be stored locally, and once communications are restored, the data shall be transmitted automatically with no loss of data.

0.9.1.4. Remote monitoring capabilities of system components and field operations shall be required.

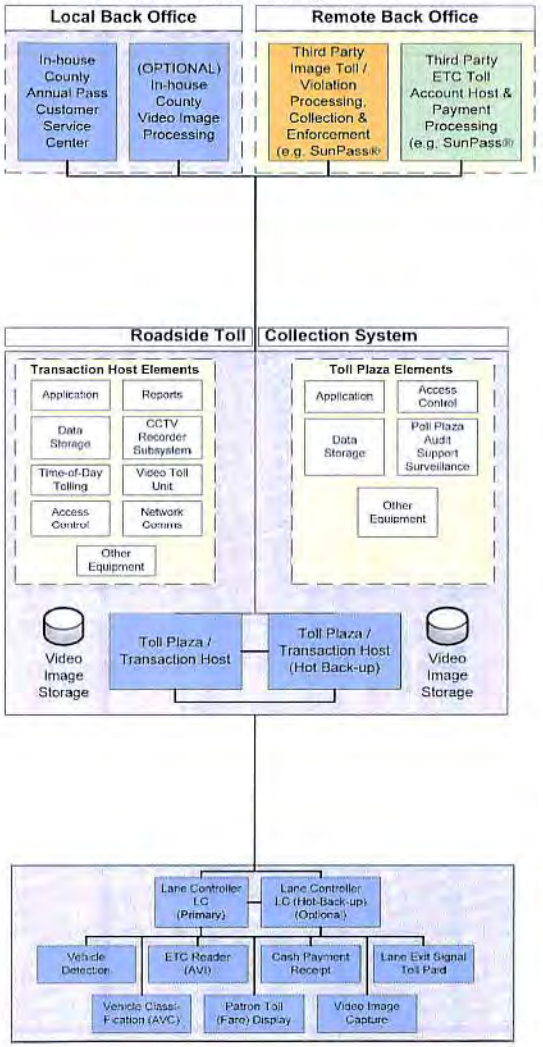
0.9.1.5. The Toll Host Environment shall communicate with the Plaza and Lane equipment, and be able to communicate with the future IPS, and the future TEC.

0.9.1.6. Figure III.00.02 indicates some of the various tolling functions of the System and how they might be performed by multiple System tiers

0.9.1.6.1. Local back office functions are expected to be performed at the Santa Rosa Island Authority (SRIA) offices, located at: 1 Via De Luna Drive, Gulf Breeze, FL 32561

0.9.1.6.2. Host equipment is expected to be located at the at the COUNTY's Level 5 data center at: 6575 North "W" Street, Pensacola, FL 32505

Figure III.00 - 01 – Overall Conceptual Toll System Framework



Back Office CSC Level

BOS / CSC / VPC - Functions

- Transmit data to & from New Toll Host
- Generate toll rate schedule
- Transmit toll rate schedule to New Toll Plazas
- Generate list of valid / invalid AVI transponder IDs
- Generate Hot List of Vehicles of Interest License Plate Numbers
- Receive & store toll transaction data from New Toll Host for payment processing/posting to customer toll accounts
- Receive & store toll violation video image data from New Toll Host for violation processing & payment processing
- Receive & store toll transaction data from legacy Toll Plazas for payment processing/posting to customer toll accounts
- Receive & store toll violation video image data from legacy Toll Plazas for violation processing & payment processing
- Transmit toll transactions from Legacy Plazas/Toll Lanes to New Toll Host
- Manual image review for Legacy Toll System
- Reconcile toll transactions from Legacy Toll Plazas/Toll Lanes (thru Transition Period)
- Amend transactions (thru Transition Period)
- Administer customer toll accounts hosted by OOCEA (thru Transition Period)
- Create system logs for Legacy Toll System
- Generate system reports
- Generate correspondence to customers
- Interface with external entities (e.g. other interoperable CSC, LPN Look-up, banks/credit card processors, mail house, etc.)
- Interface with OOCEA website(s)
- Interface with Eden Enterprise Accounting System

Separate Application Functionality (TBD)

- Toll audit
- Warehouse / archive data

Roadside Toll Collection System

Toll Host Level

New Toll Host - Functions

- Transmit data to and from BOS / CSC / VPC
- Receive & store list of valid / invalid AVI transponder IDs from BOS / CSC / VPC & future BOS / CSC(s)
- Receive & store Hot List of Vehicles of Interest License Plate Numbers from BOS / CSC / VPC & future BOS / CSC(s)
- Transmit data to and from Toll Plaza
- Generate toll rate schedule
- Transmit toll rate schedule to Toll Plaza
- Receive toll transaction data from Toll Plaza
- Receive toll violation data from Toll Plaza
- Collect & store transactions and video image data
- Receive event messages & Tour of Duty and vault-related records from Toll Plaza
- Monitor ops status of Toll Plaza / Lane devices
- MOMS - Monitor real-time health of Toll Plaza / Lane devices
- Store audit / video data
- System-wide time synchronization
- Create system logs
- Generate system reports
- Interface with audit application
- Manage and& store list of valid employee IDs for controlled access to facility and systems
- Generate alarms for system issues
- MOMS application / interface
- Provide software updates and configuration to Plaza, Single Mixed Cash Lane toll equipment
- Support redundant, hot database

Manual Image Review Application Functionality

- Provide for Toll Lanes the functionality for review of video images of license plates by human reviewer, enhance video images for legibility, record license plate number and other descriptive data from the image, and updating a toll transaction with the LP data.

Plaza Level *(if applicable)*

Toll Plaza - Functions

- Transmit data to & from Toll Host
- Receive & store list of valid / invalid AVI transponder IDs from Toll Host
- Receive and store Hot List of Vehicles of Interest License Plate Numbers from Toll Host
- Receive toll rate schedule from Toll Host
- Transmit data to & from Toll Lane (including toll rate schedule)
- Transmit toll rate schedule data to Toll Lane
- Receive & process toll transaction data from the Toll Lane
- Receive & process video image (LPN) data from the Toll Lane
- Video Image (LPN) Processing - Initial OCR of image
- Store transactions & video image (LPN) data
- Compare OCR/Vehicle Fingerprint to corresponding Hot List for downstream enforcement
- Collector tour management & reconciliation
- Monitor vault inventory, status & activity
- Lane administration – open, close, special events, etc.
- Monitor real-time ops status of Toll Lane devices
- MOMS - Monitor real-time health of Toll Lane devices
- Generate Plaza-level reports
- Receive audit video data from the Toll Lanes
- Record video images to support auditing of toll operations
- Receive / store valid list of valid employee IDs for access to facility / system from Toll Host
- Provide software updates & configuration to Toll Lane equipment

Lane Level

New Toll Lane - Functions

- Transmit data to & receive data from Toll Plaza
- Store valid / invalid transponder files & use for AVI transactions
- Receive and store Hot List of Vehicles of Interest License Plate Numbers from Plaza
- Vehicle Detection
- Vehicle Classification
- Determine toll amounts for vehicles
- Cash toll collector user interface functions
- Cash toll collection & print receipts
- Vehicle Identification - Read RFID AVI transponders
- Vehicle Identification - Video image capture - License Plate Numbers
- Generate toll transactions
- Store toll transactions
- Cash Mgt - Monitor ACM coin vault activities
- MOMS - Monitor real-time health of lane equipment

0.10. PROJECT PHASES & MILESTONE SCHEDULE

0.10.1. GENERAL

0.10.1.1. This section defines the framework for the development of this Project across several project phases, the Project schedule itself and the Project testing requirements.

0.10.1.2. This Project framework shall form the organization and structure for the Contractor's Project Management Plans, as well as for the Master Schedule and the test programs.

0.10.1.3. The Contractor shall implement the Toll System Replacement Project and perform the Services as defined in the Contract in accordance with the Project Milestone Schedule as defined below.

0.10.2. PROJECT PHASES

0.10.2.1. Table III.00.02 provides a high-level summary of the phases of the Project work and the associated activities expected to be executed under each phase. (However, it is not intended to be an exhaustive list.)

0.10.2.2. Each phase will require written authorization from the COUNTY

0.10.3. PROJECT STAGES OF TOLL SYSTEM INSTALLATION

TABLE III.00.02 - Project Phase Descriptions	
Phase	**Phase Definition & Description of Activities**
NTP & Prelim. Work	**Notice-to-Proceed** Upon Contract Signature and COUNTY Written Authorization to Begin Work
Phase I	**System Design Development**
	Mobilization Program Management Plan, including: • Project Schedule • Communications & Document Control Plan • Quality Assurance Plan • Safety Plan • Configuration Management Plan **Milestone 1 – Completion of Mobilization** Business Rules Development System Design & Deliverables Revise / Update System Requirements Transition Plan Master Test Plan Update
	Preliminary Design Review (PDR) **Milestone 2 – Satisfactory Completion of Preliminary Design Review (PDR)** Detailed Design Review (DDR) **Milestone 3 – Satisfactory Completion of Detailed Design Review (DDR)**
Phase II	**System Integration, System Implementation, Installation, Commissioning & Testing**
	Software Development & Configuration • Software & System Interface Development, Configuration & Unit Testing • Develop Interface Control Documentation (ICD) Hardware Configuration System Integration Installation Design • COUNTY Data Center Pre-Installation Walk-Through Toll Host Environment • COUNTY Customer Service Center (CSC) Pre-Installation Walk-Through • Hardware Installation & Shop Drawings • Lane System Hardware Installation Drawings & Shop Drawings • Plaza / Lane System Pre-Installation Walk-Through Integration of Toll Host Environment & SunPass Customer Service Center or CCSS
	Hardware & Equipment Procurement & Assembly
	Factory Acceptance Test (FAT) Plan Approval
	Factory Acceptance Test (FAT) **Milestone 4 – Satisfactory Completion of Factory Acceptance Test (FAT)**

	Installation Plans, Documentation & Report Submittals Management & Coordination of Implementation / Installation Activities Authorization for Equipment Delivery & Installation Training of COUNTY and Contract Personnel • (NOTE: May be concurrent with Toll Host Environment implementation) Toll Host Environment Subsystems Implementation (including Toll Host, Reporting, TVAS, CSC, MOMS, etc.) System Component Testing **Milestone 5 – Satisfactory Completion of Implementation of Toll Host Environment** External Interface & Toll Interoperability Testing for Toll Host Environment **Milestone 6 – Satisfactory Completion of External Interface & Toll Interoperability Testing for Toll Host Environment** Toll Plaza & Toll Lane Implementation • Implementation of Plaza • Implementation of Initial Toll Lane System Initial End-to-End Testing (SIETET) for Initial Toll Lane Implementation of Remaining Toll Lanes System Installation & Commissioning Testing **Milestone 7 – Satisfactory Completion of System Installation & Commissioning Testing**
	Open to Full Commissioned Operations Address Installation Punch List
Phase III	**Final System Acceptance**
	Final System Acceptance Testing (SAT) Phase III Submittals Final System Acceptance **Milestone 8 – Satisfactory Completion of the Final System Acceptance Test (SAT)**
Phase IV	**Warranty Period**
	Warranty Period
Phase V	**System Maintenance Period**
	System Maintenance – Initial (Commissioning thru Hardware Warranty Period) **Milestone 9 – End of Initial System Maintenance Period** System Maintenance – Operational (Post-Hardware Warranty Period) • Maintenance of Performance Level of Final System Acceptance Test (SAT) **Milestone 10 – End of Operational System Maintenance Period**

0.10.4. Project Schedule Milestones

0.10.4.1. Table III.00.03, below provides the initial milestones that are expected to be in the Contract.

0.10.4.1.1. The schedule and dates presented below are provided at a high level and are subject to change until establishment of the formal schedule.

0.10.4.1. The Contractor shall submit the initial schedules in its proposals and the Contractor shall maintain an updated set of schedules with these milestones as baseline dates.

Table III.00.03 – Project Milestones Summary

Project Phase	Mile-stone No.	Milestone	Time Frame - *Missing dates shall be determined by the Contractor with County approval*
Phase I System Design Development	1	Completion of Mobilization	__/__/201_
	2	Satisfactory Completion of Preliminary Design Review (PDR)	__/__/201_
	3	Satisfactory Completion of Detail Design Review (DDR)	__/__/201_
Phase II System Integration, System Implementation, Installation, Commissioning & Testing	4	Satisfactory Completion of Factory Acceptance Test (FAT)	On or before _11_/_1_/2015_
	5	Satisfactory Completion of Implementation of Toll Host Environment	__/__/201_
	6	Satisfactory Completion of External Interface & Toll Interoperability Testing of Toll Host Environment	__/__/201_
	7	Satisfactory Completion of System Installation & Commissioning Testing	On or before 3/1/2016
Phase III Final System Acceptance	8	Satisfactory Completion of Final System Acceptance Testing (SAT)	__/__/201_
Phase IV Warranty Period	----	----------	__/__/201_ THRU __/__/201_ H/W: Host Environment: Date of Host Environment Commissioning for 3 years. Plaza: Date of Plaza Commissioning for 1 year. Custom S/W: Date of Plaza Commissioning thru end of Contract Term.
Phase V System Maintenance Period	9	End of Initial System Maintenance Period	__/__/201_ H/W: Date of Final System Acceptance. S/W: Date of Final System Acceptance.
	10	End of Operational System Maintenance Period	5 years after Date of Final System Acceptance.

1. APPLICABLE DOCUMENTS, STANDARDS, CODES & GUIDELINES

1.1. GENERAL

1.1.1.1. The COUNTY's significant long-term investment in this Project requires a quality sustainable product delivered by the Contractor.

1.1.1.2. Project deliverables shall be delivered using industry best practices and standards.

1.1.1.3. The Contractor and System shall comply with all applicable laws, statutes, ordinances, codes, standards, guidelines, industry best practices, etc.

1.1.1.4. Key governing and/or standards organizations include, but shall are not limited to the following:

1.1.1.4.1. Federal, state, and local governmental entities of the United States having proper jurisdiction over this project

1.1.1.4.2. National Fire Protection Association adhering to National Electric Code – NFPA 70 or latest edition

1.1.1.4.3. National Electrical Contractors Associations - National Electrical Installation Standards (latest edition)

1.1.1.4.4. Florida Department of Transportation Standard Specifications for Road and Bridge Construction

1.1.1.4.5. Occupational Safety & Health Administration's Installation and Construction Safe Practices and Procedures (latest edition)

1.1.1.4.6. National Electrical Manufacturers Association

1.1.1.4.7. Insulated Power Cable Engineers Association for Standards for cabling and color standards for conductors (latest edition)

1.1.1.4.8. Underwriters Laboratories for Electrical Safety

1.1.1.4.9. Federal Highway Administration -Manual on Uniform Traffic Control Devices (latest edition)

1.1.1.4.10. Florida Department of Transportation

1.1.1.4.11. Florida Building code (latest edition)

1.1.1.4.12. American Society for Testing and Materials (ASTM International)

1.1.1.4.13. Americans with Disabilities Act and the Florida Civil Rights Act

1.1.1.4.14. National Fire Protection Association (NFPA)

1.1.1.4.15. IEEE

1.1.1.4.16. Underwriters' Laboratories

1.1.1.4.17. Generally Accepted Accounting Principles governed by the Governmental Accounting Standards Board and American Institute of Certified Public Accountants by the Accounting Standards Executive Committee (AcSec).

1.1.1.4.18. Payment Card Industry (PCI) Data Security standards provided by VISA, MasterCard, American Express, and Discover (latest edition), if applicable.

1.2. OTHER

1.2.1.1. The COUNTY is currently updating all policies, procedures and guidelines, and the Contractor shall utilize the most current applicable COUNTY policies and procedures.

2. TASKS INCLUDED IN SCOPE OF WORK

2.1. GENERAL

2.1.1. GENERAL

2.1.1.1. This section provides an overview description of the work tasks that the Contractor shall provide in this Contract.

2.1.1.2. All payment items and associated descriptions are provided in Volume V, Method of Payment.

2.1.1.3. Additional detailed requirements for the Deliverables listed herein can be found in the applicable sections of this document. The System Requirements that define the character of the work product required to be delivered under this Contract are described in Volume IV, System Requirements.

2.1.1.4. Additional information is provided in Volume VI, Appendices.

2.1.2. ANY WORK REQUIRED

2.1.2.1. The Contractor shall perform all work required and necessary to deliver the products, functions, systems and services specified in the System Requirements and this Statement of Work.

2.1.2.2. Any activities required to meet the System Requirements of this specification are considered to be within the scope of the overall Contract unless specifically excluded.

2.1.2.3. The Contractor shall make any physical changes to existing facilities as necessary to accommodate the installation of the new Toll System, including, but not limited to electrical systems, panels, climate control, equipment racks, etc.

2.1.2.4. The Contractor shall make any temporary physical changes or other provisions required at the existing facilities for the transition from the legacy toll system to the new Toll System, including, but not limited to electrical systems, panels, climate control, equipment racks, etc.

2.1.2.4.1. Such temporary changes or provisions shall be designed in accordance with the requirements contained throughout this Statement of Work, and especially Section 7.13, Installation Design & Documentation.

2.1.3. WORK LIMITATIONS

2.1.3.1. General

2.1.3.1.1. The Contractor will be limited in the type of work activities that may be conducted as described below.

2.1.3.2. Physical Modifications to Facilities

2.1.3.2.1. The Contractor shall make all necessary physical, structural and electrical modifications to accommodate the System.

2.1.3.2.2. In general, the Contractor shall not make physical modifications to COUNTY facilities without written authorization from the COUNTY. Pre-approval by the COUNTY or the COUNTY's designated representative is required for all facilities-related work.

2.1.3.2.2.1. Some examples of this would be modifications to the toll islands, structural modifications, certain electrical wiring and cuts in the pavement

2.1.3.2.3. The running of conduits and cables through existing openings in the facility structure would generally be permitted; however, such work must not impact the on-going function of the legacy toll collection system.

2.1.3.2.4. For the requested modifications, the Contractor shall provide acceptable detailed design sketches, engineering drawings and descriptions of the work required for proper installation in accordance with the requirements contained throughout this Statement of Work, and especially Section 7.13, Installation Design & Documentation.

2.1.4. PHASED IMPLEMENTATION APPROACH

2.1.4.1. The COUNTY requires a phased approach to implementation of this project, which includes the following phases:

2.1.4.1.1. Phase I – System Design Development

2.1.4.1.2. Phase II – System Implementation, Installation, Commissioning & Testing

2.1.4.1.3. Phase III – Final System Acceptance

2.1.4.1.4. Phase IV – Warranty Period

2.1.4.1.5. Phase V – System Maintenance Period

2.1.4.2. The COUNTY has established a series of key Schedule Milestone events distributed among the Phases that shall be met and to which progress payment shall be contingent.

2.1.4.3. See Table III.00.02 for a summary description of Project Phases.

2.1.4.4. See Table III.00.03 for a summary list of Project Milestones.

2.2. PHASE I – SYSTEM DESIGN DEVELOPMENT

2.2.1. PHASE OBJECTIVE(S)

2.2.1.1. The objectives of Phase I are to commence work on the Project; establish an effective program management and production organization for the Project; and develop an acceptable System design in accordance with the requirements that is approved by the COUNTY.

2.2.2. NOTICE-TO-PROCEED

2.2.2.1. The COUNTY will issue a Notice-to-Proceed (NTP) to the Contractor following execution of the Contract.

2.2.2.2. With the issuance of the NTP, the project time schedule shall commence and the Contractor shall commence work.

2.2.3. MOBILIZATION

2.2.3.1. Upon receipt of the NTP, the Contractor shall mobilize its forces to commence work.

2.2.3.2. During Mobilization, the Contractor shall establish its project management organization, policies, processes, procedures, local project office(s), mobilize its production resources and capability to develop the System design, and make any preparations for later activities such as testing, installation, training and maintenance.

2.2.3.3. The Contractor shall complete and receive COUNTY approval for, at a minimum, the initial deliverables listed below and related documents:

2.2.3.3.1. Program Management Plan, including the following:

2.2.3.3.1.1. Project Schedule – Master / Baseline

2.2.3.3.1.2. Master Quality Assurance / Quality Control Plan

2.2.3.3.1.3. Safety Plan

2.2.3.3.1.4. Configuration Management Plan

2.2.3.4. **Milestone 1 – Completion of Mobilization** – In order for this Milestone to be satisfied, the Contractor must have successfully completed with the COUNTY approval, all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.2.4. BUSINESS RULES DEVELOPMENT

2.2.4.1. The Contractor shall develop, in consultation with COUNTY staff, a set of Business Rules for the new Toll Collection System, and submit for the COUNTY approval, in accordance with Section 7, System Design Development Program.

2.2.5. SYSTEM DESIGN & DELIVERABLES

2.2.5.1. Based on the Business Rules and other System Requirements, the Contractor shall develop the design for the System.

2.2.5.2. The System Design Development process shall include the revision and update of System Requirements in accordance with the updated Business Rules to support COUNTY toll operations.

2.2.5.3. The Contractor shall provide at a minimum the following deliverables developed in accordance with Section 7, System Design Development Program. Additional deliverables may be required by the COUNTY.

2.2.5.3.1. System General Design

2.2.5.3.2. System Hardware Design & Cut Sheets

2.2.5.3.3. System Software Design

2.2.5.3.4. System Network Evaluation

2.2.5.3.5. System Test Program Design

2.2.5.3.6. Disaster Recovery Plan & Business Resumption Plan (Sections pertaining to Toll Host Environment, Plaza and Lanes)

2.2.5.4. These documents will support and may be included in the deliverables required for the Preliminary and Detailed Design Reviews.

2.2.6. TRANSITION PLAN

2.2.6.1. The Contractor shall provide a plan and complete data migrations from the existing Customer Service and Back Office Systems to the new system as part of this Contract

2.2.6.2. The Contractor shall provide plan and complete migration of the existing Toll Pass transponders to the future Toll Pass transponders as part of this Contract.

2.2.6.3. The Contractor shall develop a complete and comprehensive Transition Plan and submit for COUNTY approval, in accordance with Section 7, System Design Development Program.

2.2.7. MASTER TEST PLAN UPDATE

2.2.7.1. The Contractor shall submit a Master Test Plan to the COUNTY for review, comment and approval in accordance with Section 9, Testing Program.

2.2.8. PRELIMINARY DESIGN REVIEW (PDR)

2.2.8.1. The Contractor shall conduct a Preliminary Design Review (PDR) meeting(s) in accordance with the Project Milestone Schedule, the requirements described in Section 7, System Design Development Program.

2.2.8.2. **Milestone 2 – Complete Preliminary Design Review (PDR)** – In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, all deliverables due to be completed and other requirements to be satisfied.

2.2.9. DETAILED DESIGN REVIEW (DDR)

2.2.9.1. The Contractor shall conduct a Detailed Design Review (DDR) meeting(s) in accordance with the Project Milestone Schedule, with the requirements described in Section 7, System Design Development Program.

2.2.9.2. **Milestone 3 – Complete Detailed Design Review (DDR)** – In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, all deliverables due to be completed and other requirements to be satisfied .

2.3. PHASE II – SYSTEM INTEGRATION, SYSTEM IMPLEMENTATION, INSTALLATION, COMMISSIONING & TESTING

2.3.1. PHASE OBJECTIVE(S)

2.3.1.1. The objective of Phase II is to produce in a development environment the fully functional integrated System in accordance with the System Requirements and the Detailed Design approved after DDR by the COUNTY.

2.3.1.2. The fully functional integrated System shall then be required to pass full comprehensive testing at the "factory" before being approved by the COUNTY for on-site installation and integration.

2.3.1.3. During this phase the design details of System field installation shall be designed by the Contractor and submitted to the COUNTY for approval.

2.3.1.4. Another objective of Phase II is to implement, install, commission and test the fully functional integrated System for service in a live, field environment at the COUNTY toll system sites in accordance with the System Requirements, the Detailed Design approved after DDR by the COUNTY, the approved Implementation and Transition Plans, and other applicable approved plans and designs.

2.3.1.5. The System Implementation shall provide for a smooth system installation and operational Transition from the full revenue operations under the COUNTY legacy toll collection system to revenue operations by the new Toll System.

2.3.1.5.1. The COUNTY implementation / transition approach is to begin System Implementation at the Toll Host Environment and progress downward to the Plaza-level toward the Toll Lane level.

2.3.1.5.2. The Toll Host Environment and related subsystems (e.g. CSC, etc.) must be successfully integrated with all external interfaces successfully functional before the COUNTY will authorize transition of the Plaza and first legacy Toll Lane to the new Toll System.

2.3.1.5.3. The transition process shall include the proper migration of legacy data for Annual Toll Pass accounts and transponder inventory from the legacy CSC to the new CSC.

2.3.1.6. Due to the mission critical nature of the legacy toll system, the new fully functional integrated initial System shall then pass full comprehensive end-to-end testing of the Toll Host environment, Plaza and the first Toll Lane configuration (SIETET) and then Installation & Commissioning Testing before being approved by the COUNTY for further installation and transition of the remaining three (3) toll lanes.

2.3.2. SOFTWARE DEVELOPMENT & CONFIGURATION

2.3.2.1. The Contractor shall develop and configure the Toll System software in accordance the approved Detailed Design Review (DDR) Document and other related design documentation approved by the COUNTY.

2.3.2.2. The necessary Software development work shall be conducted in accordance with the Project Milestone Schedule.

2.3.3. HARDWARE CONFIGURATION

2.3.3.1. The Contractor shall configure the Toll System hardware in accordance with the approved Detailed Design Review (DDR) Document and other related design documentation approved by the COUNTY.

2.3.3.2. The Hardware configuration work shall be conducted in accordance with the Project Milestone Schedule.

2.3.4. SYSTEM INTEGRATION

2.3.4.1. The Contractor shall provide System Integration for the Toll System in accordance the approved Detailed Design Review (DDR) Document and other related design documentation approved by the COUNTY.

2.3.4.2. The System Integration work shall be conducted in accordance with the Project Milestone Schedule.

2.3.5. INSTALLATION DESIGN

2.3.5.1. Installation Plans & Shop Drawings

2.3.5.1.1. Bob Sikes Toll Plaza - The Contractor shall prepare installation plans and shop drawings for the toll plaza and each toll lane for COUNTY review and approval.

2.3.5.1.2. The Contractor shall prepare installation plans for the equipment to be located at the following COUNTY office location:

2.3.5.1.2.1. Data Center: 6575 North "W" Street, Pensacola, FL 32505

2.3.5.1.2.2. Operations Center and Disaster Recovery Site:, 3363 West Park Place, Pensacola, FL 32505 (Central Office Complex and Disaster Recovery site)

2.3.5.1.2.3. Santa Rosa Island Authority (SRIA) customer service Center at:1 Via De Luna Drive, Gulf Breeze, FL 32561.

2.3.5.1.2.4. Other future locations as directed by the COUNTY.

2.3.5.2. Installation Provisions for Toll System Transition

2.3.5.2.1. The Contractor's Installation Design and Plans shall account for the System Transition process.

2.3.5.2.2. The toll facilities (i.e. Data Center(s), toll plaza, toll lanes, etc.) shall accommodate hardware elements and apparatus for BOTH the new Toll System elements and the legacy toll system elements until the appropriate legacy toll system elements can be decommissioned and removed.

2.3.5.3. The COUNTY Data Center Pre-Installation Design Walk-Through

2.3.5.3.1. The Contractor shall participate with the COUNTY in one or more "pre-build-out" design meeting(s) and subsequent walk-through(s) of the COUNTY Data Center(s).

2.3.5.3.2. During this walk-thru the COUNTY will identify items to be salvaged (vs. disposed of as waste), and determine disposition plans for the items that are to be salvaged.

2.3.5.4. Toll Host Environment / Data Center Hardware Installation & Shop Drawings

2.3.5.4.1. The Contractor shall in accordance with this Statement of Work prepare installation plans and shop drawings for the equipment to be located at the COUNTY Data Center.

2.3.5.4.2. For further detailed requirements, see Section 7 System Design Development Program.

2.3.5.5. Plaza / Lane System Pre-Installation Design Walk-Through

2.3.5.5.1. The Contractor shall conduct a Pre-installation Design meeting and, where possible and appropriate, walk-through(s) with the COUNTY and its representatives.

2.3.5.5.2. During this walk-thru the COUNTY will identify items to be salvaged (vs. disposed of as waste), and determine disposition plans for the items that are to be salvaged.

2.3.5.6. Lane System Hardware Installation & Shop Drawings

2.3.5.6.1. The Contractor shall in accordance with this Statement of Work provide detailed installation instructions for all hardware provided under this Contract.

2.3.5.6.2. The Contractor shall provide accommodations to incorporate the legacy toll equipment which the COUNTY intends to reuse as part of the new Toll System.

2.3.6. HARDWARE & EQUIPMENT PROCUREMENT & ASSEMBLY

2.3.6.1. The Contractor shall procure / assemble the hardware for the System.

2.3.7. FACTORY ACCEPTANCE TEST (FAT) PLAN APPROVAL

2.3.7.1. The Contractor shall develop and submit Factory Acceptance Test Plan(s) for COUNTY review, comment and approval in accordance with Section 9 (Testing Program, Factory Acceptance Test Plan) and the Project Milestone Schedule.

2.3.7.2. The FAT Test Plan shall be in accordance with Section 9 (Testing Program, Factory Acceptance Test Plan) in this Statement of Work.

2.3.8. FACTORY ACCEPTANCE TEST (FAT)

2.3.8.1. The Contractor shall conduct complete Factory Acceptance Testing (FAT) in accordance with the requirements described herein, in Section 9, Testing Program, and elsewhere as applicable in this Statement of Work.

2.3.8.2. **Milestone 4 – Factory Acceptance Test (FAT) Approval** - In order for this Milestone to be satisfied, the Contractor must have successfully completed with COUNTY approval, the test and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.3.9. INSTALLATION PLANS, DOCUMENTATION & REPORT SUBMITTALS

2.3.9.1. During the installation phase of the Project, the Contractor shall as a minimum, provide the following deliverables. (Additional deliverables may be required by the COUNTY.)

2.3.9.1.1. Final Installation Plans and Procedures for Field Installation

2.3.9.1.2. Installation Progress Reports

2.3.9.1.3. Installation Punch list, Punch list Progress and Final Reports

2.3.9.1.4. "As-Built" Drawings, Revised Cut Sheets, Equipment Inventory Reports

2.3.9.1.5. Toll Host Environment and Interface Test Plan and procedures

2.3.9.1.6. Roadside Test Plan and Procedures

2.3.9.1.7. Training Plans

2.3.9.1.8. Training Manuals

2.3.9.1.9. Maintenance Plans

2.3.9.1.10. Maintenance Manuals

2.3.9.1.11. Roadside System Operations Manual (Draft & Final)

2.3.10. MANAGEMENT & COORDINATION OF IMPLEMENTATION / INSTALLATION ACTIVITIES

2.3.10.1. The Contractor shall manage the staged Implementation process described below, to ensure an efficient, smooth and safe process that will deliver a quality product with minimal disruption of toll revenue and business operations.

2.3.10.2. The Contractor shall coordinate installation activities with the COUNTY, the COUNTY operations plaza managers and other contractors as appropriate and any other entity required or identified by the COUNTY to properly complete the installation phase.

2.3.11. INSTALLATION STAGING CONCEPT

2.3.11.1. System implementation shall be organized into these general areas:

2.3.11.1.1. Data Centers (primary/COUNTY Central Office Complex & Disaster Recovery sites) –Toll Host Environment Reporting, CSC, TVAS, MOMS, etc.

2.3.11.1.2. Plaza Installation Site

2.3.11.2. An overview of the Staged Implementation / Integration Concept is provided in Figure III.00.03.

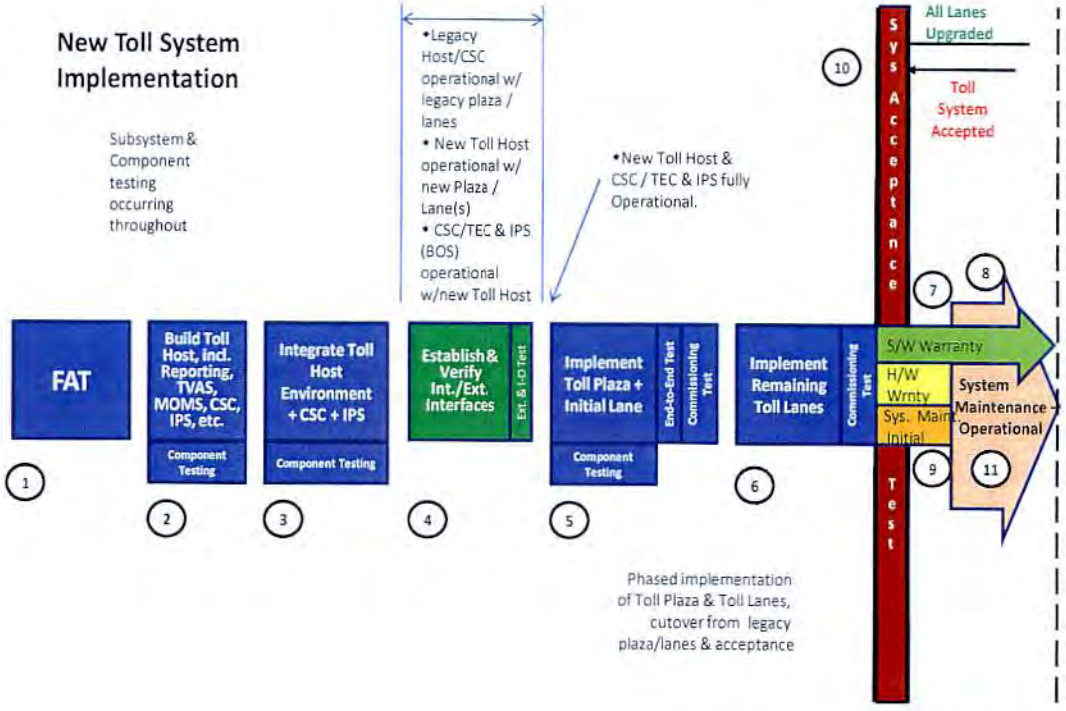
2.3.11.2.1. The illustration and discussion of the activities is at a high-level and intended to communicate the general coordination and sequencing of activities; and may not include all activities required for successful implementation and completion of the Project. For example, not all the testing activities required are shown in the figure.

2.3.11.2.2. The following are brief descriptions of the installation and integration activities. The last digit in the section number corresponds to the numbers in the ovals as shown in Figure III.00.03, below.

2.3.11.2.2.1. Toll System Factory Acceptance Testing (FAT)

2.3.11.2.2.2. Build the Toll Host Environment – The Contractor shall build, install, and test the Toll Host Environment (including the Reporting, CSC, TVAS, MOMS, etc. elements) primary and disaster recovery sites at COUNTY facilities. This includes live testing of the Interface with the CSC subsystem.

Figure III.00.03 – Staged Implementation / Integration Concept



2.3.11.2.2.3. Integrate New Toll Host Environment – The Toll Host Environment is fully integrated with the Customer Service Center (CSC) (and the future Toll Enforcement Center (TEC)) and the future Image processing Subsystem (IPS).

2.3.11.2.2.4. Establish Internal / External Interfaces – The Contractor and the COUNTY together will test the interfaces with external systems such as the COUNTY enterprise financial accounting system, and also other entities such as toll interoperability partners, Florida Department of Highway Safety & Motor Vehicles (DHSMV), payment card processors and banks/credit card companies, etc. This testing shall align with Activity 2

2.3.11.2.2.5. Implement Toll Plaza & Initial Toll Lane – At the Toll Plaza the Contractor will build the new Plaza environment for the roadside Toll System along-side the legacy plaza environment. Once the new Plaza environment has been installed, integrated with the Toll Host Environment and initially tested, the Contractor shall build the initial Toll Lane and integrate it with the new Toll Plaza and Toll Host Environment. This shall be a permanent installation for the single channelized Cash + Electronic toll lane. The Toll Host is exchanging data with the CSC (with future) TEC) and future IPS. The Toll Host is receiving transactions from the Plaza and initial Lane, and data is communicated from the CSC via the new Toll Host Environment down to the Lanes, and from the initial ioll lane up to the back office subsystem(s).

2.3.11.2.2.6. Implement Remaining Toll Lane, Commission for Revenue Service, plus Plaza Acceptance Test – Once Activities 2, 3, 4, 5 and 5 are complete the Contractor shall then continue to install the new Toll System components on the balance of the COUNTY's Toll Lanes. This shall be done systematically in logical order from far right to left as one approaches the toll plaza. As these Toll Lanes are completed and successfully tested they will be commissioned into revenue service and their Warranty period will begin.

2.3.11.2.2.7. Warranty Period (Hardware & Systems) – The Contractor shall provide a Warranty period for Equipment and Hardware once the new Toll System completed and Commissioned for revenue service. During this time, the legacy equipment shall be removed in coordination with the new System implementation.

2.3.11.2.2.8. Warranty Period (Software) – The Contractor shall provide a Warranty period for Software once the new Toll System is completed and Commissioned for revenue service. The Software Warranty shall extend from the Commissioning until the end of the Contract term for the full Toll System.

2.3.11.2.2.9. Initial System Maintenance – Following the Commissioning of the Toll Plaza the Contractor shall provide ongoing Initial Maintenance of the Toll System through the Hardware Warranty Period.

2.3.11.2.2.10. System Acceptance Test – Once the new Toll System is completely installed, it will undergo the Final System Acceptance Test.

2.3.11.2.2.11. Operational System Maintenance – Following the Initial System Maintenance Period the Contractor shall provide ongoing Operational System Maintenance of the Toll System.

2.3.12. AUTHORIZATION FOR EQUIPMENT DELIVERY & INSTALLATION

2.3.12.1. After COUNTY approval of the Factory Acceptance Test; the coordination and approval required for shipment and installation; and subject to written approval only by the COUNTY, the Contractor shall begin shipment of Toll System equipment to the Project site to begin the installation phase.

2.3.12.2. Unless otherwise agreed, no actual equipment installation activity shall take place on site until Factory Acceptance Test approval has been obtained and any such equipment delivery and installation is approved in writing by the COUNTY.

2.3.12.3. If in the opinion of the Contractor any conduit installation or other minor physical modifications to the toll lane/plaza buildings or back office facilities may be required prior to the successful execution of the FAT, these may be performed prior to approval of the Factory Acceptance Test if they are approved in writing by the COUNTY and done at the Contractor's own risk.

2.3.13. TRAINING OF COUNTY PERSONNEL

2.3.13.1. The Contractor shall commence the training of COUNTY personnel at least 10 business days prior to the scheduled completion of Toll Host Environment

Interface Testing in accordance with the Training Plan as approved by the COUNTY.

2.3.13.2. This activity may occur concurrently with the Toll Host Environment Implementation described below.

2.3.13.3. See Section 10, Training Program for further requirements.

2.3.14. TOLL HOST ENVIRONMENT IMPLEMENTATION

2.3.14.1. Toll Host Environment implementation shall occur after successful completion of the FAT and written authorization from the COUNTY.

2.3.14.2. COUNTY Data Centers & Back Office CSC Installation & Testing

2.3.14.2.1. The Contractor shall first furnish, install, test the new Toll Host Environment (including the Reporting, TVAS, MOMS, CSC, etc. elements) and establish the network connectivity.

2.3.14.2.2. The Contractor shall furnish, install, test the new disaster recovery Toll Host Environment (including the Reporting, TVAS, MOMS, CSC, etc. elements) and establish the network connectivity.

2.3.14.3. Toll Host Environment System Component Testing

2.3.14.3.1. The Contractor shall conduct data migration and transition testing in coordination with the COUNTY.

2.3.14.4. **Milestone 5 – Complete Implementation of Toll Host Environment** - In order for this Milestone to be satisfied, the Contractor shall have successfully completed with the COUNTY approval, the testing and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.3.15. TOLL HOST ENVIRONMENT INTERFACE & INTEROPERABILITY TESTING

2.3.15.1. Toll Host Environment Internal Interface Testing

2.3.15.1.1. The Contractor in coordination with the COUNTY shall conduct complete Toll Host Environment Internal Interface Testing in accordance with the appropriate COUNTY-approved test plans, and in accordance with the requirements described herein, in Section 9, Testing Program, and elsewhere as applicable in this Statement of Work.

2.3.15.2. Toll Host Environment External Interface & Toll Interoperability Testing

2.3.15.2.1. The Contractor in coordination with the COUNTY shall conduct complete External Interface & Interoperability Testing in accordance with the appropriate COUNTY-approved test plans, and in accordance with the requirements described herein, in Section 9, Testing Program, and elsewhere as applicable in this Statement of Work.

2.3.15.3. **Milestone 6 – Completion of Toll Host Environment Interface & Toll Interoperability Testing** – In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, the test and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.3.16. Toll Plaza & Toll Lane Implementation

2.3.16.1. Commencement of System Installation at Toll Plaza & Toll Lane Site

2.3.16.1.1. Field Installation for the Plaza and Toll Lanes may begin after the completion and approval of FAT.

2.3.16.1.1.1. As an exception, any installation activities conducted before successful completion of the FAT shall be with the approval of the COUNTY, and the Contractor would be working at its own risk in the event that FAT is unsuccessful.

2.3.16.1.2. The second, third and fourth legacy toll lanes shall remain fully operational for revenue service until successful completion of the System including the initial new Toll Lane has passed the End-to-End test, and the initial Toll Lane has been commissioned for revenue service.

2.3.16.2. Installation Work

2.3.16.2.1. Toll Plaza / Lane Installation by the Contractor shall include any necessary modification of the toll facility, related minor civil works and all other activities required to complete the installation of all roadside-related equipment for the complete successful functioning of the deployed System.

2.3.16.2.2. This installation work shall be conducted in accordance with the COUNTY-approved Installation Plan and Schedule.

2.3.16.2.3. Any such anticipated construction or modifications to the structures shall first be approved in writing by the COUNTY.

2.3.16.2.4. Any such anticipated construction or modifications to the structures must be in conformance with the applicable building codes, laws and regulations.

2.3.16.3. Protection of Existing Toll Equipment & Maintenance of Toll Revenue Collection Operations

2.3.16.3.1. The Contractor shall be responsible for installing elements of the new System while the existing system is still operational for revenue collection.

2.3.16.3.2. The Contractor shall at all times maintain the security and operational integrity of the legacy toll system equipment, while installing new System equipment.

2.3.16.3.3. During the installation of the new System, care shall be taken by the Contractor to not damage any of the existing system components.

2.3.16.3.4. During the installation of the new System, care shall be taken by the Contractor to avoid or minimize disruption of COUNTY revenue collection and business operations.

2.3.16.3.5. If any disruption to the existing toll collection system or its operations results in the COUNTY incurring additional cost or loss of revenue, such additional cost shall be borne by the Contractor.

2.3.16.3.6. The new Toll System equipment shall be installed, tested and staged by the Contractor, in order that disruption to traffic and toll collection operations on the toll road is minimized.

2.3.16.3.7. The Contractor shall be allocated a certain window of time to work in each lane which will be defined by the COUNTY after consultation with the Contractor.

2.3.16.4. Removal & Disposition of Existing System Equipment

2.3.16.4.1. For additional requirements for removal and disposition of existing system equipment see Section 8.4 Removal of Legacy Equipment / Debris / Cleaning / Work Site Restoration.

2.3.16.5. Maintenance of Traffic (MOT) Requirements for Installation

2.3.16.5.1. The Contractor shall maintain traffic control in accordance with all applicable standards and procedures in coordination with the COUNTY.

2.3.16.5.2. The Contractor shall be responsible for coordinating all lane closures and Maintenance of Traffic (MOT) activities at the COUNTY facility with the COUNTY Operations staff.

2.3.16.5.3. The Contractor shall be responsible for all expenses (labor and equipment) related to the MOT at the COUNTY facilities as part of the Toll System deployment.

2.3.16.5.4. The Contractor shall submit plaza-specific MOT plans before starting any work at that location in accordance with Section 7.13.

2.3.16.5.5. These plans shall identify the specific dates, times and lanes that will be closed and how they are addressed from a traffic and safety perspective.

2.3.16.5.6. These plaza-specific MOT plans shall be submitted to the COUNTY for approval at least 72 hours in advance of the proposed lane closures.

2.3.16.5.7. The Contractor shall be required to follow the general COUNTY traffic control policies.

2.3.16.5.8. Any updates on restrictions on time of day when individual lanes may be closed will be provided by the COUNTY.

2.3.16.5.9. The Contractor shall stage, pre-assemble, and pre-mount as much equipment as possible, thus minimizing impacts to ongoing toll collection operations, lane closures or total roadway closures.

2.3.17. System Component Testing

2.3.17.1. System Component Testing shall be conducted by the Contractor after each component is installed at the COUNTY production site to verify that key System functionality is working properly.

2.3.17.2. System Component Testing shall be conducted in accordance with Section 9, Testing Program of this statement of Work.

2.3.18. System Initial End-to-End Testing (SIETET)

2.3.18.1. Following the successful completion of initial installation and in preparation for placing the lane type into production, the Contractor shall conduct a formal System Initial End-to-End Testing for the first lane type ETC/Cash-Manual).

2.3.18.2. System Initial End-to-End Testing shall be conducted in accordance with COUNTY-approved SIETET test procedures, and in accordance with the requirements described herein, in Section 9, Testing Program, and elsewhere as applicable in this Statement of Work.

2.3.19. Plaza Site Installation & Commissioning Testing for Revenue Service

2.3.19.1. Upon the successful completion and approval of the SIETET, approval of the Installation Plan, and completion of all necessary staff training for all aspects of the Project, the Contractor shall be given the authorization to install the remaining elements of the Toll Collection System at each site.

2.3.19.2. Upon completion of the full Toll System including the Toll Host Environment, the CSC, and other related subsystems; the Plaza Environment; and the initial Toll Lane, the Contractor shall conduct the End-to-End Test for the System in accordance with Section 9, Testing Program.

2.3.19.3. "Commissioning" shall be interpreted by the Contractor as the completion of the necessary testing at each site to demonstrate the System at each site is ready for revenue collection and operation.

2.3.19.4. Commissioning shall include testing of all the System functionality, all the equipment functionality, software and communication interfaces under actual field conditions at each site.

2.3.19.5. Successful Commissioning means that the COUNTY may at its sole discretion allow the System to be placed into revenue collection operation.

2.3.19.6. Each System element that is commissioned shall be considered ready for use (revenue collection) after successful Commissioning and a completed Commissioning Checklist is submitted by the Contractor at the time of Commissioning.

2.3.19.7. Prerequisites for the Commissioning of the Toll Host Environment include successful completion and COUNTY approval of the following tests:

2.3.19.7.1. FAT Test

2.3.19.7.2. System Component Testing: Toll Host Environment, including Reporting, TVAS, MOMS

2.3.19.7.3. Toll Host Environment External Interface & Interoperability Test

2.3.19.7.4. System Initial End-to-End Test (SIETET)

2.3.19.8. Prerequisites for the Commissioning of the Customer Service Center (CSC) include successful completion and COUNTY approval of the following tests:

2.3.19.8.1. FAT Test

2.3.19.8.2. System Component Testing: Toll Host Environment, including Reporting, TVAS, MOMS

2.3.19.8.3. System Component Testing: or CSC, as appropriate

2.3.19.8.4. Toll Host Environment External Interface & Interoperability Test

2.3.19.8.5. System Initial End-to-End Test (SIETET)

2.3.19.9. Prerequisites for the Commissioning of the Toll System Plaza / Toll Lanes include successful completion and COUNTY approval of the Toll Host Environment tests listed above, plus the following tests:

2.3.19.9.1. FAT

2.3.19.9.2. System Component Testing: Plaza Environment, all Roadside Toll Lane Elements

2.3.19.9.3. System Initial End-to-End Test (SIETET)

2.3.19.10. **Milestone 7 – Successful Completion of the System Installation & Commissioning Testing** - In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, the test and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.3.20. Installation Punch List

2.3.20.1. The Contractor shall prepare a detailed installation Punch List for COUNTY review. The installation Punch List refers to the list of installation and work items resulting from the walkthrough with the Contractor and the COUNTY.

2.3.20.2. The Punch List is intended to address, but not be limited to, issues related to system function, completion of the work, and workmanship.

2.3.20.3. The Contractor shall prioritize and categorize all Punch List items and work collaboratively with the COUNTY to confirm the prioritization.

2.3.20.4. The COUNTY reserves the right to approve the Punch List items and to modify the prioritization of those items.

2.3.20.5. The COUNTY will conduct a Final Inspection of the work to verify that all of the Punch List items have been satisfactorily addressed.

2.3.20.6. COUNTY Final Inspection shall not relieve the Contractor of fulfilling the requirements of the Contract to properly complete the work.

2.4. PHASE III – FINAL SYSTEM ACCEPTANCE

2.4.1. PHASE OBJECTIVE(S)

2.4.1.1. The objective of Phase III is for the COUNTY to perform Final Acceptance Testing to verify that Toll System has been successfully integrated, and installed; and to fully test the System to verify that the System is complete, fully functional and performing to the level required by this Contract in a live production environment at the COUNTY Toll System sites.

2.4.1.2. During Phase III, the Contractor shall deliver as required in acceptable form and as scheduled, all documentation, other products and deliverables that are prerequisite for Final System Acceptance, in accordance with the Contract.

2.4.2. FINAL SYSTEM ACCEPTANCE TEST (SAT)

2.4.2.1. As part of Phase III, a 32-day Final System Acceptance Test of the new Toll System under actual use shall take place and the Contractor shall be required to fully support and maintain the Toll System.

2.4.2.2. The SAT shall be conducted by the Contractor in accordance with a COUNTY-approved SAT Plan for the plaza location after all the plaza's lanes have been installed and commissioned.

2.4.2.3. Depending on the severity of anomalies identified during the SAT, the COUNTY may require that the test be re-started at Day One until it is successfully completed as defined in Section 9 Testing Program.

2.4.2.4. At the successful conclusion of the SAT, the Contractor shall enter the detailed parts list for the plaza/lanes into the MOMS Inventory of System Hardware and provide to the COUNTY a system schedule of preventive maintenance measures.

2.4.2.5. At the conclusion of the final SAT, the Contractor shall provide the final SAT documentation.

2.4.2.6. See Section 9 for further detailed requirements for the Final System Acceptance Test process.

2.4.3. PHASE III SUBMITTALS

2.4.3.1. At the conclusion of Phase III the Contractor shall provide as a minimum the following deliverables to the COUNTY for the System. Additional deliverables may be required by the COUNTY.

2.4.3.1.1. Installed Equipment List (loaded onto MOMS Inventory of System Hardware)

2.4.3.1.2. Spare Parts List (loaded into MOMS)

2.4.3.1.3. Final System Acceptance Test Documentation

2.4.3.1.4. Maintenance Plan covering predictable and unpredictable events.

2.4.3.2. In addition, Final System Acceptance requires that all required Project documents, including the complete System Documentation Package as described in Section 6.2, are present and are in a contractually acceptable format.

2.4.3.2.1. These documents shall include without limitation: hardware schematics; database documents and final interface control documents (ICDs); software documentation; operations manuals; training manuals; and system descriptions.

2.4.4. Final System Acceptance

2.4.4.1. **Milestone 8 – Successful Completion of the Final System Acceptance Test (SAT)** - In order for this Milestone to be satisfied, the Contractor shall have successfully completed with COUNTY approval, the test and all deliverables due to be completed and other requirements to be satisfied before this milestone.

2.4.4.2. See Section 9 for the criteria for successful completion of this test phase.

2.4.4.3. At the conclusion of the Phase III evaluation period, if the System is considered to be operating in full compliance with Contract requirements, the COUNTY will provide the Contractor with written notice of System Final Acceptance.

2.5. Phase IV – Warranty Period

2.5.1. Warranty Period

2.5.1.1. Warranty Work and Warranty Period is defined in Section 12.

2.5.2. Final Submittals

2.5.2.1. At the beginning of the initial warranty period of the Project, the Contractor shall provide the following without limitation:

2.5.2.1.1. Final Software and Database Documentation

2.5.2.1.2. Final As-Built Drawings for the System element to which the warrant applies.

2.5.2.1.3. Maintenance Service Manuals (Final)

2.6. PHASE V – SYSTEM MAINTENANCE PERIOD

2.6.1. INITIAL SYSTEM MAINTENANCE PERIOD

2.6.1.1. System Maintenance period is defined in Section 14.

2.6.1.2. **Milestone 9 – End of Initial System Maintenance Period**- Initial Maintenance service terminates at Final System Acceptance.

2.6.2. SYSTEM MAINTENANCE PERIOD

2.6.2.1. System Maintenance period is defined in Section 14.

2.6.2.2. **Milestone 10 – End of System Maintenance Period** - System Maintenance service terminates after the maximum number of annual maintenance periods, or non-renewal, or upon termination.

3. PROGRAM MANAGEMENT

3.1. General Program Management

3.1.1.1. The Contractor shall manage the development of all facets of the Project including those found in the Contract documents, and those based on materials that have been developed by the Contractor, reviewed and approved by the COUNTY.

3.1.1.2. The Contractor shall maintain a local project management team through the term of the Contract that provides for management of the Toll System Replacement and System Maintenance program and includes interface and correspondence with the COUNTY, subcontract management, business management, system integration and development, and equipment procurement.

3.1.1.3. The Contractor shall manage the Project in accordance with the approved Program Management Plan described in this section, below. The Contractor shall monitor the progress and status of the Project; and be prepared on any day during the duration of the Contract to show Project progress to the COUNTY on demand. See Section 3.3, Project Schedule & Milestones, for additional requirements.

3.1.1.4. The Contractor shall execute the tasks and generate invoices for billing in accordance with the Payment Schedule and based on the completion of all work as provided in the Payment Schedule.

3.2. Program Management Documentation & Plans

3.2.1. Program Management Plan

3.2.1.1. The Contractor shall prepare a Program Management Plan that identifies the tools and techniques the Contractor will use to proactively manage the Project.

3.2.1.2. The Contractor shall submit the Program Management Plan within twenty (20) days of NTP.

3.2.1.2.1. See Section 3.11 for Document Review provisions.

3.2.1.3. The Contractor shall use industry best practices for Project Management to manage the Project.

3.2.1.4. The Program Management Plan shall also include the following:

3.2.1.4.1. Communications & Document Control Plan

3.2.1.4.2. Baseline Project Schedule

3.2.1.4.3. Contract Data Requirements List (CDRL)

3.2.1.4.4. Monthly progress report format outline

3.2.1.4.5. Project resource tools (i.e. how resources will be tracked and monitored)

3.2.1.4.6. Payment invoice format and processes

3.2.1.4.7. Quality Assurance / Quality Control Plan

3.2.1.4.8. Safety Plan

3.2.2. COMMUNICATIONS & DOCUMENT CONTROL PLAN

3.2.2.1. The Contractor shall prepare and submit a Communications & Document Control Plan for OOCEA approval as part of the Program Management Plan.

3.2.2.2. The Communications & Document Control Plan shall describe how communications (e-mail, texts, etc.) and correspondence (letters, memos, etc.) between the Contractor and the COUNTY will be handled.

3.2.2.3. The Communications & Document Control Plan shall also address the requirements of the COUNTY Records Management Policy and the Florida statute regarding public records retention.

3.3. PROJECT SCHEDULE & MILESTONES

3.3.1. GENERAL

3.3.1.1. The Contractor shall develop and maintain a Master Project Schedule for the Project that includes all deliverables, activities and milestones for each of the Project phases, including the activities listed in Table III.00.02 and Table III.00.03.

3.3.1.2. The Contractor shall submit the Project Schedule within 20 days after NTP.

3.3.1.3. The Project Schedule shall be presented in a Gantt chart format using Microsoft Project, Primavera or other scheduling software approved by the COUNTY.

3.3.1.4. The Project Schedule list of activities shall be based on a logical Work Breakdown Structure (WBS).

3.3.1.5. The schedule shall be structured such that the Project Phases are discretely identified and scheduled along with associated discrete activities within each phase.

3.3.1.6. The Project Schedule shall clearly indicate the activities that are on the Critical Path.

3.3.1.7. The Project Schedule shall be updated regularly in accordance with Section 3.3.3, Updates & Revisions to the Project Schedule.

3.3.1.8. The Project Schedule shall be submitted in both hard copy and electronic copy in Microsoft Project or equivalent native software format and in PDF format.

3.3.2. CONFORMANCE TO THE SCHEDULE

3.3.2.1. Failure by the Contractor to meet schedule milestones and/or performance requirements could result in the assessment of liquidated damages.

3.3.2.2. The Contractor shall use all practical and reasonable means to make the progress of the work conform fully to that which had been reflected in the approved Project Schedule.

3.3.2.3. If the Contractor fails to meet the Project Schedule at any milestone date, the Contractor shall take whatever steps are necessary to bring the Project back into the schedule at no additional cost to the COUNTY.

3.3.3. UPDATES & REVISIONS TO THE PROJECT SCHEDULE

3.3.3.1. The Contractor shall provide updated schedules at least monthly during the design phase and at least bi-weekly during the installation phase.

3.3.3.1.1. The COUNTY may request an updated Project Schedule more often on demand if necessary.

3.3.3.1.2. The Contractor shall submit a revised project schedule within three (3) days after such notification or sooner if requested by the COUNTY.

3.3.3.2. Any and all revisions to the Project Schedule shall be reflected on the Baseline version of the initial Project Schedule.

3.3.3.3. The Contractor shall notify the COUNTY without delay of any delays or slippage of schedule.

3.3.3.3.1. Any failure or delay in notifying the COUNTY may be grounds for default.

3.3.3.3.2. If a delay in the Schedule arises due to circumstances beyond the Contractor's control, the Contractor shall immediately notify the COUNTY in writing detailing the nature of the slippage as well as the remediation steps that the Contractor intends to take.

3.3.3.4. Any failure or delay in the submission of the revised schedule may be treated as a default on the part of the Contractor, who may then be assessed liquidated damages.

3.3.3.5. The COUNTY also reserves the right, in its sole determination, due to failure or delay in submitting the revised schedule, to withhold any payments to the Contractor that may be due based on the payment schedule contained in the Contract.

3.4. CONTRACTOR KEY PERSONNEL

3.4.1. GENERAL

3.4.1.1. The Contractor shall make available the key project personnel for the Project that were identified within the proposal within 10 days of NTP.

3.4.2. PERSONNEL ORGANIZATION

3.4.2.1. The Proposer shall provide a complete staff organization structured for efficient and effective execution of the work, and sized to provide sufficient available resources.

3.4.2.2. The Contractor's key personnel shall include but not be limited to the following roles:

3.4.2.2.1. Principal-In-Charge

3.4.2.2.2. Project Manager

3.4.2.3. The Proposer shall provide a technical team that is adequately qualified and experienced to successfully deliver the products and services required under this Contract to support the following, without limitation:

3.4.2.3.1. Evaluation / refinement of system requirements and business rules

3.4.2.3.2. Detailed design documentation

3.4.2.3.3. Hardware procurement

3.4.2.3.4. Software development

3.4.2.3.5. Implementation and testing

3.4.2.3.6. Commissioning

3.4.2.3.7. Training

3.4.2.3.8. Maintenance

3.4.3. KEY PERSONNEL QUALIFICATIONS & TYPICAL RESPONSIBILITIES

3.4.3.1. General

3.4.3.1.1. The selected Contractor's key personnel shall have full authority to act on behalf of the Contractor and work cooperatively with a variety of consultants and contractors.

3.4.3.1.2. Excellent verbal communication and writing skills appropriate to the job description and skill sets are required for all positions noted below.

3.4.3.2. Project Manager

3.4.3.2.1. Qualifications – It is desirable that the Project Manager have the following minimum qualifications:

3.4.3.2.1.1. At least eight (5) years relevant experience in the toll/revenue collection industry,

3.4.3.2.1.2. At least eight (5) years of relevant project management experience

3.4.4. KEY PERSONNEL AVAILABILITY

3.4.4.1. The Project Manager shall be available for the duration of the Contract.

3.4.4.2. The Project Manager shall be on-site to attend monthly project meetings in the Pensacola local area at a specific location to be determined by the COUNTY, and be available as requested or needed.

3.4.4.3. Other key personnel shall attend monthly project meetings via telephone, and as requested or needed in person.

3.4.5. CHANGES IN CONTRACTOR PERSONNEL

3.4.5.1.1. In cases where there is a change in key personnel for any reason, the Contractor shall gain approval and permission from the COUNTY for any proposed changes in personnel.

3.4.5.1.2. The COUNTY reserves the right to require a replacement of key personnel, and shall require the Contractor to replace any key personnel designated for the project, but no longer available with persons of similar technical qualifications and expertise.

3.4.5.1.3. If the COUNTY determines that any of the key personnel shall be removed from the Project, the Contractor shall, at the direction of the COUNTY, immediately remove the individuals from the Contract and replace him/her with a suitable individual within thirty (30) days.

3.5. SUB-CONTRACT & SUB-CONTRACTORS

3.5.1.1. Subcontractors providing portions of the services under the Contract shall meet all Project delivery requirements excluding those found in Section 3.5 and provide the same level of service required of the Contractor.

3.5.1.2. If the Contractor uses a Subcontractor, the following conditions apply under the listed circumstances:

3.5.1.2.1. The COUNTY retains the right to verify a subcontractor's background and make a determination to approve or reject the use of submitted Subcontractors.

3.5.1.2.2. The approval or disapproval of a subcontractor is at the sole discretion of the COUNTY.

3.5.1.2.3. The Contractor shall be solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

3.5.1.2.4. The COUNTY reserves the right to require the removal of any Subcontractor employees deemed as unsatisfactory by the COUNTY.

3.6. COUNTY PROJECT MANAGEMENT RESPONSIBILITIES

3.6.1.1. The COUNTY will provide the following:

3.6.1.1.1. Project Manager to serve as the primary point of contact for the Contractor

3.7. CONTRACTOR'S FLORIDA PROJECT OFFICE

3.7.1.1. The Contractor's Florida Project office shall be located in proximity to the project site so as to meet the needs of this Contract.

3.8. MEETINGS & TELECONFERENCES

3.8.1. GENERAL

3.8.1.1. The Contractor shall have all appropriate personnel, including personnel with adequate decision-making authority, available in meetings.

3.8.1.2. The Contractor is responsible for producing and providing meeting agendas and documentation two (2) business days prior to any meeting.

3.8.1.3. The Contractor shall provide meeting minutes in draft form within two (2) business days after the meeting for COUNTY review and comment, and then final meeting minutes within two (2) business days of receipt of COUNTY comments.

3.8.1.4. The Contractor shall provide Meeting Notes and annotated drawings as appropriate for COUNTY staff, authorized representatives, and other stakeholders as may be identified by the COUNTY upon COUNTY request within three (3) business days of the request.

3.8.1.5. The COUNTY will require certain face-to-face meetings but teleconferences are acceptable meeting formats.

3.8.1.6. The Contractor is responsible for all teleconference costs associated with Project related meetings.

3.8.2. PROJECT PROGRESS MEETINGS

3.8.2.1. The Contractor shall meet with the COUNTY to review Project progress at least monthly, but more often as necessary during times of critical or key milestone date activity, and at a schedule to be proposed by the Contractor and agreed to by the COUNTY.

3.8.2.2. At the Project Progress meetings and upon request within three (3) business days, the Contractor shall provide, at a minimum, a status report on Project activities and a three-week look-ahead schedule of upcoming Project activities.

3.8.2.3. If there is a problem that occurs within the reporting period worthy of immediate discussion, the Contractor shall raise this issue to the COUNTY prior to the meeting, or request an immediate meeting.

3.8.2.4. Project Progress meetings shall be conducted at the COUNTY's office, in Pensacola, Florida, unless otherwise agreed upon by the COUNTY.

3.8.2.5. The purpose of these meetings will be to allow the COUNTY to monitor progress, discuss design issues and plan in conjunction with the Contractor for system installation, test and start up of live operations.

3.9. PROGRAM MANAGEMENT REPORTS

3.9.1. MONTHLY PROGRESS REPORTS

3.9.1.1. The Contractor shall prepare and submit monthly progress reports on the status of all previously agreed upon milestone dates, other major items and activities, and the payment schedule.

3.9.1.2. The monthly progress report shall be submitted at least two (2) business days prior to the meeting for COUNTY review.

3.9.1.3. The monthly progress report shall include the submission by the Contractor of updated Project schedule together with projections of any anticipated delays on future milestone dates.

3.9.1.4. The Contractor shall address plans for subsequent reporting periods, and other significant events or issues that occur during this reporting period.

3.9.1.5. The Contractor shall include the installation record book with the monthly progress report.

3.10. DOCUMENT CONTROL, ADMINISTRATION & ARCHIVE

3.10.1. GENERAL

3.10.1.1. Document control, administration and archiving shall be conducted in accordance with the approved Communications & Document Control Plan described in Section 3.2, above.

3.10.2. DOCUMENT CONTROL SYSTEM

3.10.2.1. The Contractor shall ensure that all Project correspondence shall include a unique Document Control Number by which all documents submitted by the Contractor can be logged and indexed as unique and not duplicated.

3.10.2.2. The Contractor shall use a procedure for Document Version Control for all project documentation, as part of the Program Management Plan for COUNTY approval.

3.10.3. Document Archive, Library & Records

3.10.3.1. The Contractor shall maintain a complete and accurate set of all documents, reports, communications, drawings, diagrams, correspondence, final meeting minutes, and any other documentation developed, received, or acquired under the terms and conditions of this Contract, with the exception of routine team communications or other internal Contractor communications.

3.10.3.2. The Contractor shall provide and maintain an online library of all Project-related documents that shall be available at all times to the COUNTY.

3.10.3.3. The on-line library system shall be a COTS product such as SharePoint or approved equivalent.

3.11. Document Review Cycles

3.11.1.1. The Contractor shall submit a paper copy of required documentation for review and approval by the COUNTY, and also post all electronic files to the online library.

3.11.1.2. Each Contractor submittal item shall have a minimum of three (3) COUNTY review cycles: Outline, Draft, and Final versions unless otherwise specified herein or waived by the COUNTY on a case-by-case basis.

3.11.1.2.1. Excluded from this list are meeting agendas, meeting summaries, and post conduct test reports, which may have two (2) review cycles.

3.11.1.2.2. Exceptions to this rule are at the discretion of the COUNTY Project Manager.

3.11.1.3. The Contractor shall allow for review cycles and adequate review time for the COUNTY in the Project Schedule.

3.11.1.4. The COUNTY will require a minimum of fifteen (15) working days to review and provide comments after Design Documents submittal, except as otherwise specified.

3.11.1.4.1. In the case of larger design reviews, including but not limited to PDR, DDR, and Final Acceptance where the multiple documents are submitted at one time, the COUNTY will require a minimum of twenty (20) working days.

3.11.1.5. The Contractor shall respond and resolve all COUNTY comments within ten (10) business days of receipt of comments by the Contractor unless otherwise specified herein.

3.11.1.6. Document Review Meetings shall be scheduled to discuss any comments that require further discussion or clarification.

3.11.1.6.1. All written comments, as well as those received in Document Review Meetings, provided by the COUNTY shall be addressed in writing.

3.11.1.7. The format of such written responses shall be agreed upon between the Contractor and the COUNTY in advance and be consistent throughout the Project.

3.12. CONTRACTOR PROPRIETARY ITEMS

3.12.1.1. For each submittal to the COUNTY, the Contractor shall provide the COUNTY with a listing of items that it considers proprietary and not subject to the Florida "Government in the Sunshine" Laws.

3.12.1.2. The COUNTY reserves the right to make final judgment as to whether or not any such item listed is proprietary under the provisions of such Laws.

3.12.1.3. The listing should specify the specific equipment, technology, operating system or software in such detail that the COUNTY is able to comprehend which specific part of the equipment, technology or software is proprietary and which entity holds the proprietary rights.

3.12.1.4. Nothing herein shall prevent the Contractor from obtaining a protective order from a Florida court on materials that the Contractor has both identified as confidential and provided the COUNTY with a specific statutory exemption from public disclosure.

3.12.1.5. It shall be the sole responsibility of the Contractor to defend any claim of exemption from disclosure under Florida's Public Records law.

3.13. PROJECT CLOSE-OUT DOCUMENTATION

3.13.1.1. The Contractor shall prepare and submit the following documentation as part of the Project Close-out.

3.13.1.1.1. All Final System Documentation, including without limitation:

3.13.1.1.1.1. Final System Design Documentation

3.13.1.1.1.2. Manuals – User, Operations, Maintenance, Disaster Recovery / Business Resumption

3.13.1.1.2. Final Software Documentation

3.13.1.1.3. Final Hardware Documentation

3.13.1.1.4. Final "As-Built" Documentation, including documents other than plans / drawings

3.13.1.1.5. System Configuration Settings

3.13.1.1.6. All Test Documents

3.13.1.1.7. Spare Parts Inventory Documentation

3.13.1.1.8. Maintenance Plan

3.13.1.1.9. Warranty Documentation

3.13.1.1.10. Certificate of Final Payment to Subcontractors, Suppliers and Vendors

3.13.1.1.11. Release of Liens

3.13.1.1.12. Other documentation

3.13.1.2. The Project Close-out Documentation shall be included in the Project Schedule.

3.14. ACCESS TO COUNTY FACILITIES

3.14.1. FOR NON-ROUTINE ACCESS TO COUNTY FACILITIES

3.14.1.1. The Contractor shall notify the COUNTY in writing at least 24 hours in advance of a planned non-routine visit to any COUNTY facility.

3.14.1.2. The COUNTY reserves the right to approve or deny any request for any reason.

3.14.1.3. The Contractor shall provide a list of names of all individuals who will visit a facility.

3.14.1.4. All individuals who visit the facility shall have a business-provided photo identification card with the business name printed on such identification.

3.14.1.4.1. The identification card shall also include the Contractor's name, any expiration date, job title and any other necessary information to clearly identify a Contractor's employee.

3.14.1.4.2. In lieu of business-provided photo identification, photo identification and a business card that clearly identifies the company name can be provided.

3.14.1.4.3. Onsite COUNTY staff or their designee reserves the right to verify all names provided on the list with the individuals on site.

3.14.1.4.4. All Contractor personnel shall promptly identify themselves to COUNTY staff or their designee at staffed COUNTY locations and give a brief overview of the purpose of the site visit when asked by COUNTY staff or their designee.

3.14.1.4.5. All details regarding requirements for access to COUNTY facilities shall be clearly identified in the Contractor-provided Communications & Document Control Plan.

3.14.1.4.6. In order to receive COUNTY authorization for facility or system access, the person shall comply with the COUNTY SOP.

3.14.2. FOR ROUTINE ACCESS TO COUNTY FACILITIES

3.14.2.1. At the COUNTY's discretion, the COUNTY may provide ID badges to Contractor personnel and require them to be properly worn while working.

3.14.2.2. In order to receive a COUNTY ID badge, the Contractor employees shall fill out required forms and provide a valid Driver's License.

4. QUALITY ASSURANCE

4.1. GENERAL

4.1.1. QUALITY ASSURANCE / QUALITY CONTROL PROGRAM

4.1.1.1. The Contractor shall establish and maintain a Quality Assurance / Quality Control (QA/QC) Program that is consistent with best practices in the industry and all applicable codes and standards.

4.1.1.2. The QA/QC Program shall address quality planning, a quality assurance plan and quality control methodologies and techniques to be used throughout various phases of the Project.

4.1.1.3. The Contractor shall submit a QA/QC Plan for review and approval by the COUNTY.

4.2. CHANGE CONTROL PROCESS (CCP)

4.2.1. GENERAL

4.2.1.1. Within the Master QA/QC Plan deliverable, the Contractor shall detail the Change Control Process (CCP) that will be used for the duration of this Project.

4.2.1.2. Prior to any changes being made to the System under development, the Contractor shall present a Change Request along with supporting documentation to OOCEA for review and approval prior to any change taking effect.

4.2.1.3. The scope for this CCP includes, but is not limited to:

4.2.1.3.1. Software version changes

4.2.1.3.2. System drawing changes

4.2.1.3.3. Schedule updates and or changes

4.2.1.3.4. Documentation, manuals and training guide modifications

4.2.1.3.5. Changes to Requirements

4.2.2. CONFIGURATION MANAGEMENT (CM) PLAN

4.2.2.1. The Contractor shall use a Configuration Management Plan (CM) for all software development work.

4.2.3. STANDARD OF QUALITY

4.2.3.1. It is to be understood that, solely for the purpose of more clearly indicating the minimum standard of quality desired, reference may be made to a particular manufacturer's product, either by name or by limiting description.

4.2.3.2. Wherever an article of material is described in these provisions with a trade name, a name of a manufacturer or a name of a vendor, the term "or equivalent," if not inserted, will be implied.

4.2.3.3. Any other make, substantially similar and performing effectively the duties imposed by the general design, may be approved as equivalent and satisfactory, if deemed to be so at the sole discretion of the COUNTY.

5. SAFETY PROGRAM

5.1. GENERAL

5.1.1.1. The Contractor shall conduct all work of the Contract in such a manner that the design, selection of equipment, and the method of performing the work do not involve any danger or hazard to any persons, or public or private property.

5.1.1.2. The Contractor shall inform its supervisors, employees and/or its Subcontractors of the activity and operations that are inherent to working in an operational toll roadway environment; and shall conduct all construction and installation activities to conform to all routine and emergency traffic and toll roadway safety requirements and guidelines as governed in all applicable standards.

5.1.1.3. The Contractor shall immediately report any abnormal or hazardous conditions to the COUNTY, as well as reporting them in the Installation Record Book.

5.2. SAFETY PLAN

5.2.1.1. The Contractor shall submit a Safety Plan for all aspects of the project for approval by the COUNTY as part of the Project Management Plan.

5.2.1.2. The Safety Plan shall address the measures and procedures the Contractor will use to ensure a safe working environment including without limitation, the conduct of work in a toll lane, toll plaza, and / or any other project location.

5.3. APPLICABLE SAFETY STANDARDS & REGULATIONS

5.3.1.1. The Contractor shall be responsible for ensuring that the provisions of the applicable statutes and regulations of the State of Florida and the United States, including, without limitation, the provisions of the United States Department of Labor-Occupational Safety and Health Administration (OSHA) and any other applicable requirements referred to in Section 1 of this document, are observed.

5.3.1.2. Should any charges of violation of any of the above be issued to the Contractor and / or its Subcontractors in the course of the work, a copy of each charge and resolution thereof shall immediately be forwarded to the COUNTY Project Manager.

5.3.1.3. The Contractor is solely responsible for the resolution of all violations including the payment of all applicable charges, fees, and /or taxes.

5.4. SAFETY VESTS & OTHER APPAREL

5.4.1.1. The Contractor shall ensure that all of its supervisors, employees and /or its Subcontractors wear proper protective safety apparel, including, but not limited to safety vests, at all times when performing work in a toll lane or other areas

that could be considered a work zone for the purposes of OSHA, FHWA or other applicable safety standards.

5.5. LOCK OUT / TAG OUT POLICIES & PROCEDURES

5.5.1.1. The Contractor shall provide "lock out/tag out" policies and procedures in accordance with OSHA and other applicable requirements as part of the Safety Plan.

5.5.1.2. The "lock out/tag out" written policy shall be provided to the COUNTY for review.

5.6. SAFETY FOR OVERHEAD WORK

5.6.1.1. The COUNTY prohibits any and all overhead work over live traffic.

5.6.1.2. The Contractor shall address safety for all overhead work.

5.6.1.3. The Contractor shall address safety of the installation and maintenance personnel as well as safety to COUNTY customers passing under the canopy or other overhead structure.

5.6.1.4. The Safety Plan shall address all necessary safety procedures for proper maintenance of the System equipment on the gantry throughout the life of the Contract.

5.6.1.5. The Contractor shall ensure that utmost care is taken to prevent objects, tools, etc. from being dropped.

5.6.1.6. The Contractor shall evaluate currently installed hardware, and how equipment will be removed and/or replaced during preventative or emergency maintenance within the designated response times.

6. DOCUMENTATION & DRAWINGS – GENERAL REQUIREMENTS

6.1. GENERAL

6.1.1. CONTRACT DATA REQUIREMENTS LIST (CDRL)

6.1.1.1. The Contractor shall submit documentation required for the System design, testing, installation of the System and follow-up documentation (as-built drawings, manuals, etc.), as well as installation plans and shop drawings.

6.1.1.2. The Contractor shall submit as part of its Project Management Plan and associated Project Schedule a Contract Data Requirements List (CDRL) table containing all of the documentation required for submittal to the COUNTY in this Contract.

6.1.1.3. In summary, Project documentation shall include, as appropriate, such types of documentation as listed below in Table III.06.01. (NOTE: This is not intended to be an exhaustive list.)

TABLE III.06.01 - Contract Data Requirements List (CDRL) Document Types Document Type	Examples
Planning Documents	
Concept Documents	
Reports	
Software Documentation	
Engineering Computations & Analyses	Capacity Analysis Grounding Analysis Power and Heat Load Analysis Surge Suppression Analysis Image Processing Analysis Communication Loss Analysis Redundancy Analysis Subsystem Reliability Analysis
Engineering & Shop Drawings	Communications Block Diagrams
Specifications	Hardware Specifications on environmental, electrical, communications, appearance and performance Interface Control Documents System Security (System Access) Performance Metrics
Hardware & Computer Documentation	Hardware Architecture Mechanical Assembly Drawings Storage and Sizing Analysis
Interconnection, Power Distribution,	

and Wiring Diagrams	
Installation Drawings	Equipment Layouts & Interfaces
User Manuals	Online Help Site for Users
Parts Lists	
"As-Built" Record Drawings	
Modifications made to Commercial Products	
Other Documentation	

6.1.2. DOCUMENTATION STANDARDS

6.1.2.1. The Contractor shall use Documentation Standards for all document types to the COUNTY for review and approval as part of the Project Management Plan.

6.1.2.2. All drawings and diagrams shall conform to generally used industry standard and practices and the COUNTY's engineering and construction procedures.

6.1.3. SIGNED & SEALED ENGINEERING PLANS & DRAWINGS

6.1.3.1. Any engineering plans necessary to obtain a permit must be signed and sealed by a Professional Engineer (PE) licensed to practice the appropriate discipline of engineering and provide such services in the State of Florida in accordance with Florida Statutes.

6.1.4. FLORIDA PUBLIC RECORDS LAW

6.1.4.1. All documents submitted to the COUNTY under this Project shall become property of the COUNTY and will be treated in accordance with the Florida Public Records Law and the COUNTY records management policy.

6.1.5. PROPRIETARY MATERIAL

6.1.5.1. If any submitted documentation contains proprietary information, the COUNTY or its designee shall be authorized to make copies as may be needed for COUNTY use, or as may be required by law.

6.2. DOCUMENTATION STANDARDS - CONTENT, LAYOUT FORMAT, MEDIA & QUANTITY

6.2.1. GENERAL

6.2.1.1. See Section 7, System Design Development and Section 8, Installation & Transition for additional requirements.

6.2.2. Document Content Requirements

6.2.2.1. The requirements for technical content and other attributes for project documentation are described throughout this SOW with the specific requirements for the work elements.

6.2.2.2. All Project documentation shall be written in plain English.

6.2.2.3. The use of copyrighted documents is prohibited; any documentation submitted shall be able to be copied without additional authorization.

6.2.3. Proprietary & Commercial Drawings

6.2.3.1. The Contractor shall clearly identify proprietary and commercial items.

6.2.3.2. The level of detail for proprietary and commercial drawings and diagrams shall be such that COUNTY personnel or their designee can understand, operate and maintain the hardware or software.

6.2.4. Typical Submittal Quantities

6.2.4.1. Typical Deliverables - Unless otherwise directed, the Contractor shall provide four (4) sets in printed form and bound; and one (1) set in electronic form on a standard DVD-ROM media to the COUNTY.

6.2.4.2. Complete System Documentation Package - The Contractor shall provide two (2) sets in printed form and bound; and five (5) sets in electronic form on a standard DVD-ROM media to the COUNTY unless otherwise specified.

6.2.5. Document Layout Format Requirements

6.2.5.1. Each manual shall contain a title sheet, table of contents, list of illustrations (if applicable), revision log, list of reference drawings (if applicable), parts list (if applicable), and index.

6.2.5.2. With the exception of the original equipment manufacturer (OEM) standard documentation (e.g., manuals, catalogs), all manuals, section numbers, line numbers, page numbers, version numbers, records, and lists shall be printed on 8-1/2" x 11" sheets and may include 11" x 17" foldouts.

6.2.5.3. The left hand margin of the sheets in the manuals shall be adequate to ensure binding without encumbering the reading of the material.

6.2.5.4. If a larger drawing is necessary for legibility purposes then the most recent COUNTY standards for drawing dimensions shall be utilized.

6.2.6. "As-Built" Records & Drawings

6.2.6.1. The Contractor shall provide paper and electronic copy "as-built" records, including without limitation: drawings / sketches, cut sheets, inventory numbers

and information, and other documentation, such that the COUNTY will be able to record changes or hardware change-outs in the future.

6.2.6.2. "As-Built" documentation shall include the updated Final Version of the System Detailed Design documentation.

6.2.6.3. "As-Built" drawings shall include, but not be limited to, all of the following, as appropriate, so as to provide a complete record of the 'As-Built" status of the System:

6.2.6.3.1. Schematics

6.2.6.3.2. Logic diagrams

6.2.6.3.3. Layouts

6.2.6.3.4. Wiring diagrams

6.2.6.3.5. Assembly drawings

6.2.6.3.6. Software build and implementation records

6.2.6.3.7. Parts detail drawings for all mechanical parts designed or modified under this Contract.

6.2.6.3.8. Installation details

6.2.6.4. Drawings contained in standard catalogs and manuals for commercial products do not have to be reproduced as part of the "As-Built" drawing set, but shall be referenced.

6.2.6.5. All drawings for revisions to standard commercial assemblies or components in the System shall be included in the "As-Built" drawing set.

6.2.6.6. The 'As-Built" drawing set shall consist of the title sheet, an index sheet and the various 'As-Built" drawings.

6.2.6.6.1. The index sheet shall include a listing of all drawings with heading for drawing number, drawing title, and the type of drawing, such as "As-Built" drawing, interconnection diagram, power distribution diagram, or wiring diagram.

7. SYSTEM DESIGN DEVELOPMENT PROGRAM

7.1. GENERAL

7.1.1. DESIGN APPROACH

7.1.1.1. The Contractor shall use industry best practices and appropriate systems design and engineering methodology for the design of the System.

7.1.1.2. It is recognized that the extent and scope of the System Design Development process may vary depending on the level of development and configuration that is required for the Contractor's basic solution product to be tailored to satisfy the System Requirements.

7.1.1.3. The COUNTY would be open to consider Contractor suggestions / recommendations for approaches to expedite the development process, saving time and costs, while meeting the COUNTY expectations for documenting the design and providing input to the COUNTY during the design.

7.2. BUSINESS RULES DISCOVERY & DEVELOPMENT

7.2.1.1. The Contractor shall work interactively with the COUNTY to develop business rules for the new System.

7.2.1.2. The Contractor is responsible to meet and interview appropriate pre-assigned COUNTY staff to gather documents and organize all business rules within the organization applicable to the Toll Collection System and associated interfaces.

7.2.1.3. This process will also serve to document and acknowledge System requirements and map the delivery.

7.2.1.4. Based on the concept for the new Toll System, and the Contractor's proposed solution, the Contractor shall develop a detailed and comprehensive set of draft proposed business rules for the toll System replacement, and submit them to the COUNTY for review and approval in preliminary draft form as part of the Preliminary Design Review (PDR) documentation and in final draft form as part of the Detailed Design Review (DDR) documentation, and Final form at least 30 days prior to the commencement of installation.

7.2.1.5. The Contractor shall provide all meeting notes for the business rules discovery / development process.

7.2.1.6. The Contractor shall provide a final deliverable depicting all business rules to be applied to the Toll Collection System.

7.3. SYSTEM ARCHITECTURE

7.3.1.1. The System Design architecture shall be developed to include both physical and logical perspectives.

7.3.1.2. The System Design Architecture shall be included in the System Design Documentation submitted for PDR and DDR.

7.3.1.3. Physical Design

7.3.1.3.1. The physical design shall identify the major components of the System and show how major components are connected to one another, data flows between these physical components, and data flows / interfaces to other systems (both internal and external).

7.3.1.4. Logical Design

7.3.1.4.1. The logical design shall show the processes and data flows between major processes, including data flows to external processes (entities).

7.3.1.4.2. It is expected that there will be multiple layers to the architecture and that functional requirements will be organized by the various "parent-child"-type relationships.

7.3.1.4.3. It is recognized that the Contractor's solution architecture may differ some from the concepts provided herein, particularly with respect to number of hierarchy levels, and other attributes.

7.4. SYSTEM HARDWARE DESIGN

7.4.1. GENERAL

7.4.1.1. The Contractor shall provide a design for the System Hardware that shall be submitted as part of the System Design Documentation Package for PDR, DDR, and other applicable milestones.

7.4.1.2. The Contractor shall use a Requirements / Testing Traceability Matrix in the Hardware Design, and shall identify how the hardware components meet the design requirements.

7.4.1.2.1. For additional requirements for the Requirements / Testing Traceability Matrix, see Section 9.3 of this SOW.

7.4.1.3. The System Hardware Design shall include the following, without limitation:

7.4.1.3.1. Cut sheets describing the hardware component specifications

7.4.1.3.2. All estimated power usage tabulations

7.4.1.3.3. All environmental requirements

7.4.1.3.4. Any and all installation requirements

7.4.1.3.5. Maintenance servicing requirements

7.4.1.3.6. A description of how the functions of the hardware components are expected to be monitored automatically by the System and/or the personnel responsible for such monitoring activities.

7.4.1.3.7. How these hardware elements will be tested for compliance and adherence to performance metrics as committed by the Contractor.

7.4.1.3.8. Mean Time between Failures (MTBF) data

7.4.1.4. The design and the cut sheet documents shall be updated throughout the duration of the design development of the Project to reflect the most current design agreement that is in place.

7.4.1.5. If COUNTY-approved hardware substitutions are made during implementation or testing, the Contractor shall provide updated cut sheet documentation as well.

7.4.2. Hardware Components Documentation

7.4.2.1. The Contractor shall prepare a complete list of all major Toll System hardware and associated modules and options related to, or used in connection with, the construction and installation of the Toll System.

7.4.2.2. The Hardware Components List shall be submitted as part of the System Design Documentation Package for PDR, DDR, and other appropriate milestones.

7.4.2.3. The Hardware Components List shall also include a list of all racks, roadside cabinets, all subsystems and other ancillary equipment utilized.

7.4.2.4. The Hardware Components List shall include at a minimum manufacturer and supplier, contact information of the manufacturer, part number, quantity, and location used for each major piece of hardware.

7.4.2.5. The Hardware Components List shall also include a second source parts list where applicable.

7.4.3. Mechanical Assembly Drawings

7.4.3.1. Mechanical assembly drawings shall include all major part and subassembly details together with all special assembly instructions, operational and test adjustments and fabrication drawings for all custom designed assemblies.

7.4.3.2. Top assembly and subassembly drawings shall include all dimensions which define the outline and configuration of the items and space requirements.

7.5. System Software Design

7.5.1. General

7.5.1.1. All software provided by the Contractor shall fall into the following classifications as defined in Vol. VI - Appendix A, Glossary, and described in Vol. II – Contract Terms & Conditions.

7.5.1.1.1. Commercial-off-the-Shelf (COTS) software shall include all documentation provided by the supplier along with all appropriate licenses.

7.5.1.1.2. Custom software

7.5.1.2. The Contractor shall prepare a design for the System Software that shall be submitted as part of the System Design Documentation Package for PDR, DDR, SIETEC, System Final Acceptance and other applicable milestones.

7.5.1.3. The COUNTY may allow the Contractor to provide existing detailed product documentation in lieu of full software detailed design documentation. An example might be a case where the Contractor's system solution is an existing proven commercial product that is licensed to the COUNTY and requires only configuration to meet the System requirements.

7.5.1.4. All software shall be in accordance with the Contractor's Software Development Plan as approved by the COUNTY.

7.5.1.5. Unless otherwise approved by the COUNTY all requirements and analysis, system designs and software specifications shall be made using industry best practices for developing software and software-based systems.

7.5.1.6. The Contractor shall provide to the COUNTY, in accordance with the Contract (including, without limitation, Vol. II and Vol III), all software and documentation including executable code and source code used to fulfill the requirements of this Statement of Work, with the exception of commercial-off-the-shelf software (COTS) as defined below.

7.5.1.7. The Contractor shall provide transparency into its software development efforts for all software work including Supplemental Work for this Contract.

7.5.1.8. The Contractor shall provide detailed status reporting pertaining to progress of software development activities and defect tracking and management.

7.5.1.9. All known software defects shall be reported and negotiated for severity ranking in accordance with Table III.09.01 prior to delivery of any impacted hardware or software components.

7.5.2. SOFTWARE DEVELOPMENT PLAN

7.5.2.1. The Contractor shall prepare a Software Development Plan that describes the Contractor's methodologies and standards for software development within the company.

7.5.2.2. The Contractor shall submit the Software Development Plan within forty-five (45) days of NTP.

7.5.2.3. The Software Development Plan shall describe the approach, methodology, process, procedures, standards and protocols the Contractor shall use for the development of software for the Toll System Replacement Project.

7.5.2.4. The Software Development Plan shall include the additional requirements, described throughout Section 7, of this Statement of Work.

7.5.3. CONFIGURATION MANAGEMENT SYSTEM

7.5.3.1. The Contractor shall utilize a Software Configuration Management System throughout the life of the Project.

7.5.4. SOFTWARE DESIGN – GENERAL TECHNICAL REQUIREMENTS

7.5.4.1. The Contractor shall identify and define any and all programming languages, operating systems, application code, communication code, database code, configuration files, compilers, link-editors, assemblers, libraries, utilities and editors required for software maintenance as part of the Software Development Plan.

7.5.4.2. Any subsequent programming languages, operating systems, application code, communication code, database code, configuration files, compilers, link-editors, assemblers, libraries, utilities and editors required for software development and/or maintenance introduced after the initial identification shall be mutually agreed upon.

7.5.4.3. The Software Design shall identify how the commercial software will be used and configured.

7.5.4.4. The Software Design shall identify how any custom software will be designed and developed.

7.5.4.5. The System Software Design shall also include as a minimum, the following additional information:

7.5.4.5.1. UFM Format incorporating and building on the System requirements

7.5.4.5.2. Identification and descriptions of all Commercial Software Applications intended for deployment

7.5.4.5.3. System software module descriptions

7.5.4.5.4. Software language and development tools that are intended to be used

7.5.4.5.5. Software version tracking

7.5.4.5.6. Lane Controller software processes, drivers, logical flow diagrams

7.5.4.5.7. Plaza software processes, drivers, logical flow diagrams

7.5.4.5.8. Toll Host Environment software processes, drivers, logical flow diagrams

7.5.4.5.9. Customer Service Center (CSC) Subsystem software processes, drivers, logical flow diagrams

7.5.4.5.10. Maintenance On-line Management Subsystem (MOMS) software processes, drivers, logical flow diagrams

7.5.4.5.11. Transaction Video Audit Subsystem (TVAS) software processes, drivers, logical flow diagrams

7.5.4.5.12. All Interface specifications

7.5.4.6. The use of shareware and/or freeware is prohibited without written approval from the COUNTY.

7.5.5. SOFTWARE DOCUMENTATION – GENERAL

7.5.5.1. Documentation is defined as all drawings, technical manuals, other technical data and other material created for the Toll System Replacement Project either by the Contractor or any of its sub-contractors.

7.5.5.2. All software including, without limitation, code, manuals, etc. shall be properly documented in plain written English language.

7.5.5.3. The Contractor's custom software documentation shall be complete to the degree that a person knowledgeable in the programming language being used will be able to maintain and/or modify all System application software without otherwise adversely affecting any of the systems.

7.5.6. SOFTWARE DOCUMENTATION – SYSTEM ARCHITECTURE

7.5.6.1. Software Architecture Documentation includes, without limitation, the following key areas:

7.5.6.1.1. Platforms

7.5.6.1.2. Tools

7.5.6.1.3. Database

7.5.6.1.4. Processes:

7.5.6.1.4.1. Transaction – flow and framing

7.5.6.1.4.2. Revenue flow

7.5.6.1.4.3. Detailed Screen Shots

7.5.6.1.4.4. Navigation Scheme (Menu Screens)

7.5.6.1.4.5. Audit & Reconciliation

7.5.6.1.4.6. Redundancy

7.5.6.1.4.7. Reporting

7.5.7. SOFTWARE DOCUMENTATION - DATABASE

7.5.7.1. Database Documentation to be submitted by the Contractor shall include the following without limitation:

7.5.7.1.1. Thorough documentation of all database and file structures including:

7.5.7.1.1.1. Structure and Entity Relationship Diagram (ERD's)

7.5.7.1.1.2. Data dictionary

7.5.7.1.1.3. Modules and descriptions

7.5.7.1.2. Training for database administration

7.5.7.1.3. A plan for database management, including upgrades process.

7.5.7.1.4. The COUNTY shall be sole owner of the database, database licenses, and all System data.

7.5.7.1.5. The Contractor shall have no ownership rights to the database or the System data

7.5.8. Software Documentation - Source Code

7.5.8.1. The Contractor shall provide source code in accordance with the terms of the Contract Terms and Conditions.

7.5.9. Software Release Notes

7.5.9.1. The Contractor shall submit to the COUNTY accurate and descriptive Release Notes for any software developed and provided by the Contractor or its sub-contractor for the initial delivery, updates or modifications, and Supplemental Work provided by the Contractor in this Project.

7.5.9.2. The Contractor shall submit the Software Release Notes to the COUNTY within twenty (20) business days after commissioning, the installation of any software updates and prior to Final System Acceptance.

7.5.9.3. The Contractor's release notes shall include the following at a minimum:

7.5.9.3.1. Problem statement and requirements specific to the release

7.5.9.3.2. Description of the application features including algorithms

7.5.9.3.3. Known issues or problems and any corrective plan

7.5.9.3.4. Cross reference to source code repository and configuration management

7.5.9.3.5. Cross reference to change request identification number

7.5.9.3.6. Author/development team members

7.5.9.3.7. Reference to corresponding test report(s)

7.6. INTERFACE CONTROL DOCUMENTATION (ICD)

7.6.1.1. The Contractor shall prepare Interface Control Documents (ICDs) that define the details of all internal and external interfaces provided for the System.

7.6.1.2. The Contractor shall submit the ICDs to the COUNTY as part of the System Design Documentation Package for PDR, DDR, and System Final Acceptance and other applicable milestones.

7.6.1.3. These documents will provide sufficient detail to allow for future interface development and the exact requirements will be determined during the design and needs of each system interface.

7.7. SYSTEM NETWORK EVALUATION

7.7.1.1. The Contractor shall review and catalog the necessary System links, components, and applied technologies and determine the desired connectivity requirements and anticipated data load.

7.7.1.2. The Contractor shall prepare System Network Evaluation documentation of its review and catalog evaluation, and submit such to the COUNTY as part of the System Design Documentation Package due at Preliminary Design Review (PDR), Detailed Design Review and other milestones.

7.7.1.3. The COUNTY will assess the capability and adequacy of the proposed solution and impacts to the COUNTY network based on current and future loads. This assessment will be done both for daily data (such as toll data) and real-time data volume requirements. This evaluation by the COUNTY will take into consideration the potential for System expansion and life-cycle analysis of major elements.

7.8. TRANSITION PLAN

7.8.1.1. The Contractor shall develop a complete and comprehensive Transition Plan for the transition of toll operations from the legacy toll system to the new Toll System.

7.8.1.2. The Contractor shall submit the Transition Plan to the COUNTY at PDR and DDR for review and approval.

7.8.1.3. The Transition Plan shall document the processes that will be implemented to ensure a smooth conversion and transition of toll operations from the legacy toll collection system to the new Toll Collection System.

7.8.1.4. The Transition Plan shall address all the steps that will be required to prepare for, schedule, test and implement the changeover at each System level including without limitation:

7.8.1.4.1. Toll Host Environment implementation

7.8.1.4.2. Customer Service Center (CSC) Subsystem conversion

7.8.1.4.3. Toll Pass accounts, transponders, and inventory

7.8.1.4.4. Lane conversion

7.8.1.4.5. Integration of the new Lanes and Plazas with the new Toll Host Environment

7.8.1.4.6. Integration of the Toll Host Environment and the Customer Service Center

7.8.1.4.7. Integration of the Toll Host Environment, the Customer Service Center with the third-party customer service center (e.g. SunPass or CCSS)

7.8.1.4.8. Implementation of the new UFM (Universal Financial Message) structure

7.8.1.4.9. Integration with regional partner entities and interoperable toll agencies

7.8.1.5. The Transition Plan shall include the installation and testing of initial Toll Lanes, strategy for installing new equipment while the existing legacy system is still in operation, the changeover process, removal and disposal of legacy equipment and all other activities associated with the changeover.

7.8.1.6. Similar planning for the transition to the new Plazas and Toll Host Environment shall also be documented.

7.8.1.7. The Transition Plan shall address the steps required to implement the new Toll Host Environment with minimum interruption to ongoing toll operations and customer service.

7.8.1.8. The Transition Plan shall provide a plan for the migration of the database for Annual Toll Pass customer account information and transponder inventory to avoid interruption to ongoing toll operations and customer service.

7.8.1.9. The Transition Plan shall address the integration of the Toll Host Environment and Roadside Toll Collection System.

7.8.1.10. Define a plan for the reuse of legacy equipment such as money counting equipment and other equipment items.

7.8.1.11. The Transition Plan shall address the role of the Communication Network (WAN/LAN) and the transition of communications to the network structure used by the new Toll System.

7.8.1.12. The Transition Plan shall clearly define the dependencies, fall back strategies, schedules and roles of each participant (Contractors, consultants and COUNTY personnel and/or their designated representatives).

7.9. DISASTER RECOVERY PLAN & BUSINESS RESUMPTION PLAN

7.9.1. DISASTER RECOVERY PLAN

7.9.1.1. The Contractor shall develop a comprehensive Disaster Recovery Plan and subsequent Disaster Recovery Procedures for the Toll Host Environment, databases, pre-paid toll accounts (Annual Pass), violation / image-based invoiced payment processing element and other System elements including without limitation: Reporting, CSC, TVAS, MOMS, etc.

7.9.1.2. The Contractor shall submit the Disaster Recovery Plan and Disaster Recovery Procedures to the COUNTY for review and approval at least ninety (90) days prior to installation.

7.9.1.3. This comprehensive Disaster Recovery Plan and Disaster Recovery Procedures will be reviewed by the COUNTY for purposes of discussion, and approval when finalized.

7.9.2. Business Resumption Plan

7.9.2.1. The Contractor shall also develop and submit a separate Business Resumption Plan for the COUNTY to be able to continue operating its mission-critical Toll System in the event of any disruption during the course of the Contract

7.9.2.2. The Business Resumption Plan shall provide a comprehensive approach to converting day-to-day operations to an off-site facility.

7.9.2.3. The Contractor shall submit the Business Resumption Plan to the COUNTY for review and approval at least ninety (90) days prior to installation.

7.10. Design Reviews & Related Documentation Packages

7.10.1. General

7.10.1.1. The Contractor shall prepare Design Review Documentation for this Project, describing how the best-available, already-proven technologies and systems are to be employed.

7.10.1.2. The Contractor shall submit the Design Review Documentation packages to the COUNTY for review and approval as indicated below.

7.10.1.3. The Contractor shall provide sufficient detail in its submissions to demonstrate to the COUNTY how the proposed System will meet or exceed procurement requirements within the schedule constraints, under high volume traffic and ongoing toll collection operations.

7.10.2. Preliminary Design Documentation

7.10.2.1. The Contractor shall provide Preliminary Design Documents for COUNTY review and approval.

7.10.2.2. The Preliminary Design Documents shall be submitted by the Contractor at least four (4) weeks (i.e. 20 business days) in advance of the meeting.

7.10.2.3. The Preliminary Design shall provide documentation of System hardware topology / architecture (logical, physical and functional, etc.) including the following without limitation, the Overall System, Toll Host Environment, Plaza, and Lane Levels, CSC, and other elements.

7.10.2.4. The Preliminary Design shall address all systems including, but not limited, to the following:

7.10.2.4.1. Toll Host Environment

7.10.2.4.2. Databases

7.10.2.4.3. Toll Lanes (not including civil works)

7.10.2.4.4. Reconciliation Reporting & Audit

7.10.2.4.5. Customer Service Center (CSC) subsystem

7.10.2.4.6. Maintenance On-line Management System (MOMS)

7.10.2.4.7. Transaction Video Audit Subsystem (TVAS)

7.10.2.4.8. Interfaces with other internal systems, including without limitation, the interface between the Toll Host Environment and the CSC, the COUNTY's enterprise accounting system, etc.

7.10.2.4.9. Interfaces with other external entities, including without limitation, the COUNTY's banking and cash management facility, third-party back office system (e.g. future Centralized Customer Service System (CCSS), etc.)

7.10.2.4.10. Interoperable Interfaces

7.10.2.4.11. Networks and communications

7.10.2.4.12. System access security

7.10.2.4.13. Documentation – Software Documentation

7.10.2.4.14. System Design – Software Design

7.10.3. Preliminary Design Review (PDR) Meeting(s)

7.10.3.1. The Preliminary Design Review (PDR) shall effectively be the first in-depth review of the System design.

7.10.3.2. The PDR meeting shall take place at the COUNTY's office in Pensacola, Florida.

7.10.3.3. The PDR shall be performed after the Contractor has incorporated any initial changes to its System design to accommodate the requirements and needs of the COUNTY.

7.10.3.4. The PDR meeting(s) shall include an in-depth review of the System design with the Contractor.

7.10.3.5. The Contractor shall prepare Meeting Notes and submit them within 10 business days after the meeting to the COUNTY for review.

7.10.3.6. These meeting notes shall capture the key issues discussed at these meetings; and also capture, address and track all comments submitted and discussed by the COUNTY, as well as responses to comments by the Contractor and the COUNTY.

7.10.4. DETAILED DESIGN DOCUMENTATION

7.10.4.1. The Contractor shall provide Detailed Design Documents for COUNTY review and approval.

7.10.4.2. The Detail Design Documents shall be submitted by the Contractor four (4) weeks (i.e. 20 business days) in advance of the DDR meeting.

7.10.4.3. The Detailed Design shall provide documentation of System hardware topology / architecture (logical, physical and functional, etc.) including the following without limitation, the Overall System, Toll Host Environment, Plaza, and Lane Levels, CSC, and other elements.

7.10.4.4. The Detailed Design shall address all systems requested in this RFP including, but not limited, to the following:

7.10.4.4.1. Toll Host Environment

7.10.4.4.2. Databases

7.10.4.4.3. Toll lanes (not including civil works)

7.10.4.4.4. Reconciliation, Reporting & Audit

7.10.4.4.5. Customer Service Center (CSC) subsystem

7.10.4.4.6. Maintenance On-line Management System (MOMS)

7.10.4.4.7. Transaction Video Audit Subsystem (TVAS)

7.10.4.4.8. Interfaces with other internal systems, including, without limitation, the interface between the Toll Host Environment and the CSC, the COUNTY's enterprise accounting system, etc.

7.10.4.4.9. Interfaces with other external entities, including without limitation, the COUNTY's banking and cash management facility, third-party back office system (e.g. future Centralized Customer Service System (CCSS), etc.)

7.10.4.4.10. Interoperable Interfaces

7.10.4.4.11. Networks and communications

7.10.4.4.12. System access security

7.10.4.4.13. Documentation – Software Documentation

7.10.4.4.14. System Design – Software Design

7.10.5. Detail Design Review (DDR) Meeting

7.10.5.1. The Detail Design Review (DDR) meeting(s) shall provide and reflect the final review version of the Detail Design Documents and Plans.

7.10.5.2. The DDR meeting(s) will take place at the COUNTY's offices in Pensacola, Florida.

7.10.5.3. The Contractor shall prepare Meeting Note minutes to all meetings and submit them within 10 business days of the meeting to the COUNTY for review.

7.10.5.4. These meeting notes shall capture the key issues discussed at these meetings; and also capture, address and track all comments submitted and discussed by the COUNTY, the Contractor and all responses by all parties to comments.

7.11. Manuals

7.11.1. General

7.11.1.1. The Contractor shall develop User, Maintenance, and Operator Manuals for each device or functionally related group of devices, and shall describe detailed operating procedures and software application procedures including without limitation the Toll Host Environment, CSC, MOMS, TVAS and roadside Systems and operations.

7.11.1.2. The Contractor shall submit all manuals to the COUNTY for review and approval thirty (30) days prior to the start of the installation, and updated at least annually by the Contractor.

7.11.1.3. Standard user manuals for commercial products used in the System will be acceptable if they contain sufficient information to service the equipment.

7.11.1.4. Large size logic diagrams and mechanical assembly diagrams do not have to be reduced or incorporated into the manuals if these drawings are provided with the manuals.

7.11.1.5. Prior to the development of any manual to be delivered under this Contract the Contractor shall prepare a draft table of contents and story boards depicting the proposed content for COUNTY review and approval.

7.11.1.6. The Contractor shall develop and follow a procedure that ensures each manual is updated as necessary, at least annually throughout the Contract.

7.11.1.6.1. Cause for updates includes but is not limited to system improvements, introduction of new hardware and/or software, lane configuration changes, etc.

7.11.2. Operations Manual(s)

7.11.2.1. The Contractor shall provide Operations Manuals, including Standard Operating Procedures, for use by operations personnel that address all operational aspects of the System and to provide documentation of the proper operation of the systems for reference and training purposes.

7.11.2.2. The Contractor shall submit all Operations Manuals to the COUNTY for review and approval forty-five (45) days prior to the start of the installation, and updated at least annually by the Contractor.

7.11.3. System Administration Manual(s)

7.11.3.1. The System Administration Manuals provided by the Contractor will serve to assist in training the System Administrator in all elements of operating and maintaining the System including generating reports, configuring components of the System, developing system performance metrics, etc.

7.11.3.2. The Contractor shall submit all System Administration Manuals to the COUNTY for review and approval forty (40) days prior to the start of the installation, and updated at least annually by the Contractor.

7.11.4. System Database Manual(s)

7.11.4.1. The Contractor shall provide System Database Manuals for use by the Database Administrator that address all elements of operating and maintaining the System databases and to provide documentation of such for reference and training purposes.

The Contractor shall submit all System Database Manuals to the COUNTY for review and approval forty (40) days prior to the start of the installation, and updated at least annually by the Contractor.

7.11.5. Maintenance Manual(s)

7.11.5.1. The Contractor shall provide Maintenance Manuals that are comprehensive and address all hardware and software components of the various modules of the System.

7.11.5.2. Maintenance Manuals shall include at a minimum general description, theory of operation, operator instructions, detailed electrical/electronic logic circuit analysis, mechanical function, installation, test and troubleshooting procedures, preventive and corrective maintenance procedures and schedules, diagrams, schematics, complete performance data, layouts and parts lists required to service each piece of the Toll System equipment.

7.11.5.3. The Maintenance Manuals must specifically address preventive maintenance, pre-emptive/predictive maintenance, routine maintenance, etc.

7.11.6. Systems Disaster Recovery & Business Resumption Manual

7.11.6.1. The Contractor shall provide a Disaster Recovery & Business Resumption Manual that provides all of the requirements and provisions outlined in the Disaster Recovery and Business Resumption Plans described in Section 7.9, above.

7.11.6.2. The Contractor shall submit all Disaster Recovery & Business Resumption Manual to the COUNTY for review and approval forty (40) days prior to the start of the installation, and updated at least annually by the Contractor.

7.12. Parts Lists

7.12.1.1. The Contractor shall provide a Parts List for each and every Toll System device.

7.12.1.2. The Contractor shall submit the Parts Lists for approval by the COUNTY thirty (30) days prior to the start of the installation.

7.12.1.3. Each Parts List shall include all parts and components making up that device and shall provide pictures, exploded view diagrams, part numbers and names.

7.12.1.4. The Parts Lists shall be included in the MOMS.

7.12.1.5. All material listed in the Parts Lists shall be identified by part number, size, type, model, shape or other descriptive nomenclature, together with the component or part supplier name, contact / ordering information, and product identification.

7.12.1.6. Parts Lists with component part numbers, but without descriptive information, will not be acceptable.

7.12.1.7. The Parts Lists shall contain the Contractor's source identification numbers and codes or other means to identify the manufacturer.

7.12.1.8. Second sources shall be provided for all standard commercial components.

7.13. Installation Design & Documentation

7.13.1. Installation Plan

7.13.1.1. The Contractor shall provide the Installation Plan.

7.13.1.2. The Contractor shall submit the Installation Plan for approval by the COUNTY thirty (30) days prior to the start of any equipment installation and update and resubmit to the COUNTY as changes are made to the Installation Plan.

7.13.1.3. The Plan shall include specific sections for the following:

7.13.1.3.1. Installation management

7.13.1.3.2. Subcontractor activities and control

7.13.1.3.3. Installation

7.13.1.3.4. Installation team and organization chart

7.13.1.3.5. Sequence of work

7.13.1.3.6. Maintenance of traffic

7.13.1.3.7. A schedule and description of specific activities at each work site.

7.13.1.4. The Installation Plan shall include Details and Procedures for installation of all Toll System equipment, ancillary items, and wiring as well as signing and pavement marking coordination.

7.13.1.5. The Installation Plan shall address the continued use of the Legacy toll lanes until the commissioning on the new toll lanes, thereby ensuring no revenue loss, and limiting operational disruption, including, but not limited to temporary work required to support the legacy and new systems during the Transition period.

7.13.1.6. The Installation Plan shall also include an Installation / Commissioning Checklist as described in Section 8.6.

7.13.2. Installation Plans & Shop Drawings - General

7.13.2.1. The Contractor shall provide detailed Installation Drawings and associated Shop Drawings for each lane type, each facility type, and for each location where equipment is to be installed, and submit them to the COUNTY for review and approval at least thirty (30) days prior to the start of the installation activities to which the drawings pertain.

7.13.2.2. The requirements for detailed Installation Drawings and associated Shop Drawings shall also apply to temporary work required to support the legacy and new systems during the Transition period, including, but not limited to electrical systems, panels, climate control, equipment racks, etc.

7.13.2.3. The Contractor shall also provide detailed Installation Instructions for all hardware provided under this Contract, and submit to the COUNTY for review and approval at least thirty (30) days prior to the start of the installation activities to which the drawings pertain.

7.13.2.4. The Contractor shall also provide a final drawing package(s) that is complete and accurate, and identifies every portion of the hardware for the System, and submit it to the COUNTY for approval prior to the start of installation activities for which the drawings pertain.

7.13.2.5. All drawings and diagrams shall conform to generally used industry standards and practices and the COUNTY's engineering and construction procedures.

7.13.2.5.1. Installation plans and shop drawings shall be as required in Section 6, and elsewhere as applicable in this Statement of Work. For equipment that is being attached to existing structures (e.g., canopies, booths, buildings, etc.) the Contractor shall submit to the COUNTY for review and approval provide engineering documentation on the drawings to verify that the additional dead loads and wind loads from the Contractor's equipment will not compromise the structural integrity of the structure being used.

7.13.3. Toll Host Environment / Data Center(s) Pre-Installation Design Walk-Through

7.13.3.1. The Contractor shall participate with the COUNTY in a "pre-build-out" design meeting(s) and subsequent walk-through(s) of the COUNTY Data Center(s).

7.13.3.2. The COUNTY and the Contractor will discuss the design requirements with respect to common areas of concern, particularly the configuration of applicable elements of the Data Center(s), LAN routing, workstations, service panels, etc.

7.13.4. Toll Host Environment / Data Center Hardware Installation & Shop Drawings

7.13.4.1. The Contractor shall prepare installation plans and detailed installation instructions for the equipment to be located at the COUNTY Data Centers (Central Office Complex and Disaster Recovery site) and submit as required above for COUNTY review and approval.

7.13.4.2. These drawings and instructions shall show the server rack configurations and physical and logical networking of, among other things, the following items:

7.13.4.2.1. Servers

7.13.4.2.2. Network hardware and LAN equipment

7.13.4.2.3. Networking and interface requirements

7.13.4.2.4. Installation, housing and environmental requirements for each component, showing proper location and equipment placement and rack diagrams

7.13.4.2.5. Cabling and terminations requirements

7.13.4.2.6. Workstation and hardware configuration and layout for Toll Host Environment subsystems including without limitation: Reporting, CSC, TVAS, MOMS, etc.

7.13.4.2.7. Component software configurations, drivers and switch settings

7.13.5. PLAZA / LANE SYSTEM PRE-INSTALLATION DESIGN WALK-THROUGH

7.13.5.1. The Contractor shall conduct a Pre-installation Design meeting(s) and, where possible and appropriate, walk-through(s) with the COUNTY and its representatives.

7.13.5.2. The purpose of the walk-through shall be to identify the following:

7.13.5.2.1. Precise locations and geometrics for the deployment of Plaza hardware, equipment cabinets, equipment racks (possibly in the toll buildings by the Contractor).

7.13.5.2.2. Precise locations and geometrics for the deployment of in-lane hardware, antennas, readers, equipment cabinets, equipment racks (possibly in the toll buildings or as recommended by the Contractor).

7.13.5.2.3. Direction and length of conduit runs and recommended hardware.

7.13.5.2.4. Such on-structure hardware may include the antennas, readers, cameras, classification devices and other hardware that the COUNTY and/or the Contractor believe will deliver the "Best Value" to the COUNTY.

7.13.5.3. The Contractor shall also note the location of joints and suitability of lane pavement, so as to determine its impact on any in-pavement classification devices used in the design.

7.13.6. PLAZA / LANE SYSTEM HARDWARE INSTALLATION & SHOP DRAWINGS

7.13.6.1. The Contractor shall prepare installation plans, shop drawings, and detailed installation instructions for the Toll Plaza and each Toll Lane and submit as required above for the COUNTY review and approval.

7.13.6.2. These drawings shall provide at a minimum, the following items:

7.13.6.2.1. Standard networking and interfacing requirements for all components of the System from a lane perspective.

7.13.6.2.2. Standard installation, housing and environmental requirements for each component, showing proper location and placement of equipment.

7.13.6.2.3. Controller hardware configuration such as drives, boards, types and amounts of memory, port types and equipment linked to it, etc.

7.13.6.2.4. Any applicable component software configuration, drivers, switch settings, etc.

7.13.6.2.5. Proper handling and geometric placement details for the locations of the devices.

7.13.7. ELECTRICAL INTERCONNECTION, POWER DISTRIBUTION, GROUNDING & WIRING DIAGRAMS

7.13.7.1. The Contractor shall provide Electrical Interconnection, Power Distribution, Grounding and Wiring Diagrams for all installations.

7.13.7.2. The Electrical Interconnection, Power Distribution, Grounding and Wiring Diagrams shall be submitted to the COUNTY for review and approval as part of the System Design Documentation Package for DDR and with the Installation Plans.

7.13.7.3. The Interconnection Diagrams shall show the general physical arrangement of the devices and all external connections between devices for the entire Toll System.

7.13.7.4. The interconnection diagrams shall be submitted by the Contractor in accordance with the Project Schedule.

7.13.7.5. The Contractor's diagram shall include but not be limited to signal names and types, pin numbers, clock/baud rates, voltage levels, states, interfacing requirements, signal flow, etc., to allow full identification and traceability of data through the System.

7.13.7.6. The Contractor shall update and resubmit this diagram if it changes at anytime throughout the Project.

7.13.7.7. The Power Distribution diagrams shall describe and depict in detail the power distribution for the entire Toll System.

7.13.7.8. These diagrams shall describe power requirements of all equipment, system ground, primary and secondary distribution, UPS integration, power status indicators, and all other necessary information related to the System power requirements.

7.13.7.9. The Contractor shall provide a Power Budget and analysis for each piece of Toll System hardware requiring UPS.

7.13.7.10. The Contractor shall provide for any surge suppression devices beyond the UPS.

7.13.7.11. The Contractor shall also address system grounding and address Transient Voltage Surge Suppression (TVSS) within these drawings or in separate drawings.

7.13.7.12. The Wiring Diagrams shall show the electrical connections of all installations, its component devices, and parts as well as their general physical arrangement.

7.13.7.13. The wiring diagrams shall cover internal and external connections and contain adequate detail to make or trace connections that are involved.

7.13.7.14. All color-coded cabling and wiring shall be identified in the proper wiring diagrams.

7.13.7.15. Color-coding shall be selected for like control lines, common signals, voltages, system ground points and similar circuit functions.

7.13.7.16. All cables shall be labeled at terminal connections.

7.13.8. Maintenance of Traffic (MOT) Plans

7.13.8.1. The Contractor shall provide a Maintenance of Traffic (MOT) Plan for use at the toll plaza as part of the System Design Documentation Package for PDR and DDR, and then updated for the design submittals for Installation and Maintenance activities.

7.13.8.2. The MOT Plan will be further developed during plans preparation and final design and shall address all applicable phases of installation.

7.13.8.3. The Maintenance of Traffic (MOT) Plans shall include all maintenance of traffic devices required to properly and safely sequence traffic flows at the toll plaza, and approach roadways during the performance of work.

7.13.8.4. The MOT Plan shall provide for the furnishing, erection, and maintenance of barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices (MUTCD) latest version and other applicable state or COUNTY requirements and guidelines for Signing and Pavement Markings Layout Drawings.

7.13.8.5. The Maintenance of Traffic (MOT) Plans for each specific work site shall be submitted to the COUNTY for review and approval at least thirty (30) days prior to the start of the installation activities to which the drawings pertain.

7.13.9. Site-Specific Installation Design Review Meetings

7.13.9.1. The Contractor shall coordinate and conduct a design review meeting for each specific facility site (e.g. toll plaza, data center, back office facility / CSC, etc.) prior to the approval of the installation plans with designated staff at each site.

7.13.9.1.1. The purpose of these facility site design review meetings is for the Contractor to share the plans with COUNTY and key staff at each facility, and ensure all COUNTY and facility staff concerns are noted, and where possible incorporated into this work.

7.13.9.2. The Contractor shall work with the COUNTY's Project Manager to determine who should attend the design review meetings at each facility.

8. INSTALLATION & TRANSITION PROGRAM

8.1. GENERAL

8.1.1. DESCRIPTION OF INSTALLATION & TRANSITION PROGRAM

8.1.1.1. The Installation & Transition Program provides for the installation of the new Toll System at the existing toll plaza currently equipped with an existing toll collection system, and conducting revenue collection operations.

8.1.1.2. It is imperative that toll revenue operations are maintained in a safe, secure and efficient way, and that any disruption is minimized.

8.1.1.3. It is also imperative that the COUNTY facilities and equipment be protected from damage or incapacitation unless they have been transferred to the Contractor for removal and disposal.

8.1.1.4. All work areas shall be cleaned up each day before Contractor's work is completed.

8.1.1.5. The new Toll System shall be implemented in a very structured, organized and incremental way to transition smoothly from complete reliance on the legacy toll system, testing the new system, converting and migrating data, to convert toll operations over to complete reliance on the new Toll System.

8.1.1.6. The COUNTY's legacy Back Office Subsystem (BOS) shall continue in use supporting the Customer Service Center for Annual Pass sales, payment processing, and several external interfaces.

8.1.1.7. The transition process shall begin at logical location in System architecture with implementation of the new Toll Host Environment and associated subsystems such as data migration, Reports, CSC, TVAS, MOMS, etc..

8.1.1.8. With the Toll Host Environment in place and tested, the Contractor shall implement the Toll Plaza and Toll lanes, first with the Plaza Subsystem and then each Toll Lane.

8.1.1.9. The legacy plaza subsystem at each toll plaza must remain fully operational for revenue collection as long as there are legacy toll lanes in operation for revenue collection at that toll plaza, and until the COUNTY has authorized the legacy plaza subsystem to be decommissioned.

8.1.2. PERMITS - GENERAL

8.1.2.1. The Contractor shall be responsible for preparing any necessary permit applications and all documents required thereby, to obtain permits required for all work.

8.1.2.1.1. The COUNTY Central Office Complex and the roadside toll facility are under the permitting jurisdiction of the Escambia County Building Department.

8.1.3. PERMITS – CONTRACTOR FIELD OFFICE OR TRAILER

8.1.3.1. Should the Contractor desire to establish an on-site field office at a COUNTY facility, the Contractor shall submit a Field Office Plan to the COUNTY for review and approval at least fifteen (15) business days before submitting for any other required permits / approvals.

8.1.3.1.1. The Field Office Plan shall show the proposed location, site plan and requirements, description of how the office will be deployed, etc.

8.1.3.2. The Contractor shall also be responsible for preparing any necessary permit applications and all documents required thereby.

8.1.3.3. The Contractor shall obtain permits required for any Contractor field office or trailer.

8.1.3.3.1. The Contractor is responsible to pay for all charges, fees, and taxes levied by the permitting governmental agency and such costs shall be at Contractor's expense.

8.1.4. PERMITS - FCC LICENSES OR CHANGES

8.1.4.1. The Contractor shall provide necessary information to support the Federal Communications Commission (FCC) permit process at least 120 days prior to the new lane(s) are operational.

8.1.5. MAINTENANCE OF TRAFFIC (MOT) REQUIREMENTS

8.1.5.1. It is the explicit intent of the COUNTY that the safety of the traveling public, COUNTY and the Contractor personnel, and equipment is the most important consideration.

8.1.5.2. During installation and construction of the Project, the Contractor shall provide for the free and unobstructed movement of motor vehicles in accordance with lane closure restrictions and the approved Maintenance of Traffic Plans, unless lanes are approved to be closed. The Contractor shall furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices (MUTCD) latest version and other applicable state or COUNTY requirements and guidelines for Signing and Pavement Markings Layout Drawings.

8.1.5.3. The COUNTY reserves the right at its discretion to require an off-duty law enforcement officer to be paid at the Contractor's expense for MOT support on-site for any lane closures. The Contractor may contract with existing certified maintenance of traffic subcontractors as long as they meet the COUNTY's MOT requirements.

8.1.5.4. The COUNTY or authorized personnel shall be empowered to require the immediate reopening of a lane where required by traffic conditions, without any additional payment or compensation to the Contractor.

8.1.5.5. The Contractor is not responsible for installation, modification, or removal of permanent approach or canopy signing.

8.1.6. USE OF MATERIALS FOUND AT SITE

8.1.6.1. The Contractor may use existing materials, conduits, chases, trenches and other devices available at the sites or operations provided they do not interfere with current operations, are satisfactory and approved by the COUNTY.

8.1.6.2. The COUNTY makes no guarantee as to the availability, conditions or ultimate effectiveness of these existing materials and devices and reliance thereon shall be the responsibility of the Contractor.

8.1.6.3. Contractor's use of existing materials shall not relieve the Contractor of their obligation to meet or exceed the requirements of the Contract.

8.2. HARDWARE & ELECTRICAL REQUIREMENTS

8.2.1. GENERAL

8.2.1.1. The Scope of Work of this Project includes the successful delivery of the following requirements in this section for all portions of the System.

8.2.1.2. This Scope of Work shall be addressed by the Contractor in its design submittals and all of its proposed hardware cut sheets which shall be incorporated and made part of the overall System Design and the related documentation for the System.

8.2.1.3. The following hardware and electrical general design requirements shall apply to the System including, without limitation:

8.2.1.3.1. All equipment shall be new (except for re-used COUNTY equipment as approved by the COUNTY)

8.2.1.3.2. All toll equipment and cabinets in toll plaza areas, etc. shall be painted to match the color of the legacy toll equipment and facilities.

8.2.1.3.3. All wiring of devices and components shall be new

8.2.1.3.4. Modular design

8.2.1.3.5. Use of Ethernet connections to the greatest extent possible

8.2.1.3.6. Uniform design for all lanes and configurations to the greatest extent possible

8.2.1.3.7. Maximum degree of parts interchangeability between lanes and lane types

8.2.1.3.8. High degree of component accessibility

8.2.1.3.9. High reliability, availability, and maintainability

8.2.1.3.10. Equipment diagnostic and self-test requirements,

8.2.1.3.11. Interference isolation

8.2.1.3.12. Transient Voltage Surge Suppression (TVSS) & Lightning Protection

8.2.2. Applicable Codes & Standards

8.2.2.1. See Section 1 for a representative list of these.

8.2.3. Toll System Electrical Work – Power Requirements

8.2.3.1. The Contractor shall provide all power connections, cabinets, devices required to provide or maintain power to all System-related devices at the toll facility, including the Toll Host Environment and the Back Office Environment.

8.2.3.2. Contractor shall be responsible to terminate all power connections from the generator-backup and UPS service panels or circuits to each roadside toll collection System or peripheral device.

8.2.3.3. The Contractor shall provide all power and connectivity requirements to be incorporated in the System design specifications.

8.2.4. Data Communications & Networks

8.2.4.1. The Contractor shall provide all data and power connections, cabinets, devices required to provide, communicate, or maintain data and power to all System-related devices at the toll facilities, including the Toll Host Environment, disaster recovery and the Back Office Environment.

8.2.4.2. The Contractor shall provide calculations indicating data communication bandwidth needs, as wells as provding technical support to the COUNTY in determining the appropriate network needs,

8.2.4.3. The Contractor shall be responsible for integration to all data connections from WAN to the Toll System / facility LAN and all devices on that LAN.

8.2.4.4. The Contractor shall provide a complete LAN in each toll facility, meeting the requirements of the technical specifications.

8.2.4.5. All LAN components, devices and cabling shall be new.

8.2.4.6. Each lane shall provide a LAN connection on a separate subnet for communication between the legacy reader and the lane controller in the lane.

8.2.4.7. The Contractor shall use the COUNTY IP addressing schema.

8.2.4.8. The Contractor shall use Cisco Network switches (2900 series or better, with ASA Firewall) so a as to be consistent with the COUNTY'S network.

8.2.5. CONDUITS, WIRING & CABLING INSTALLATION

8.2.5.1. The Contractor shall furnish and install all necessary conduits, wiring, and cabling, including communications between the plaza and lanes and connecting to existing power.

8.2.5.2. Surface mounted conduit in walk areas shall not be permitted.

8.2.5.3. The Contractor may reuse existing conduit when possible, but the final installation shall still meet all performance, accuracy and reliability requirements of the Contract.

8.2.5.4. The Contractor shall provide, or reuse, any required brackets, connectors, equipment arms, and equipment hangers as necessary for equipment installation.

8.3. INSTALLATION STANDARDS

8.3.1. PROTECTION OF EXISTING STRUCTURES

8.3.1.1. The Contractor shall take all necessary precautions to ensure that no damage is done to any existing structures as a result of its activities.

8.3.2. INSTALLATION ACTIVITIES

8.3.2.1. Conduit installation or other required physical modifications to plaza may be performed in advance of the installation of the equipment as long it does not interfere with the existing toll collection system; has prior approval by the COUNTY; and is done at the Contractor's own risk.

8.3.2.2. The Contractor shall provide any structural, electrical and lightning protection analysis and equipment necessary to accommodate the installation of the toll system.

8.3.2.3. All onsite installation activities anticipated prior to System initial end-to-end test shall be clearly indicated in the Project Schedule included by the Contractor.

8.3.2.4. The Contractor shall prepare detailed standard installation and modification plans and drawings, showing all equipment items covered by this Contract, and in accordance with these requirements including without limitation, Section 6 and Section 7.

8.3.2.5. The Contractor shall submit such plans and drawings to the COUNTY in accordance with the milestone schedule and the approved CDRL.

8.3.2.6. Trained personnel who are familiar with the toll System components shall perform installation of equipment.

8.3.2.7. The Contractor shall take all necessary precautions to see that no damage is done to any existing structures or other COUNTY facilities due to the Contractor's operations.

8.3.2.8. In the event that any utility, equipment, roadway, or facility is damaged due to the Contractor's activities, such damage shall be repaired immediately at the Contractor's expense and to the satisfaction the COUNTY's representative.

8.3.2.9. In case of failure on the part of the Contractor to restore such property or to make good such damage by the Contractor, the COUNTY may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract.

8.4. REMOVAL OF LEGACY EQUIPMENT / DEBRIS / CLEANING / WORK SITE RESTORATION

8.4.1. GENERAL

8.4.1.1. The Contractor shall not remove existing legacy production toll equipment to allow for the installation of the new equipment without an Installation Plan approved by the COUNTY for such work.

8.4.2. REMOVAL OF LEGACY EQUIPMENT

8.4.2.1. The COUNTY will determine / confirm, after consultation with the Contractor, which legacy equipment will be salvaged by the COUNTY, either for use by the Contractor as Owner-Furnished Materials, other reuse/disposal by the COUNTY

8.4.2.2. All existing equipment is property of the COUNTY, and shall remain as such unless the contractor is notified otherwise.

8.4.2.3. Upon removal, existing equipment shall be catalogued, tagged and packaged by the Contractor.

8.4.2.4. All costs for the removal of existing equipment during installation shall be included in the installation payment items.

8.4.2.5. The Contractor shall take precautions to not unnecessarily damage salvaged equipment.

8.4.2.6. All computer equipment salvaged by the Contractor, shall be delivered to the COUNTY for proper data security cleansing and data removal.

8.4.2.7. The Contractor shall transport salvaged legacy equipment for reuse/disposal by the COUNTY to a local facility provided by the COUNTY for storage.

8.4.2.8. Removed legacy equipment that is not selected by the COUNTY for salvage will become the property of the Contractor and the Contractor shall dispose of all legacy equipment as necessary, unless it is used in the new toll system.

8.4.3. Removal of Debris, Cleaning & Work Site Restoration

8.4.3.1. The Contractor shall, with a minimum of interference to the COUNTY and other contractors, clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's work, on a daily basis.

8.4.3.2. Such requirements for clean-up of debris and restoration of marred or damaged finishes in project work areas, includes any COUNTY facility or property affected by the work.

8.4.3.3. Immediately after completion of the work, and before acceptance of the work by the COUNTY, the Contractor shall remove and dispose of all surplus materials, temporary structures and debris that may have resulted from its operations.

8.4.3.4. Areas adjacent to the work areas used as an installation or maintenance site, materials storage area or equipment yard shall, at such time as they are no longer needed by the Contractor for such purposes, shall be repaired, rebuilt or restored to a condition similar or equal to that existing before Contractor use and to the satisfaction of the COUNTY.

8.4.3.5. The Contractor shall dispose of any hazardous materials it has brought to the worksite in accordance with the requirements and regulations of a local, state, or federal agency having jurisdiction.

8.4.3.6. The Contractor shall clean all work areas including the Toll Plaza and other related utility buildings.

8.4.3.7. This work shall include removal of all markings, stains, glazing compounds, epoxies and other materials and foreign matter resulting from the installation and work.

8.4.3.8. The cleaning work shall be acceptable to the COUNTY's representative.

8.4.3.9. In the event finishes to existing construction, including the utility building and the toll booths are marred and an acceptable finish cannot be restored by cleaning, the Contractor shall restore the finish by painting or such other measures, including replacement, as may be necessary to provide an acceptable condition and completed to the satisfaction of the COUNTY's representative.

8.4.3.10. Paint and other materials shall be equivalent to existing paint and materials.

8.5. The COUNTY & Duties of the COUNTY's Representatives

8.5.1. Failure of COUNTY Representatives to Reject Work

8.5.1.1. If, during or prior to completion of the work, the COUNTY's representative should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent later rejection when such defect is discovered, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

8.5.2. Failure to Remove & Renew Defective Materials & Work

8.5.2.1. Should the Contractor fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary, all at the Contractor's expense.

8.5.2.2. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any monies due or which may become due.

8.6. Installation Documentation

8.6.1. Installation Record Book

8.6.1.1. The Contractor shall maintain an Installation Record Book for all installation work, updated daily during the Installation phase and available in electronic format on the On-line Library.

8.6.1.1.1. The Installation Record Book entries shall include a description of the work by location, date, weather conditions, equipment deliveries, number and classification of Contractor's working and supervisory personnel, date work started, work in progress and date work completed, dates of tests conducted and any abnormal or hazardous conditions.

8.6.1.2. A copy of the Installation Record Book shall be forwarded to the COUNTY each month with the Contractor's monthly Status Report submittal.

8.6.2. Installation / Commissioning Checklist

8.6.2.1. The Contractor shall provide as part of the Installation Plan an Installation / Commissioning Checklist to be used during Commissioning testing for each lane type.

8.6.2.2. The Contractor shall develop a detailed step-by-step Installation / Commissioning Checklist that shall be used to verify that equipment has been installed and tested and ready for operations.

8.6.2.2.1. The Checklist shall include at a minimum a list of all hardware, software versions and other configurations settings that are required for each lane to be fully operational.

8.6.2.3. These Checklists shall be submitted at least fifteen (15) business days prior to the start of installation and approved by the COUNTY prior to installation of any lanes or System operations.

8.6.2.4. The Checklist shall be kept up to date from one installation / commissioning to the next and used for all future installations.

8.6.3. "AS-BUILT" RECORD DRAWINGS

8.6.3.1. The Contractor shall keep an accurate record of any deviations from the original drawings and diagrams (i.e. "As-Built" drawings, etc.).

8.6.3.2. "As-Built" drawings and records shall be in conformance with the requirements described in Section 6.2.6, above.

8.6.3.3. "As-built" drawings shall be submitted to the COUNTY for review and approval fifteen (15) days after each phase / stage of installation, each location installation, and at the end of the Project.

8.6.3.4. These "As-Built" prints shall be used by the Contractor as the basis to revise the original drawings to reflect the actual "As-Built" condition in native format (e.g. Micro Station) as approved by the COUNTY.

8.6.3.5. A complete set of "As-Built" drawings shall be turned over to the COUNTY as a part of the close-out documentation as listed in Section 3.13.

9. TESTING PROGRAM

9.1. GENERAL

9.1.1. DESCRIPTION OF TEST PROGRAM

9.1.1.1. The Contractor shall develop a comprehensive Testing Program to verify that the System to be delivered by the Contractor meets the performance and functional requirements of the System as defined in the System Requirements and Appendix E –Performance Measures and Service Levels, and that all of the components perform as required.

9.1.1.2. The overall Testing Program and key testing activities shall be included as items in the Project Schedule.

9.1.1.3. The Test Program developed by the Contractor (i.e. the design, the execution and the review of the tests) shall be conducted by the Contractor under the oversight and review of COUNTY staff or designee.

9.1.1.4. The results shall be evaluated by the Contractor under the observation and review of the COUNTY or its designees.

9.1.1.5. The COUNTY reserves the right to identify areas in the tests that have been conducted that it believes may require remediation, adjustment and/or modification before re-execution of same.

9.1.1.6. Testing Program shall be conducted in phases to validate the new Toll System's integrity, reliability, performance, functionality and compliance to the functional and technical requirements.

9.1.1.7. The Contractor's test program shall be fully integrated into its systems development life cycle.

9.1.1.8. Formal test phases require the review and approval of the COUNTY prior to commencement of the applicable tests.

9.1.1.9. The COUNTY will also witness and approve the formal tests, which include all test activities except the Contractor's internal testing and hardware production testing.

9.1.1.10. The COUNTY reserves the right to invite other entities to observe formal test activities.

9.1.1.11. The Contractor shall provide all vehicles, drivers, site preparation, MOT, etc. required to properly execute the on-site tests.

9.1.1.12. The Contractor's Test Program shall be designed to accomplish the following without limitation:

9.1.1.12.1. Validate System functionality, performance and accuracy for the new COUNTY Toll System

9.1.1.12.2. Demonstrate the overall System integrity, reliability, functionality, and conformance to business rules, as well as technical, and functional requirements

9.1.1.12.3. Verify that the System performs reliably and accurately under normal operations

9.1.1.12.4. Demonstrate that exception scenarios and failover conditions are handled seamlessly and that appropriate diagnostic and error messages are generated

9.1.1.12.5. Exercise all internal and external interfaces including both normal and exception conditions

9.1.1.12.6. Confirm that reports meet System Requirements and accurately report the data

9.1.1.12.7. Support audit requirements for System-generated data, performance and accuracy requirements and security aspects of the System

9.1.1.12.8. Verify that performance standards are met

9.1.1.12.9. Verify conformance to requirements at the component level, subsystem level and total System end-to-end testing

9.1.1.13. The COUNTY reserves the absolute right to require its own ad hoc tests of the System either to be conducted by the Contractor, the COUNTY or its designee as pieces of the System are installed.

9.1.1.13.1. Ad hoc tests may include without limitation, "design to fail" tests such as deliberately disconnecting equipment, driving the wrong way in a lane, etc.

9.1.1.13.2. This right is unequivocal and is intended to allow the COUNTY the ability to have absolute confidence in the performance of the System that is being delivered by the Contractor.

9.1.1.14. If additional rounds of testing are required due to failure of the System to satisfy the test requirements, the Contractor shall reimburse the COUNTY for any necessary travel costs or other expenses for COUNTY staff, consultants or agents to observe, administer or monitor the additional testing.

9.1.1.15. The COUNTY reserves the right to conduct additional independent testing as it deems necessary.

9.1.1.16. Approval or certification test processes or results by the COUNTY or its designee shall not relieve the Contractor of its obligation to meet the requirements of the Contract.

9.1.1.16.1. The COUNTY has the sole right to determine approval or disapproval of the requirements.

9.1.2. CONTRACTOR'S RESPONSIBILITY FOR FULL CONFORMANCE WITH REQUIREMENTS

9.1.2.1. The Approval of Tests shall in no way reduce or eliminate the Contractor's full responsibility to resolve any latent problems that may have gone undetected during the test, or subsequent problems that may arise with the Toll System.

9.1.2.2. The Contractor is held accountable and responsible under the Contract terms and conditions and penalties to make certain that the Toll Collection System works in full conformance with the requirements of the Contract and Contract related documents.

9.1.2.3. There shall be no limitations on the rights of the COUNTY to identify to the Contractor any Toll System problems for resolution under the terms of the Contract and its related documents.

9.2. TESTING METHODOLOGY

9.2.1. FORMAL TEST PROCESS

9.2.1.1. Formal testing processes shall be used to demonstrate to the COUNTY that System components meet the functional, performance and accuracy requirements.

9.2.1.2. The Contractor shall pre-run and verify test procedures before any formal test is conducted and notify the COUNTY when the Contractor is confident that the test can be successfully demonstrated in accordance with the test plan and procedures.

9.2.1.3. During the actual testing, the results of each test procedure shall be observed by the COUNTY and categorized as "pass" or "fail" by the Contractor.

9.2.1.4. In order to be considered successful (pass), the observed test result shall match the expected result as detailed in the appropriate test procedure.

9.2.1.5. Test variance items are defined below in Section 9.2.3.2, Test Variances.

9.2.1.6. The Contractor and the COUNTY shall determine the severity level associated with each test defect noted.

9.2.1.7. For a description of severity levels, see Table III.09.01 below.

9.2.1.8. If significant variances / defects are observed during the actual testing, it may be necessary to suspend the testing until the problems are rectified.

9.2.1.9. The Contractor shall prepare a test report as defined later in this Section for submission to the COUNTY at the end of each formal test phase including a listing of variances / defects logged during the testing.

9.2.1.10. For each requirement that revealed one or more variances/defects during testing the Contractor shall make a recommendation for corrective action to the COUNTY for approval.

9.2.1.11. For all formal testing, the COUNTY retains the right to make the final decision as to the assignment of the severity level of defects, the suspension of tests, and the extent of regression testing required.

9.2.2. VERIFICATION METHODS

9.2.2.1. The Contractor shall employ COUNTY-approved verification methods for each test conducted.

9.2.2.1.1. In-process manufacturing requirements shall be verified using the following inspection methods:

9.2.2.1.1.1. The Contractor shall provide certified data sheets from the Contractor, manufacturer or third party vendor so the COUNTY or its designee can certify that environmental requirements have been met.

9.2.2.1.1.2. The inspection or certification records shall be reviewed during the acceptance testing.

9.2.2.1.1.3. Suitability for purpose is substantiated by inspection of the end item and its drawings and characteristics, as provided during the actual performance of the acceptance testing.

9.2.2.1.2. Reliability, accuracy, throughput and performance requirements shall be verified by either of the following:

9.2.2.1.2.1. Controlled testing using data collected for comparison between the System and an independent external monitor.

9.2.2.1.2.2. Conducting a statistical study or model.

9.2.2.1.2.3. When a demonstration test is not feasible, by providing evidence that such data, which has been previously collected as part of a tightly controlled test setup, has been used to calculate the required results.

9.2.2.1.2.4. Satisfaction of requirements is performed by statistical analysis of the test data.

9.2.2.1.3. Functional requirements shall be verified by demonstration in either a factory or live setting, or through simulation using techniques pre-approved by the COUNTY.

9.2.2.1.3.1. The analysis of data derived from testing is an integral part of this verification technique.

9.2.2.1.4. Data integrity and audit requirements shall be met by tracing transactions and events from the inception through reconciliation.

9.2.2.1.4.1. Reports shall be used to trace and analyze the accuracy, movement and completeness of data.

9.2.3. Testing Variances

9.2.3.1. When a test cannot verify that the System is compliant with the stated System Requirements, the result is a test "Variance."

9.2.3.2. A test Variance is defined as anything that does not comply with the approved test procedures, test plans, and expected results.

9.2.3.3. Variances / Defects identified during formal testing shall be documented by the Contractor with sequentially numbered Variance / Defect Reports (V/DRs).

9.2.3.4. V/DRs shall provide a narrative description of the issue, a severity level (to be verified by the COUNTY) and a date that corrections will be completed.

9.2.3.5. Periodic meetings shall be held by the Contractor with the COUNTY to determine the status and resolution of the Variances / Defects.

9.2.3.6. For all formal testing the Contractor shall use the categorization of Variances / Defects as shown in Table III.09.01, below.

9.2.4. Audit of System Performance & Accuracy

9.2.4.1. The COUNTY may request a third party audit (at the COUNTY's expense) at any time after the System is placed into revenue service.

9.2.4.2. The Contractor shall cooperate with the audit process and shall make any necessary corrections based on anomalies or discrepancies found.

9.2.5. Remedial & Corrective Action

9.2.5.1. Any remedial work required to be performed by the Contractor as a result of testing activities shall be included in its scope of the work at no additional compensation to the Contractor beyond that which is contracted.

9.2.5.2. The COUNTY reserves the right to withhold approval and any associated payments pending completion of corrective action and any necessary retests and/or regression testing.

Table III.09.01 – Variance / Defect Report Severity Levels

Severity Level	Description	Requirements
Severity 1#	A Variance / Defect that impacts a major system, or subsystem or that would result in loss of revenue, loss of data, customer perception issues, or legal impacts for the COUNTY.#	All Severity 1 Variances/Defects shall be resolved before the test phase is approved. The System cannot go live with any unresolved Severity 1 Variances/Defects.#
Severity 2#	A Variance/Defect that has a direct negative impact on operations and/or users, and/or customers, and no workaround is available that is acceptable to the COUNTY. #	All Severity 2 Variances/Defects shall be resolved before the test phase is approved. The System cannot go live with any unresolved Severity 2 Variances/defects.#
Severity 3#	A Variance/Defect that has a workaround approved by the COUNTY and that will not significantly affect operations, users and/or customers. #	All Severity 3 Variances/Defects shall either be resolved or have a mutually agreed upon resolution (between the COUNTY and the Contractor) before the test phase is approved and before the System can go live. #
Severity 4#	A minor or cosmetic Variance/Defect that does not significantly affect functionality. #	A plan for resolving all Severity 4 Variances/Defects shall be agreed upon (between the COUNTY and the Contractor) before the test phase is approved and before the System can go into production. #

9.2.6. Regression Testing

9.2.6.1. The Contractor shall perform regression testing on System software after software modifications have been implemented to ensure that no other previously working functions have failed as a result of the modifications and that the addition of new features has not introduced problems with previous versions of the System software.

9.2.6.2. Regression testing shall be conducted after the Contractor has attempted to correct a recognized problem or has added new source code to System software.

9.2.6.3. If anomalies are identified during regression testing, they shall be tracked, fixed and retested.

9.2.6.4. All regression testing shall first be completed in the test environment, and then after implementation, if appropriate, verified in the production environment.

9.3. Test Documentation, Plans & Procedures

9.3.1. General

9.3.1.1. The Contractor shall provide all documents to support the testing including without limitation: Test Plans, Test Procedures, Test Scripts, Test Reports and other documentation.

9.3.1.2. All required test plans and procedures shall be approved by the COUNTY prior to their execution.

9.3.2. TEST PLANS

9.3.2.1. The Contractor shall develop a Master Test Plan that includes individual test plans for each formal test phase.

9.3.2.2. For further detailed requirements for Test Plans, related Test Procedures, Scripts and other documentation see sections below addressing each individual test.

9.3.3. MASTER TEST PLAN

9.3.3.1. The Contractor shall develop the Master Test Plan and submit to the COUNTY at least 30 days prior to Detailed Design Review (DDR) to the COUNTY for review, comment and approval.

9.3.3.2. The Master Test Plan shall provide a description of the standards for developing individual test plans and procedures for the formal testing.

9.3.3.3. These standards shall address test procedure format, severity levels and acceptance criteria for each test phase.

9.3.3.4. The Master Test Plan shall describe all aspects of the internal testing processes that the Contractor will use to identify and remove defects as early as possible in the Project lifecycle.

9.3.3.5. The Master Test Plan shall also describe the test schedule and test resources to be used on the Project including, but not limited to:

9.3.3.5.1. Test personnel and their related competencies, responsibilities and authorities

9.3.3.5.2. Test equipment

9.3.3.5.3. Simulators

9.3.3.5.4. Automated test tools

9.3.3.5.5. Defect tracking system(s),etc.

9.3.3.5.6. Location of Testing

9.3.3.6. The Master Test Plan shall describe the entry criteria that shall be met before a formal test can be started and the exit criteria that shall be met before each formal test can be considered complete.

9.3.4. INDIVIDUAL TEST PLANS

9.3.4.1. The individual Test Plans shall be submitted in draft form at least thirty (30) days prior to the scheduled start of the respective test.

9.3.4.2. For further requirements for Individual Test Plans, see the Section 9.4 below, Test Phases & Activities.

9.3.5. REQUIREMENTS / TESTING TRACEABILITY MATRIX

9.3.5.1. The Contractor shall provide a Requirements / Testing Traceability Matrix to the COUNTY at least 45 days prior to the scheduled start of the Factory Acceptance Test (FAT).

9.3.5.2. Requirements / Testing Traceability Matrix shall contain a listing of all contractual performance, functional and technical requirements of the specific Contract and a mapping to the test phase / test procedure where the requirement will be verified.

9.3.6. TEST PROCEDURES

9.3.6.1. All formal test procedures shall conform to the standards defined in the Master Test Plan.

9.3.6.2. At a minimum, the test procedures shall include the following elements:

9.3.6.2.1. Introduction

9.3.6.2.1.1. Test Purpose

9.3.6.2.1.2. Test Platform (including required equipment)

9.3.6.2.1.3. Time Estimate

9.3.6.2.1.4. Pre-requisites

9.3.6.2.1.5. Set-up

9.3.6.2.2. Individual Test Conditions / Steps

9.3.6.2.2.1. Test Condition Identifier (i.e., reference to requirement)

9.3.6.2.2.2. Description

9.3.6.2.2.3. Expected Results

9.3.6.2.2.4. Actual Results

9.3.6.2.2.5. Pass/fail Determination

9.3.6.2.2.6. Notes

9.3.7. Submittal of Test Plans & Procedure Documentation for COUNTY Pre-Test Review

9.3.7.1. As test plans are developed containing the test procedures for specific formal tests, they shall be submitted to the COUNTY for review, comment, and approval in accordance with the schedule requirements described below for each Test phase.

9.3.7.2. The Contractor shall update the test plans where applicable to address COUNTY comments.

9.3.7.3. Once approved by the COUNTY, the test procedures shall be added to the Master Test Plan as addenda.

9.3.7.4. No tests shall be run until the associated test plan has been approved by the COUNTY.

9.3.8. Test Reports

9.3.8.1. After the completion of each formal test, the Contractor shall submit a test report to the COUNTY for review and approval in accordance with the schedule requirements described below for each Test phase.

9.3.8.2. The Test Report shall describe the results of the test; a listing of all test variances identified together with the severity level of each; a plan for resolving those defects; and a recommendation for retests (if appropriate).

9.3.8.3. The final approved Test Report for each formal test shall also be added to the Master Test Plan.

9.4. Test Phases & Activities

9.4.1. General

9.4.1.1. The test phases described below shall be conducted to demonstrate that the System meets the System Requirements and the Detailed Design Review (DDR) Documentation as approved by the COUNTY.

9.4.1.2. The Contractor shall conduct all required tests, and provide all materials, personnel, equipment, tools, apparatus, and documentation, and arrange for the test site(s) to be available for the test activities.

9.4.1.3. The COUNTY reserves the right to review, observe, comment on, approve / disapprove, and audit all test documents, source and output data, test activities and results.

9.4.1.4. The COUNTY reserves the right to require a retest.

9.4.2. Contractor Internal Testing

9.4.2.1. Test Objectives – Contractor Internal Testing

9.4.2.1.1. Contractor Internal Testing involves informal testing conducted by the Contractor as part of their software development process including unit, integration, functional testing.

9.4.2.2. Test Plan & Other Test Documents – Contractor Internal Testing

9.4.2.2.1. The Contractor's plan for Contractor Internal Testing shall be addressed as part of the Master Test Plan.

9.4.2.2.2. Contractor Internal Testing shall be designed and executed by the Contractor to verify that key System elements are working properly, both as individual units and integrated with other elements, and that system functionality is working properly.

9.4.2.3. Test Scope – Contractor Internal Testing

9.4.2.3.1. The scope of the Contractor Internal testing includes the following without limitation:

9.4.2.3.1.1. Unit testing

9.4.2.3.1.2. Integration testing

9.4.2.3.1.3. Functional testing

9.4.2.4. Test Site – Contractor Internal Testing

9.4.2.4.1. The Contractor shall conduct the Contractor Internal Testing at a site proposed by the Contractor and approved by the COUNTY.

9.4.2.5. Test Execution & Documentation – Contractor Internal Testing

9.4.2.5.1. The Test shall be executed by the Contractor, and may be observed at its discretion by the COUNTY and/or its delegated representatives.

9.4.2.5.2. The Contractor shall prepare documentation that the internal testing has been completed submitted within 5 business days of the completion of the test.

9.4.3. Factory Acceptance Test (FAT)

9.4.3.1. Test Objectives - FAT

9.4.3.1.1. The purpose of the Factory Acceptance Test is to verify that all functional elements of the System are present and in conformance with all requirements of this Toll System Replacement Project; and that all components are properly integrated in a controlled and sustainable and stable environment, even at the factory test level.

9.4.3.1.2. The FAT shall be a formal demonstration of end-to-end Toll System functionality in a Contractor-provided "factory" environment as mutually agreed with the COUNTY.

9.4.3.1.3. The FAT shall include complete testing of the integrated Lane, Plaza, Toll Host Environment, Reporting, CSC, MOMS, and TVAS functionality.

9.4.3.1.4. The FAT shall also demonstrate all accuracy and performance requirements for the Lane and Plaza subsystems.

9.4.3.2. Test Plan & Other Test Documents - FAT

9.4.3.2.1. The Test shall be conducted in accordance with the COUNTY-approved Toll Collection System FAT Plan.

9.4.3.2.2. The Contractor shall develop and submit a test plan and other test documents such as detailed test procedures, test scripts, etc. for the Factory Acceptance Test at least thirty (30) days prior the scheduled execution of FAT for COUNTY review and approval.

9.4.3.2.3. The COUNTY will review the FAT Test Plan documents in detail and return them to the Contractor with comments and recommendations if any one week prior to the scheduled execution of the FAT.

9.4.3.2.4. As required, the Contractor shall provide Meeting Notes to all meetings between the COUNTY and the Contractor in accordance with Section 3.9, and these Notes shall address and track all comments and corrections submitted and discussed by the COUNTY and the Contractor.

9.4.3.2.5. The FAT Test Plan shall include detailed test procedures designed to demonstrate full System functionality in an environment that simulates the production environment as completely as possible.

9.4.3.2.6. The FAT Test Plan shall be designed to show the full functionality of the System under stress relative to volume and the number of anomalies that shall be successfully handled.

9.4.3.2.7. The FAT Test Plan shall provide for the testing of System functionality, accuracy, capacity, all modules, interfaces, and ease of use as part of FAT procedures that the Contractor shall develop and execute.

9.4.3.3. Test Scope - FAT

9.4.3.3.1. All Toll System functions defined in this Contract shall be subject to detailed testing and verification during the Factory Acceptance Test in accordance with the approved FAT Plan.

9.4.3.3.2. During the FAT, all code shall be frozen until the FAT is approved by the COUNTY.

9.4.3.3.3. FAT shall include such elements as the following without limitation:

9.4.3.3.3.1. Both normal and exception conditions

9.4.3.3.3.2. Transaction processing

9.4.3.3.3.3. Toll collector performance tracking

9.4.3.3.3.4. Tour fund reconciliation

9.4.3.3.3.5. Vault status tracking

9.4.3.3.3.6. Lane and alarm monitoring

9.4.3.3.3.7. Dashboard monitoring

9.4.3.3.3.8. MOMS

9.4.3.3.3.9. Reports

9.4.3.3.3.10. OCR/VSR

9.4.3.3.3.11. Image review

9.4.3.3.3.12. CSC Toll Account (Annual Pass) administration

9.4.3.3.3.13. CSC Transponder Inventory management

9.4.3.3.3.14. Payment processing, including credit, debit, cash, etc.

9.4.3.3.3.15. Toll Enforcement functions

9.4.3.3.3.16. Stress and load testing

9.4.3.3.3.17. Failover scenarios

9.4.3.3.3.18. All other Toll System required functionality.

9.4.3.3.4. The FAT shall test all functional requirements, but shall emphasize testing of the following transaction elements at a minimum:

9.4.3.3.4.1. Vehicle tracking and correlation across lanes, using a mixture of ETC (transponder-equipped) and non-ETC (non-transponder-equipped) vehicles

9.4.3.3.4.2. Vehicle correct classifications across lanes

9.4.3.3.4.3. Vehicle correct payment acceptance

9.4.3.3.4.4. Vehicle ETC (transponder-based AVI) performance at high speeds and in stop and go traffic

9.4.3.3.4.5. Vehicle ETC (transponder-based AVI) performance with interoperable transponders

9.4.3.3.4.6. Vehicle license plate capture, reading, checking, proper categorization

9.4.3.3.4.7. UFM creation, tracking amendments and aging

9.4.3.3.4.8. Message generation for equipment faults sent to the MOMS

9.4.3.3.4.9. Acceptance by lane equipment of data sent from the Toll Host Environment through the Plaza computer; positive lists, rate tables, etc.

9.4.3.3.5. The Contractor shall develop simulated test data, with known results, which shall be required to simulate a variety of actual and projected conditions including maintenance, traffic and revenue reporting for which actual data is not available.

9.4.3.3.5.1. The simulated transaction data mimic the COUNTY's expected actual data as required.

9.4.3.3.5.2. The Contractor shall provide transaction data to simulate anomalies so that the Contractor can demonstrate the ability of the System to process and recover from unexpected events.

9.4.3.3.5.3. The communication system shall be simulated and tested at the factory level.

9.4.3.4. Toll System Configurations – FAT

9.4.3.4.1. The Factory Acceptance Test (FAT) shall test at multiple Lane configurations each together with Plaza equipment and a test server functioning as the Toll Host Environment and CSC for the purpose of reports production.

9.4.3.4.2. These test Lane configurations include:

9.4.3.4.2.1. Single channelized lane Cash + Electronic (mixed use) lane (ETC, credit/debit, Cash Manual,)

9.4.3.5. Test Site - FAT

9.4.3.5.1. The Contractor shall conduct the Factory Acceptance Test at a site proposed by the Contractor and approved by the COUNTY.

9.4.3.5.2. The Contractor shall provide a suitable test facility appropriate for testing cash + electronic toll lanes, at various from 0 to 70 mph.

9.4.3.5.3. The Contractor's test facility shall be configured to replicate COUNTY lane configurations.

9.4.3.6. Test Vehicles - FAT

9.4.3.6.1. FAT Lane testing shall be conducted using actual vehicles that are representative of those used on the COUNTY toll facility.

9.4.3.7. Test Execution & Documentation - FAT

9.4.3.7.1. The Test shall be executed by the Contractor, as well as observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.3.7.2. The Contractor shall completely test all test scripts to prior to inviting the COUNTY to witness the Test.

9.4.3.7.3. The Contractor shall address any issues that may evolve as the test continues.

9.4.3.7.4. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.3.7.5. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the Testing including verification that all elements meet requirements.

9.4.3.7.6. In the event of any exceptions, the Contractor shall submit within 5 business days of the completion of the test documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.3.8. Test Approval - FAT

9.4.3.8.1. In order for the COUNTY to approve the FAT, at a minimum, the following conditions shall be met:

9.4.3.8.1.1. No Severity 1 or Severity 2 Variances / Defects

9.4.3.8.1.2. If any Severity 3 or 4 Variances / Defects occur, the Contractor and the COUNTY will mutually agree on a Correction Plan and proposed solution.

9.4.3.8.2. If, in the COUNTY's sole judgment, the Factory Acceptance Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from an COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Factory Acceptance Test.

9.4.3.8.3. Approval of the Factory Acceptance Test by the COUNTY is required before any equipment can be installed in the field.

9.4.4. SYSTEM COMPONENT TESTING

9.4.4.1. Test Objectives – System Component Testing

9.4.4.1.1. The purpose of System Component Testing is to verify through formal or informal testing that key System functionality is working properly after the initial installation of any major components at the COUNTY production site.

9.4.4.1.2. The System Component Testing may be conducted through either formal or informal testing procedures.

9.4.4.2. Test Plan & Other Test Documents - System Component Testing

9.4.4.2.1. System Component Testing is intended to verify that key System functionality is working properly after each component is installed at the COUNTY production site.

9.4.4.2.2. The System Component Testing shall be conducted in accordance with the COUNTY-approved Toll System Component Testing Plan.

9.4.4.2.3. The Contractor shall develop and submit a test plan and other test documents for the System Component Test at least thirty (30) days prior the scheduled execution of the Test for the COUNTY review and approval.

9.4.4.2.4. The COUNTY will review the Test Plan documents in detail and return them to the Contractor with comments and recommendations, if any, one week prior to the scheduled execution of the Test.

9.4.4.3. Test Scope – System Component Testing

9.4.4.3.1. System Component Testing shall include such elements without limitation as the following:

9.4.4.3.1.1. Any major System components at the COUNTY production sites

9.4.4.4. Test Site – System Component Testing

9.4.4.4.1. Depending on where the equipment is put into production, System Component testing shall take place at the appropriate COUNTY production site.

9.4.4.5. Test Execution & Documentation - System Component Testing

9.4.4.5.1. The Test shall be executed by the Contractor, and may be observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.4.5.2. The Contractor shall completely test all test scripts to prior to inviting the COUNTY to witness the Test.

9.4.4.5.3. The Contractor shall address any issues that may evolve as the test continues.

9.4.4.5.4. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.4.5.5. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the Testing including verification that all elements meet requirements.

9.4.4.5.6. In the event of any exceptions, within 5 business days of the completion of the test the Contractor shall submit documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.4.6. Test Approval - System Component Testing

9.4.4.6.1. If, in the COUNTY's sole judgment, the Testing indicates that the toll collection equipment and software do not appear to be functioning satisfactorily and in accordance with the approved test plan, or all functional and technical requirements of the Contract are not being met, the COUNTY reserves the right to require the Contractor to demonstrate through retesting or other means acceptable to the COUNTY that the problem issues have been effectively resolved.

9.4.5. External Interface & Toll Interoperability Testing

9.4.5.1. Test Objectives –External Interface & Toll Interoperability Testing

9.4.5.1.1. The purpose of the and External Interface and Toll Interoperability testing is to verify the integration of the Toll System, including the necessary interfaces with the COUNTY enterprise financial accounting system; with external third-party entities such as banking institutions; with the Florida interoperable toll agencies; and all other external interfaces.

9.4.5.2. Test Plan & Other Test Documents – External Interface & Toll Interoperability Testing

9.4.5.2.1. The Interface and Interoperability testing shall be conducted in accordance with COUNTY-approved test plans.

9.4.5.2.2. The Contractor shall work with the COUNTY staff to jointly develop a test plan and other test documents such as detailed test procedures, test scripts, etc. for this Testing at least thirty (30) days prior the scheduled execution of the Test to the COUNTY for review and approval.

9.4.5.2.3. The COUNTY will review the Test Plan documents in detail and return them to the Contractor with comments and recommendations if any one week prior to the scheduled execution of the Test.

9.4.5.2.4. The Test Plan shall include detailed test procedures designed to demonstrate full System functionality within the scope of the test, and in an environment that simulates the production environment as completely as possible.

9.4.5.3. Test Scope - External Interface & Toll Interoperability Testing

9.4.5.3.1. Testing shall include. at a minimum, the following verification elements:

9.4.5.3.1.1.

9.4.5.3.1.2. The proper transfer of data transactions between the Toll Host and the COUNTY enterprise financial accounting system;

9.4.5.3.1.3. The proper transfer of data transactions between the Toll Host Environment and external third-party entities such as banking institutions, and payment card processors, etc.

9.4.5.3.1.4. The proper transfer of interoperable ETC/AVI and unpaid transactions from the Toll Host to an authorized third-party Customer Service Center (e.g. FTE SunPass CSC and/or the CCSS) for payment processing from interoperable third-party-hosted toll accounts (e.g. CCSS or Lee County LeeWay), or image-based invoiced payment; or for violation processing .

9.4.5.3.1.5. The proper transfer of lists and status updates from each interoperable toll agency (e.g. FTE SunPass / CCSS, and Lee County LeeWay) to the Toll Host including real-time status updates to lanes.

9.4.5.3.1.6. The proper transfer of toll enforcement files between the Toll Host Environment and external third-party entities such as the court system, etc.

9.4.5.3.1.7. The proper transfer of data transactions between the Toll Host Environment and all other external third-party entities.

9.4.5.4. Test Site –External Interface & Interoperability Testing

9.4.5.4.1. External Interface & Toll Interoperability Testing shall take place at the following locations without limitation:

9.4.5.4.1.1. The COUNTY Primary and Disaster Recovery Toll Host Environment sites

9.4.5.4.1.2. The COUNTY's banking institutions

9.4.5.4.1.3. Escambia County, Florida court system

9.4.5.4.1.4. Interoperable Partner sites

9.4.5.4.1.5. Other external sites

9.4.5.5. Test Execution & Documentation – External Interface & Toll Interoperability Testing

9.4.5.5.1. The Test shall be executed by the Contractor, as well as observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.5.5.2. The Contractor shall completely test all test scripts to prior to inviting the COUNTY to witness the Test.

9.4.5.5.3. The Contractor shall address any issues that may evolve as the test continues.

9.4.5.5.4. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.5.5.5. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the Testing including verification that all elements meet requirements.

9.4.5.5.6. In the event of any exceptions, the Contractor shall submit within 5 business days of the completion of the test documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.5.6. Test Approval –External Interface & Toll Interoperability Testing

9.4.5.6.1. In order for the COUNTY to approve the Test, at a minimum, the following conditions shall be met:

9.4.5.6.1.1. No Severity 1 or Severity 2 Variances / Defects

9.4.5.6.1.2. If any Severity 3 or 4 Variances / Defects occur, the Contractor and the COUNTY will mutually agree on a Correction Plan and proposed solution.

9.4.5.6.2. If, in the COUNTY's sole judgment, the Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from a COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Test.

9.4.6. SYSTEM INITIAL END-TO-END TESTING (SIETET)

9.4.6.1. Test Objectives – System Initial End-to-End Testing (SIETET)

9.4.6.1.1. The purpose of the System Initial End-To-End Test (SIETET) is to demonstrate and verify the full functionality of the Toll System from the Lane to the Toll Host Environment (including the Reporting, TVAS, MOMS, subsystems, etc.), Customer Service Center (CSC) back office subsystem and beyond, and its compliance with the System Requirements and approved design specifications.

9.4.6.1.2. The purpose of the SIETET is also to demonstrate and verify equipment and installation of the lane solution for an initial lane before additional lanes at the toll plaza are taken out of revenue service for installation.

9.4.6.1.3. Lane installation work is described in Section 2.3.16, Toll Plaza & Toll Lane Implementation.

9.4.6.2. Test Plan & Other Test Documents – System Initial End-to-End Testing (SIETET)

9.4.6.2.1. The SIETET Test is a formal test conducted by the Contractor in accordance with a COUNTY-approved test plan, in preparation for placing the first set of lanes into production.

9.4.6.2.2. The Contractor shall develop and submit a test plan and other test documents such as detailed test procedures, test scripts, etc. for the SIETET at least thirty (30) days prior the scheduled execution of SIETET to the COUNTY for review and approval.

9.4.6.2.3. The COUNTY will review the SIETET Test Plan documents in detail and return them to the Contractor with comments and recommendations if any one week prior to the scheduled execution of the SIETET.

9.4.6.3. Test Scope – System Initial End-to-End Testing (SIETET)

9.4.6.3.1. The SIETET shall fully demonstrate transaction processing including transmittal from Lane to Plaza to Toll Host Environment, and then on to the CSC, and to the external interfaces.

9.4.6.3.2. Transmittal of files and status updates from the CSC and external interfaces down to the Toll Host Environment, Plaza and Lane shall also be demonstrated prior to the COUNTY granting approval to take additional legacy toll lanes out of revenue service for the replacement of the lane toll system.

9.4.6.3.3. This shall include the testing of real-time status updates to lanes.

9.4.6.4. Toll System Configurations – System Initial End-to-End Testing (SIETET)

9.4.6.4.1. The System Initial End-to-End Testing (SIETET) shall test the full System end-to-end including each Toll Lane type and configuration together with Plaza equipment, Toll Host Environment, the CSC back office subsystems, and external interfaces.

9.4.6.4.2. The test Lane configurations include:

9.4.6.4.2.1. Single channelized lane Cash + Electronic (mixed use) lane (i.e. Cash Manual and ETC)

9.4.6.5. Test Site – System Initial End-to-End Testing (SIETET)

9.4.6.5.1. The Contractor shall conduct the System Initial End-to-End Testing at the COUNTY Toll Plaza roadside and back office sites.

9.4.6.6. Test Vehicles – System Initial End-to-End Testing (SIETET)

9.4.6.6.1. SIETET Lane testing shall be conducted using actual vehicles that are representative of those used on the COUNTY toll facilities.

9.4.6.7. Test Execution & Documentation - System Initial End-to-End Testing (SIETET)

9.4.6.7.1. The Test shall be executed by the Contractor, as well as observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.6.7.2. The Contractor shall internally completely test all test scripts prior to inviting the COUNTY to witness the Test.

9.4.6.7.3. The COUNTY will monitor this testing.

9.4.6.7.4. The Contractor shall provide full disclosure of any anomalies found during the SIETET phase.

9.4.6.7.5. The Contractor shall address any issues that may evolve as the test continues.

9.4.6.7.6. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.6.7.7. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the testing including verification that all elements meet requirements.

9.4.6.7.8. In the event of any exceptions, the Contractor shall submit within 5 business days of the completion of the test documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.6.8. Test Approval – System Initial End-to-End Testing (SIETET)

9.4.6.8.1. In order for the COUNTY to approve the Test, at a minimum, the following conditions shall be met:

9.4.6.8.1.1. No Severity 1 or Severity 2 Variances / Defects

9.4.6.8.1.2. If any Severity 3 or 4 Variances / Defects occur, the Contractor and the COUNTY will mutually agree on a Correction Plan and proposed solution.

9.4.6.8.2. If, in the COUNTY's sole judgment, the Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from a COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Test.

9.4.6.9. After the SIETET is approved, the Contractor shall continue lane installation and testing of that lane type at each succeeding site.

9.4.7. System Installation & Commissioning Testing

9.4.7.1. Test Objectives – System Installation & Commissioning Testing

9.4.7.1.1. The purposes of the System Installation & Commissioning Testing are the following:

9.4.7.1.1.1. To verify that each new System element has been installed and functions properly in accordance with the System Requirements and approved design specifications before being placed into revenue collection service

9.4.7.1.1.2. To Commission each toll lane for revenue service before additional legacy toll lanes at the toll plaza are decommissioned for replacement of the Toll System.

9.4.7.1.1.3. After SIETET, the first Installation & Commissioning Test shall be for the Toll Host Environment, including the various integrated subsystems such as Reporting, TVAS, and MOMS.

9.4.7.1.1.4. Following the Toll Host Environment Installation & Commissioning Test shall be for the back office CSC.

9.4.7.1.2. Upon approval to proceed with the Plaza and Lanes, the Contractor shall conduct a System Installation and Commissioning Test for the Plaza and first Lane beginning with the Toll Lane tested in the SIETET, and proceeding as each Toll Lane is ready until the entire System is complete.

9.4.7.2. Test Plan & Other Test Documents – System Installation, End-to-End & Commissioning Testing

9.4.7.2.1. The System Installation & Commissioning Test is a formal test conducted by the Contractor in accordance with a COUNTY-approved test plan, in preparation for placing the Plaza, related Lanes into revenue service.

9.4.7.2.2. The Contractor shall develop and submit a test documents such as test plan, procedures, scripts and an installation checklist at least 30 days prior to the scheduled commencement of the Commissioning and Installation for review and approval by the COUNTY.

9.4.7.2.3. The COUNTY will review the Test Plan documents in detail and return them to the Contractor with comments and recommendations if any one week prior to the scheduled execution of the Test.

9.4.7.2.4. Changes to the test plan require approval in writing by the COUNTY or designated representative.

9.4.7.3. Test Scope – System Installation& Commissioning Testing

9.4.7.3.1. The scope of the System Installation & Commissioning Testing shall include the full functionality of the Toll System from the Lane to the Toll Host Environment (including the Reporting, TVAS, MOMS, subsystems, etc.), Customer Service Center (CSC) back office subsystem and beyond.

9.4.7.3.2. The Test shall fully demonstrate transaction processing including transmittal from Lane to Plaza to Toll Host Environment, and then on to the CSC and to the external interfaces.

9.4.7.3.3. Transmittal of files and status updates from the CSC and external interfaces down to the Toll Host Environment, Plaza and Lane shall also be demonstrated, including without limitation, the testing of real-time status updates to lanes.

9.4.7.3.4. The Testing shall fully demonstrate all applicable System functions for the Plaza facility as part of the overall System, including without limitation, transaction processing, including transmittal from Lane to Plaza to Toll Host Environment, and general revenue collection and business functions.

9.4.7.3.5. The Testing shall also include the following without limitation: equipment, installation, software, collector deposit functionality, and interfaces with the lanes and Toll Host Environment.

9.4.7.3.6. Every piece of in-lane equipment and its interface to the Lane Controller shall be verified to be fully operational.

9.4.7.3.7. The Toll System including the first Toll Lane shall be successfully completed before the COUNTY will authorize additional toll lanes at the toll plaza to be taken out of revenue service for replacement of the Toll System.

9.4.7.4. Toll System Configurations – System Installation& Commissioning Testing

9.4.7.4.1. The initial System Commissioning Test configuration shall be for the full Toll System from end-to-end including the first single toll Lane together with the Plaza, the Toll Host Environment (including the Reporting, TVAS, MOMS, subsystems, etc.), Customer Service Center (CSC) back office subsystems and external interfaces.

9.4.7.4.2. The test Lane configuration(s) may include:

9.4.7.4.2.1. Single channelized lane Cash + Electronic (mixed use) lane (i.e. Cash Manual and ETC/AVI)

9.4.7.4.3. After the Installation and Commissioning Test for the full System with the first toll lane, subsequent test configurations shall be for each additional new toll lane or new System element as integrated into the full System.

9.4.7.4.4. Upon successful Commissioning of the Toll System with the first Toll Lane, the COUNTY may authorize installation of the remaining toll lanes.

9.4.7.5. Test Site – System Installation& Commissioning Testing

9.4.7.5.1. System Installation & Commissioning Testing shall be conducted at the COUNTY Toll Plaza, Data Center and back office sites when installation is complete and the Contractor deems ready to be commissioned for revenue service.

9.4.7.6. Test Vehicles – System Installation& Commissioning Testing

9.4.7.6.1. System Installation & Commissioning testing shall be conducted using actual vehicles that are representative of those used on the COUNTY toll facilities.

9.4.7.7. Test Execution & Documentation - System Installation& Commissioning Testing

9.4.7.7.1. The Test shall be executed by the Contractor, as well as observed and evaluated by the COUNTY and/or its delegated representatives.

9.4.7.7.2. The Contractor shall internally completely test all test scripts prior to inviting the COUNTY to witness the Test.

9.4.7.7.3. All work shall be coordinated with the COUNTY.

9.4.7.7.4. The Contractor shall provide a minimum of 48 hours notification prior to the start of each System installation and lane commissioning test.

9.4.7.7.5. The COUNTY has the right to stop Commissioning testing at any time.

9.4.7.7.6. In the event a problem is detected, the Contractor shall be able to return to use of the legacy equipment and continue to collect revenue under the existing system until the problem is resolved, and both the Contractor and the COUNTY mutually agree to recommence with System Installation and Commissioning Testing.

9.4.7.7.7. The Contractor shall address any issues that may evolve as the test continues.

9.4.7.7.8. Unresolved issues shall be documented during the test by the Contractor so that a follow-on test processes can verify the correction of any unresolved issues from previous testing.

9.4.7.7.9. The Contractor shall prepare a Test Report submitted within 5 business days of the completion of the test that documents completion of the testing including verification that all elements meet requirements.

9.4.7.7.10. In the event of any exceptions, the Contractor shall submit within 5 business days of the completion of the test documentation of the exceptions and provide a punch list and schedule for resolution.

9.4.7.7.11. The COUNTY is not responsible for any additional costs or schedule loss due to problems created by the Contractor during the Commissioning.

9.4.7.8. Test Approval – System Installation & Commissioning Testing

9.4.7.8.1. In order for the COUNTY to approve the Test, at a minimum, the following conditions shall be met:

9.4.7.8.1.1. No Severity 1 or Severity 2 Variances / Defects

9.4.7.8.1.2. If any Severity 3 or 4 Variances / Defects occur, the Contractor and the COUNTY will mutually agree on a Correction Plan and proposed solution.

9.4.7.8.2. If, in the COUNTY's sole judgment, the Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from a COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Test.

9.4.8. Final System Acceptance Testing (SAT)

9.4.8.1. Test Objectives – System Acceptance Testing (SAT)

9.4.8.1.1. The objective of the Final Acceptance Testing is to verify that Toll System has been successfully integrated, and installed; and to fully test the System to verify that the System is complete, fully functional and performing to the level required by this Contract in a live production environment at the COUNTY Pensacola-area Toll System site.

9.4.8.1.2. Final System Acceptance Test (SAT) is the formal 60 day test designed to observe the entire Toll Collection System performance and accuracy after the System is fully deployed.

9.4.8.2. Test Plan & Other Test Documents – System Acceptance Testing (SAT)

9.4.8.2.1. The Final SAT will be conducted by the Contractor in accordance with the COUNTY-approved Final System Acceptance Test Plan developed by the Contractor.

9.4.8.3. Test Scope – System Acceptance Testing (SAT)

9.4.8.3.1. During the test period, System accuracy, performance, reliability and auditability will be measured and verified.

9.4.8.3.2. The test shall verify the rest of the System functionality including without limitation, MOMS, dashboard monitoring, all other Lane, Plaza, Toll Host Environment, Customer Service Center (CSC) Transaction Video Audit Subsystem (TVAS), etc.

9.4.8.4. Toll System Configurations – System Acceptance Testing (SAT)

9.4.8.4.1. The SAT shall test all types of Toll Lane in multiple Lane configurations together with the Plaza-level equipment and Toll Host Environment including internal and external system interfaces, primary and disaster recovery environments

9.4.8.5. Test Site – System Acceptance Testing (SAT)

9.4.8.5.1. The SAT Test site will be the COUNTY Toll System in the Pensacola, Florida area.

9.4.8.6. Test Vehicles – System Acceptance Testing (SAT)

9.4.8.6.1. The SAT will be executed with live traffic in a production environment.

9.4.8.7. Test Execution & Documentation - System Acceptance Testing (SAT)

9.4.8.7.1. The SAT may commence after the COUNTY approval of the final System Installation and Commissioning Test.

9.4.8.7.2. The System Contractor shall fully document and track the resolution of any problems detected during monitoring of the Toll System during the Final System Acceptance Test (SAT). Such records shall be available to the COUNTY upon request and submitted to the COUNTY within five (5) business days after completion of the SAT.

9.4.8.7.3. Anomalies identified shall be categorized by severity levels, and corrected by the Contractor in accordance with configuration management policies.

9.4.8.7.4. Depending on the severity level of anomalies identified during the Final System Acceptance Test, the COUNTY may require that the test be re-started at day one until it is successfully completed.

9.4.8.8. Test Approval – System Acceptance Testing (SAT)

9.4.8.8.1. For successful completion of this test phase, the Toll System shall function for a continuous sixty (60) day period with no Severity 1 and Severity 2 failures (such as issues related to actual or potential loss of revenue, transmission or corruption of data, etc.), lane outages or System performance below specification levels.

9.4.8.8.2. If, in the COUNTY's sole judgment, the Test indicates that the toll collection equipment and software appear to be functioning satisfactorily from a COUNTY perspective and in accordance with a pre-defined and approved test plan, and all functional and technical requirements of the Contract are being met, the COUNTY will issue written acceptance of the results of the Test.

9.4.9. Ad Hoc Testing

9.4.9.1. The COUNTY reserves the right, at its sole discretion, to run any ad-hoc testing, with the expectation that the System will perform correctly.

9.4.10. Testing After System Modifications or Repairs

9.4.10.1. After the System is modified, it shall be tested to verify that it meets the System Requirements.

9.4.10.2. Regression Testing shall be conducted in accordance with the Test Methodology section, above.

9.4.10.3. See Section 15.3 for Software Supplemental Work requirements.

10. TRAINING PROGRAM

10.1. GENERAL

10.1.1. SCOPE

10.1.1.1. The Contractor shall establish a training program for the Toll System for COUNTY staff, and others identified by the COUNTY.

10.1.1.2. The focus of the training program shall be to "train the trainers" and instruct other COUNTY users in usage of the new Systems.

10.1.1.3. The Contractor training shall provide an overview of design, operations, and maintenance of the System.

10.1.1.4. The COUNTY will provide a listing of designated personnel to whom the Contractor will provide training, and which persons will be designated as COUNTY trainers subsequent to the completion of the training course.

10.1.1.5. The COUNTY reserves the right to copy and distribute training materials.

10.1.1.6. The COUNTY reserves the right to record training activities in video and / or audio format for future use.

10.2. TRAINING PLAN

10.2.1.1. The Contractor shall develop and submit a Draft Training Plan at least 30 days prior to Detailed Design Review (DDR) to the COUNTY for review, comment and approval.

10.2.1.2. The Contractor shall submit a Final Training Plan at least 30 days prior to the scheduled start of training to the COUNTY for review, comment and approval.

10.2.1.3. The Training Plan shall address at a minimum the following areas:

10.2.1.3.1. Qualifications of Training Program Designers and Trainers

10.2.1.3.2. Training Organization & Structure

10.2.1.3.3. Curriculum & Course Content

10.2.1.3.4. Training Materials

10.2.1.3.5. Course Delivery & Training Class Schedule

10.2.1.3.6. Refresher Training

10.2.1.3.7. Training Facilities & Equipment

10.2.1.4. The Training Plan shall utilize industry best practices as applicable to the "train-the-trainer" approach, technical subject matter and other applicable elements and attributes to the course.

10.2.1.5. The Training Plan shall address all elements described in this Section.

10.2.1.6. The Contractor shall verify that all Training Program developers, trainers and support personnel meet the requirements of the COUNTY-approved Training Plan.

10.2.1.7. The Contractor and its subcontractors shall implement and comply with the Training Plan in the performance of all Training Program activities on the Project.

10.3. CURRICULUM (COURSE CONTENT)

10.3.1. GENERAL

10.3.1.1. The courses shall include instruction in proper usage of the equipment and software either supplied or incorporated into the System.

10.3.1.2. The total package of courses shall be no less than a minimum of eighty (80) hours and shall be organized into the sessions listed in Section 10.3.3, Course Content.

10.3.1.3. The training shall be designed to address the operational needs of the COUNTY user groups that may include without limitation the following:

10.3.1.3.1. IT, Data Center & System Administration

10.3.1.3.2. Traffic & Revenue Audit

10.3.1.3.3. Revenue Collection Services

10.3.1.3.4. Customer Service Center

10.3.1.3.5. Toll Equipment Maintenance

10.3.2. SYLLABUS

10.3.2.1. The Contractor shall prepare and submit a detailed course syllabus of course materials at least 45 days prior to the scheduled start of training to the COUNTY for review, comment and approval. The COUNTY staff will review and may require modifications to the syllabus and courses by the Contractor.

10.3.2.2. The Contractor shall submit detailed course outlines, draft manuals, and handouts at least 30 days prior to the scheduled start of training to the COUNTY for review, comment and approval.

10.3.2.3. The Contractor shall submit resumes of proposed instructors at least 60 days prior to the scheduled start of training to the COUNTY for review, comment and approval.

10.3.2.4. The Contractor shall provide all materials and equipment required for training sessions at least ten (10) business days prior to the scheduled start of training.

10.3.2.5. If the Contractor believes that additional training should be provided to the COUNTY staff designated as staff trainers, the Contractor shall submit this recommendation at the same time the Contractor begins to develop the course syllabus.

10.3.3. COURSE CONTENT

10.3.3.1. The total package of courses shall be organized into the following sessions unless otherwise modified at the request of the Contractor and approved by the COUNTY:

10.3.3.1.1.1. Overview of Systems, Operations, Interfaces & Monitoring

10.3.3.1.1.2. Toll Host Environment Operations, System Interfaces, Monitoring, and Reports

10.3.3.1.1.3. Plaza Operations & Reports

10.3.3.1.1.4. Toll Lane Operations

10.3.3.1.1.5. Lane – Vehicle Detection & Classification System

10.3.3.1.1.6. Lane – ETC / Automatic Vehicle Identification (AVI)

10.3.3.1.1.7. Lane – Toll Collection System - Manual

10.3.3.1.1.8. Lane – Image Capture & Processing / Violation Enforcement System

10.3.3.1.1.9. Customer Service Center (CSC) Subsystem (back office)

10.3.3.1.1.10. Maintenance On-line Management Subsystem (MOMS)

10.3.3.1.1.11. System Databases & Administration

10.3.3.1.1.12. Ad Hoc Reporting

10.3.3.1.1.13. Revenue Reconciliation, Audit & Reports

10.3.3.1.1.14. Transaction Video Audit Subsystem (TVAS)

10.3.3.1.1.15. Image processing system

10.3.3.1.1.16. Website functionality

10.3.3.1.1.17. System Maintenance (Course materials only, no class session is required.)

10.3.3.1.2. The System Maintenance training materials shall provide an overview of the System configuration, setup, and installation of the equipment and software. Specifically, it will minimally include:

10.3.3.1.2.1. Explanation of system commands and functions

10.3.3.1.2.2. Hands-on operations of the hardware and software

10.3.3.1.2.3. Preventative maintenance procedures

10.3.3.1.2.4. Troubleshooting techniques

10.4. TRAINING DOCUMENTATION

10.4.1. TRAINING MANUALS

10.4.1.1. General

10.4.1.1.1. The Contractor shall provide training manuals for each major component of the System.

10.4.1.1.2. All manuals shall be kept up to date by the Contractor during upgrades or any modifications to the System.

10.4.1.1.3. Manuals shall be provided in hardcopy and on CD, and on-line.

10.4.1.2. Operations Manual

10.4.1.2.1. The Operations Manuals including Standard Operating Procedures, provided by the Contractor will be used in the training of operations personnel and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.4.1.3. System Administration Manual

10.4.1.3.1. The System Administration Manuals provided by the Contractor will be used in training the System Administrator in all elements of operating and maintaining the System and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.4.1.4. System Database Manual

10.4.1.4.1. The System Database Manuals provided by the Contractor will be used in training the Database Administrator in all elements of operating and maintaining the System databases and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.4.1.5. Maintenance Manual

10.4.1.5.1. The Maintenance Manuals provided by the Contractor will be used in the training of System Maintenance personnel and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.4.1.6. Systems Disaster Recovery & Business Resumption Manual

10.4.1.6.1. The Systems Disaster Recovery & Business Resumption Manual will be used to train all appropriate staff in the COUNTY approach to converting day-to-day operations to an off-site facility and shall be prepared in accordance with the requirements described in Section 7, System Design Development Program.

10.5. COURSE DELIVERY

10.5.1. DELIVERY METHODS

10.5.1.1. On-site Training Sessions

10.5.1.1.1. The Contractor shall provide a series of training sessions, which will include a combination of classroom lectures and hands-on operational and maintenance education for the attendees.

10.5.1.1.2. The training sessions shall be conducted in the Pensacola, Florida area at a location approved by the COUNTY.

10.5.1.1.3. The O&M manuals shall form the foundation for those training elements to be provided in the classroom training sessions.

10.5.1.2. Electronic Delivery

10.5.1.2.1. The Contractor shall provide the training sessions and materials in electronic format.

10.5.2. TRAINING CLASSES, TRAINEE LEARNING GROUPS & TRAINING ASSIGNMENTS

10.5.2.1. Prior to the start of any lane commissioning, the Contractor shall integrate and train all COUNTY-designated staff involved with Toll Operations including, but not limited to the following:

10.5.2.1.1. Toll Operations Management staff

10.5.2.1.2. Information Technology staff

10.5.2.1.3. Accounting/Audit staff

10.5.2.1.4. Customer Service Center staff

10.5.2.1.5. Toll Operations Contractor Management and Administrative Support staff

10.5.2.1.6. Toll Operations Contractor Cash Toll Collection staff for the plaza where the lanes are being commissioned

10.5.2.2. The Contractor will not be required to provide live training sessions addressing the topic of System Maintenance, but shall provide training materials for future training at the discretion of the COUNTY.

10.5.2.3. The Table III.10.01, below, provides a preliminary chart of Trainee / Learning Group Course Assignments to various training topics / course content modules.

Table III.10.01 - User Group Training Topics (Preliminary)

	Topic/Content Modules \ User Group / Learning Group	COUNTY Toll Operations - Management	COUNTY IT, Data Center & System Administration	COUNTY Accounting & Audit	COUNTY Toll Operations - Toll Plaza Managers	COUNTY Toll Operations - Toll Plaza Supervisors	COUNTY Toll Operations - Toll Collectors	Toll Enforcement & Image Processing / CSC Staff
1	Overview of Systems, Operations, Interfaces & Monitoring	●	●	●	●	●		●
2	Toll Host Operations, System Interfaces, Monitoring & Reports	●	●	●	●	●		
3	Plaza Operations & Reports	●	●	●	●	●		
4	Toll Lane Operations	●	●	●	●	●	●	
5	Lane – Vehicle Detection & Classification Subsystem	●	●	●	●	●	●	
6	Lane – ETC / Automatic Vehicle Identification (AVI)	●	●	●	●	●	●	
7	Lane – Cash Toll Collection System - Manual	●	●	●	●	●	●	
8	Lane – Image Capture & Processing/Violation Enforcement Subsystem	●	●	●	●	●	●	●
9	Customer Service Center (CSC) / Toll Enforcement Center (TEC)	●	●	●	●			●
10	Image Processing Subsystem (IPS)	●	●	●	●			●
11	Maintenance On-line Management Subsystem (MOMS)	●	●	●	●	●	●	
12	System Databases & Administration	●	●	●				
13	Ad Hoc Reporting	●	●	●	●			
14	Revenue Reconciliation, Audit & Reports	●	●	●	●	●		
15	Transaction Video Audit Subsystem (TVAS)	●	●	●	●			●
16	System Maintenance	●	●	●	●			

10.5.2.4. Contractor shall provide all necessary documentation and training to assist and support the new operations.

10.6. TRAINING PROGRAM UPDATES

10.6.1.1. The Contractor shall make annual updates and revisions to the training program or more frequently as necessary. These updates shall run through the life of the Contract.

10.7. TRAINING EQUIPMENT

10.7.1. GENERAL

10.7.1.1. The Contractor shall provide, install, integrate, configure, test and maintain the equipment required for training the COUNTY staff and tolling services contractor(s).

10.7.2. DESCRIPTION

10.7.2.1. The locations for training toll collector and plaza staff will be in the COUNTY Central Office Complex building and at the Bob Sikes Bridge toll plaza, or other location as directed by the COUNTY for the purpose of training personnel to operate the Toll Collection System in a hands-on manner using the same type of toll equipment and configuration(s) that are used in the System at active toll facilities.

10.7.2.2. The training location for back office personnel for the Customer Service Center will be in a separate place that is convenient to the COUNTY Customer Service Center (CSC) and the COUNTY CSC Contractor staff.

10.7.2.3. The training location for toll administrative and management personnel will be in the COUNTY Central Office Complex building.

10.7.2.4. The training equipment shall be self-contained and not have an interface with the Toll System production environment.

10.7.3. COUNTY RESPONSIBILITIES

10.7.3.1. The COUNTY will provide the building meeting space for the training activities.

10.7.4. COMPLETION SCHEDULE

10.7.4.1. The training facilities shall be ready for use in accordance with the Project Schedule, but within 30 days of the scheduled commissioning of the Toll Plaza.

10.7.5. EQUIPMENT

10.7.5.1. The location for Toll Collector training shall include, at a minimum, the following fully functional sets of toll equipment:

10.7.5.1.1. Manual Lane Terminals (MLT) workstations: 2

10.7.5.2. The training location for CSC shall be suitably equipped for various System function training activities (e.g. Operations Management, Audit, TVAS, MOMS, etc.)

10.7.5.3. All training locations shall be properly equipped with all other equipment, software and apparatus necessary to be fully functional for training purposes.

11. EQUIPMENT INVENTORY & SPARE PARTS REQUIREMENTS

11.1. GENERAL

11.1.1. ADEQUATE SUPPLY & SOURCES

11.1.1.1. The Contractor shall identify, provide and maintain on-hand a 12-month supply of all spare components and parts necessary to maintain the Toll Collection System.

11.1.1.2. The Contractor shall provide a stock of System components for predictive maintenance cycles.

11.1.1.3. The Contractor shall input into MOMS relevant product inventory data for the initial inventory of equipment (deployed in the field as part of the System) and spare parts shall be input into MOMS upon delivery.

11.1.1.4. The COUNTY reserves the right to purchase any and all hardware on the Project directly from the Supplier and add to the inventory.

11.1.1.5. The Contractor shall guarantee, secure, and have a readily available source of all spare parts necessary or desirable for the equipment provided under this Contract for the duration of the Contract.

11.1.1.6. The Contractor shall make available all necessary test and warranty repair resources for replacement including test repair and warranty repair, spare modules and spare components to support one hundred percent (100%) availability of the operational equipment.

11.1.1.7. The Contractor shall identify, provide an initial 12-month supply of consumables for the Toll Collection System (e.g. receipt printer paper, printer paper, ink/toner, other consumables, etc.).

11.1.2. OWNERSHIP OF SPARE PARTS INVENTORY

11.1.2.1. The Spare Parts Inventory shall be the property of the COUNTY.

11.1.2.2. The Contractor shall not cause or permit any lien or other encumbrance to attach to the spare parts and equipment and shall promptly at Contractor's expense remove any lien or other encumbrance there from.

11.1.3. LEGACY SPARE PARTS INVENTORY

11.1.3.1. There are no legacy spare parts that will be used as part of the new Toll System.

11.2. SPARE PARTS & EQUIPMENT

11.2.1.1. The Contractor shall provide fully tested spare parts and equipment as part of this Contract.

11.2.1.2. The Contractor shall develop and submit a complete list of assemblies and tested spare parts to the COUNTY as part of the System Detail Design Review (DDR) documentation package for review and approval.

11.2.1.3. Beginning with Year 2 of the Maintenance Period, the COUNTY will compensate the Contractor for Spare Parts purchased to maintain a full 12-month supply.

11.2.1.4. The Contractor shall turn over a twelve (12) month supply of spare parts and consumables to the COUNTY, or transfer the spare parts inventory to any successor contractor, as applicable, at the end of the Contract period, or upon termination of the Contract.

11.2.1.5. The Contractor may substitute for parts, components, and equipment, if the Contractor receives written approval from the COUNTY for each specific substitution.

11.2.1.6. The COUNTY may reject and may not approve for payment any substituted items that were not approved in advance.

11.2.1.7. Any spares required in addition to those quantities identified by the Contractor in the Contractor's proposal to meet the initial 12 month maintenance obligations, shall be provided at no additional cost to the COUNTY such that the Contractor is providing the COUNTY a proper 12 month maintenance inventory level.

11.2.1.8. The Contractor shall assure that all parts, components, equipment, materials, and other items purchased for use in the System are new whenever practical.

11.2.1.9. All parts and repairs shall be of good quality and designed to reliably carry out their functions within the System and meet the requirements of the Contract.

11.2.1.10. All spares shall be maintained in good operating condition at all times.

11.2.1.11. All components of the 12 month inventory shall be new unless refurbished during the Warranty Period.

11.2.1.12. Refurbished parts provided to the COUNTY as part of the 12 month inventory shall have a minimum of a one year Contractor-provided additional warranty covering parts, labor and full replacement commencing at the end of the warranty period.

11.3. SPARE PARTS INVENTORY MANAGEMENT

11.3.1. GENERAL

11.3.1.1. The Contractor shall maintain current inventory of System hardware.

11.3.1.2. The Contractor shall maintain a current, comprehensive listing of the Inventory of System Hardware in accordance with Section 11.3.4, below.

11.3.1.3. The Contractor shall be responsible for providing and maintaining during the maintenance period a stock of spares for each factory maintainable item included in the Toll System.

11.3.1.4. The Contractor shall identify quantities, expected to be consumed during a period of 12 months and deliver these components to the Contractor's Spare Parts Warehouse / Maintenance Depot facility upon COUNTY acceptance of the final warranty for the Toll System.

11.3.1.5. If any of these assemblies, parts or equipment are used during the Contractor Warranty Period to replace defective components, the Contractor shall replace them at no additional cost to the COUNTY.

11.3.1.6. The estimated time required to repair and return all spare parts into inventory after their use for maintenance shall be accounted for when developing the spare parts inventory list.

11.3.1.7. The Contractor, based on experience and analysis, shall closely monitor the need for spare parts and components and recommend modifications to the inventory during the course of the Contract.

11.3.1.8. These inventory recommendations shall include the identification of parts no longer available, obsolescence, etc.

11.3.1.9. The COUNTY reserves the right to approve any changes to the spare parts and components inventory after the Contract is in force.

11.3.1.10. The Contractor shall provide suitable storage facilities for all spare parts and components within a reasonable travel distance from the COUNTY's toll facilities.

11.3.2. Spare Parts Inventory Plan

11.3.2.1. The Contractor shall develop and maintain a Spare Parts Inventory Plan.

11.3.2.2. The Spare Parts Inventory Plan shall be submitted to the COUNTY for review and approval during the design development process with Preliminary and DRAFT Final versions for PDR and DDR, respectively, and the final version at least 30 days prior to FAT.

11.3.2.3. The Spare Parts Inventory Plan shall include a description of how the Contractor will provide the necessary spare parts and maintain those levels during the installation and Warranty time period.

11.3.2.4. The Contractor shall fully explain the procedures, controls, software applications, and facilities intended to be used to process and track the spare parts inventory.

11.3.2.5. The Contractor shall also provide a list of inventory reports and samples of those reports as part of the Spare Parts Inventory Plan.

11.3.2.6. The Contractor shall address an obsolete parts process for the entire duration of the Contract.

11.3.3. Inventory Management for Sustainability

11.3.3.1. Spare parts inventories shall be maintained at the levels included in the Spare Parts list.

11.3.3.2. The Contractor shall provide a second source for as much equipment possible.

11.3.3.3. Anticipated rates of inventory depletion and associated equipment supply procurement times shall be considered when determining inventory quantities and shall be indicated in the Contractor's Proposal and throughout the Warranty Period.

11.3.4. Inventory Control, Parts Lists & Reports

11.3.4.1. The Contractor shall develop and maintain for the Inventory of System Hardware a comprehensive Parts List for all equipment components, whether in service or spares.

11.3.4.2. The Contractor shall submit the Inventory of System Hardware & Parts List upon delivery of the initial System Elements and Spare Parts, and again at Final System Acceptance.

11.3.4.3. The Contractor shall also make the Inventory of System Hardware available to the COUNTY on-demand at any time via the MOMS.

11.3.4.4. All equipment component parts shall be numerically encoded with a parts list number, which clearly identifies the subsystem and subassembly where the part is to be located.

11.3.4.5. All parts list numbers shall be cross-referenced with the parts serial number.

11.3.4.6. The parts list number and associated serial number shall be identified within the MOMS reports as identified in the System Requirements of this Contract.

11.3.4.7. The inventory of spare parts and in-service components shall be comprehensive, accurate, and auditable throughout the term of the Contract.

11.3.4.8. The Contractor shall also identify and provide a list of all System components, including those provided by the COUNTY, which require more than 30 days to procure from their respective sources.

11.3.4.9. The Contractor shall submit this list to the COUNTY at least 60 days prior to the scheduled commencement of the Initial Maintenance Period for the Toll Plaza.

11.3.4.10. The Contractor shall also identify and provide a list of all System components, including those provided by the COUNTY, which require more than 30 days to repair.

11.3.4.11. The Contractor shall submit this list to the COUNTY at least 60 days prior to the scheduled commencement of the Initial Maintenance Period for the Toll Plaza.

11.3.4.12. The Contractor shall provide to the COUNTY initially on a semi-annual basis a Spare Parts Inventory listing with associated dollar values of all spare parts and components in inventory, and more frequently if required by the COUNTY.

11.3.4.13. The Contractor shall provide a Spare Parts Usage Report initially on a semi-annual basis, and more frequently if required by the COUNTY.

11.3.5. Inventory Tracking System

11.3.5.1. The Contractor shall maintain an ongoing accurate inventory tracking system of all parts, equipment and commercial software provided under the terms of this scope of work.

11.3.5.2. The inventory control mechanism utilized by the Contractor may be a "commercial off-the-shelf" (COTS) product or a custom software product developed by the Contractor.

11.3.5.3. The inventory tracking and control mechanism utilized by the Contractor shall be provided through the MOMS and meet all requirements defined in the MOMS requirements in the Functional Specifications (Volume IV, System Requirements, MOMS).

11.3.5.4. The inventory control mechanism shall be integrated into the MOMS subsystem to allow updating of the inventory database.

11.3.5.5. If the Contractor chooses to utilize a COTS product the Contractor shall identify such product in its proposal along with supporting documentation.

11.3.5.6. Inventory control shall include, at a minimum, item description, quantity on hand, reorder point, manufacturer part number, manufacturer ordering information, cost and location, and warranty expiration date.

11.3.5.7. As components are replaced, the System Hardware Inventory shall be updated to include updated serial number, model information, the date the part

goes from the Spare Parts inventory into production, and warranty expiration date.

11.3.5.8. The inventory function shall keep track of warranty information for parts used and provide information to receive warranty reimbursements when appropriate.

11.3.6. Security, Loss Protection & Insurance for Parts & Equipment Inventory

11.3.6.1. The Contractor shall provide a secure, suitable environment for COUNTY equipment and materials, including but not limited to spares and repair parts (collectively, "Equipment").

11.3.6.2. This secure, suitable environment shall include without limitation, restrictions on physical access, as well as access via the Contractor's network.

11.3.6.3. The Contractor shall comply with the COUNTY's security requirements for remote access to the COUNTY systems.

11.3.6.4. The Contractor shall provide a description of the security measures and safeguards the Contractor has in place to the COUNTY within 60 days of NTP for review and approval.

11.3.6.5. The Contractor shall obtain and maintain adequate and appropriate insurance coverage for replacement of the COUNTY-owned assets, including without limitation, spare parts inventory and other property, that are stored in the facility, in the possession of, or otherwise under the care of the Contractor.

11.3.6.6. The Contractor shall submit proof of such insurance coverage upon initial purchase, upon renewal and upon request of the COUNTY.

11.4. Additional Quantities of Spare Parts & Equipment

11.4.1.1. The purchase of additional quantities of spare parts from the Contractor shall be at the unit prices set forth in the Contractor's Price Proposal for an active phase of work.

11.4.1.2. Spare part and equipment pricing for active phases of work shall be available to the COUNTY through the warranty period for the phase.

11.4.1.3. In the event of non-listed items or if all phases of work have been completed and the COUNTY requires additional parts and equipment from the Contractor during the term of the Contract, the Contractor shall provide the parts and equipment at or below the most favorable prices the Contractor gives its best client.

11.4.1.4. When unit prices for parts and equipment do not exist in the Contract at the time of ordering, the Contract will be amended to add the prices in accordance with the pricing requirements established herein.

11.4.2. MAINTENANCE DEPOT / SPARE PARTS WAREHOUSE

11.4.2.1. The Contractor shall provide a secure warehouse to store all spare parts and equipment and serve as the maintenance depot for the Project.

11.4.2.1.1. For additional requirements, see Section 14.5.4 Maintenance Facilities – Maintenance Depot & Spare Parts Warehouse.

11.4.2.1.2. For additional requirements, see Section 13, Direct Reimbursable Items, in this Statement of Work.

11.4.2.2. The Contractor shall relocate all spare parts and equipment into a COUNTY-specified location within the Greater Pensacola, Florida area upon the completion of the Contract.

The COUNTY will reimburse the Contractor for the actual cost of the relocation as described in Section 13.2 of this Statement of Work.

12. WARRANTY SERVICES

12.1. GENERAL

12.1.1. DESCRIPTION OF SERVICES

12.1.1.1. The Contractor shall provide Warranty Services for the Toll Collection System.

12.1.1.2. Warranty Services shall provide for execution of the Contract Warranty terms and conditions described herein and in the Contract Terms & Conditions, the Contractor's Warranty, and the warranties of the various manufacturers.

12.1.1.3. The Warranty Services shall include without limitation, the following:

12.1.1.3.1. Service calls in response to a potentially defective System element.

12.1.1.3.2. The diagnosis and remedy of defective System elements, including hardware and software, in accordance with the provisions of the applicable warranties.

12.1.1.3.3. Provision of appropriate hardware, software and labor as necessary to repair and / or replace System elements that are defective.

12.1.1.3.4. Other services that may be incidental to the analysis, diagnosis, and remedy of defective elements of the System.

12.1.1.4. Such Warranty Services shall include without limitation, the replacement of spare parts used to replace defective elements, as set forth in Spare Parts and Equipment Requirements at no cost to the COUNTY.

12.1.1.5. The Contractor shall provide a written Warranty to the COUNTY not later than the scheduled time for commencement of the Warranty Period.

12.1.1.6. The written Warranty shall warrant that all equipment and software provided and installed pursuant to the terms and conditions of the Toll System Contract is comprised of top quality materials, was properly developed, fabricated and installed is of good workmanship and free of defects.

12.1.1.7. The Contractor shall further warrant that the Toll System and all of its associated components, provided and installed shall meet or exceed the System functional specifications stipulated in System Requirements of this Contract.

12.1.1.8. Any defects or malfunctions that occur prior to the expiration of the Warranty Period shall be repaired at no cost to the COUNTY and shall be documented in writing by the Contractor.

12.1.1.9. At its sole discretion, the COUNTY may withhold any payment due to the Contractor until such defects or malfunctions have been corrected.

12.1.1.10. The Warranty shall not limit the responsibility of the Contractor for developing, fabricating and installing equipment and software in a good and workmanlike manner and in accordance with good industry practices.

12.1.1.11. All warranties, including warranties by manufacturers or other third parties of any equipment, materials, software or services used by the Contractor shall be owned by the COUNTY.

12.1.2. WARRANTY PERIOD – TERM OF SERVICE

12.1.2.1. The Warranty Period for the core System Host Environment (Software, Hardware, installation) shall commence upon the successful commissioning of the Toll Plaza for Revenue Service and extend for a period of three (3) years from that date.

12.1.2.2. The Warranty Period for the commissioned Toll Plaza shall commence upon the successful commissioning of the whole Toll Plaza for Revenue Service and extend for a period of one (1) year from that date.

12.1.2.3. The Warranty Period for custom Software for the System shall commence upon the successful commissioning of the software for Revenue Service and extend to the end of the term of the Contract.

12.2. WARRANTY SERVICES

12.2.1.1. The Contractor throughout the Warranty Period shall with due diligence and in a good and workmanlike manner carry out and complete all Warranty Services with such quality and standards that are reasonably satisfactory to the COUNTY and in accordance with the Quality Management Plan.

12.2.1.2. The Contractor throughout Warranty Period shall be required to perform all manufacturing repairs for parts, components and equipment that are not covered under manufacturer warranty or are not repairable under field and central repair depot maintenance.

12.2.1.3. It shall be at the COUNTY's discretion to suspend the Warranty Period if in the opinion of the COUNTY there are significant problems or failure with any major component of the System that affects the accurate collection, processing and protection of toll transactions or the operations of toll facilities.

12.2.1.4. A major component shall be deemed to be one that is instrumental to the collection, reporting, auditing, and processing of revenue and, safety for the operations of toll facilities.

12.2.1.5. This shall include, but not be limited to, roadside equipment and related devices; system interfaces; software; middleware; Plaza and Toll Host Environment servers; TVAS, CSC, MOMS, and Reporting subsystems; System back-up and communication networks; and electrical and mechanical systems.

12.2.1.6. During the Warranty Period, the set-up fee for Maintenance of Traffic (MOT) for warranty work will be borne by the Contractor and not charged to the COUNTY.

12.2.1.7. The Warranty Period shall be suspended upon the date of written notice from the COUNTY to the Contractor.

12.2.1.8. The Contractor shall have fifteen days (15) to cure the reason for the suspension.

12.2.1.9. If the Contractor requires more than fifteen (15) days to cure the reason for the suspension the Contractor shall provide the COUNTY with a written explanation approved by the COUNTY why the period for cure shall extend beyond the stated period.

12.2.1.10. Upon resolving the problem or failure the Contractor shall provide written notification to the COUNTY of the reason and solution for the problem or failure.

12.2.1.11. Upon implementation of the solution the Warranty Period will remain suspended for a period of seven (7) days to ensure the Contractor's solution is the appropriate remedy.

12.2.1.12. At the satisfactory completion of the seven (7) day period, provided there are no further problems or failures, the COUNTY shall authorize the resumption of the specified Warranty Period, which shall be extended by the same number of days suspended.

12.3. SOFTWARE & HARDWARE WARRANTY

12.3.1.1. The Contractor shall provide full warranty for both hardware and software that covers parts, labor and all necessary work to replace in-kind any element of such with minimal or no interruption to the Toll Collection System, impact on revenue or operations.

12.3.1.2. The Software Warranty shall be unlimited for zero defects, from Commissioning of the System elements for revenue service through the term of the Contract.

12.3.1.3. After Commissioning of the Toll Plaza which shall include the Toll Host Environment and other System-wide elements, Toll Host Environment software modifications shall be for software warranty items only, unless otherwise specified in accordance with Section 15, Supplemental Work / Optional Services.

12.3.1.4. The Contractor shall provide the following minimum warranty services commencing from the start of COUNTY approval, commissioning and production operational use and continuing for a period as defined in Table III.12.01, below:

Table III.12.01 – Warranty Period Summary	
Roadside Hardware	Period of time ending with completion of warranty.
Toll Host Environment	3 years
Commercial off-the-shelf software or hardware including DBMS	Manufacturer's warranty or better
Custom developed software for the COUNTY	Free from defects for life of Contract

12.4. EXTENDED WARRANTY

12.4.1.1. The COUNTY desires any Contractor-proposed extended warranty periods for the hardware, software or warranty maintenance support at no additional cost to the COUNTY.

13. DIRECT REIMBURSABLE ITEMS

13.1. SPARE PARTS INVENTORY

13.1.1.1. The COUNTY will directly reimburse the Contractor for the replenishment of the spare parts inventory used / consumed for non-warranty repair / replacement of System elements.

13.1.1.1.1. The Contractor shall be responsible for the cost of replacing spare parts used for repairs / replacement covered by warranty. See Section 12 Warranty Services of this Statement of Work.

13.1.1.2. The COUNTY will establish an allowance to fund the replacement of spare parts not under warranty.

13.2. MAINTENANCE DEPOT / SPARE PARTS WAREHOUSE

13.2.1.1. The COUNTY will reimburse the Contractor for actual costs, without any Contractor markup, associated with the Maintenance Depot / Spare Parts Warehouse identified in Section 14.5.4 Maintenance Facilities – Maintenance Depot & Spare Parts Warehouse, and 11.4.2 Maintenance Depot / Spare Parts Warehouse of this Statement of Work.

13.2.1.2. Such actual costs associated with the Maintenance Depot / Spare Parts Warehouse include the lease; water, power and sewer utilities; and data communications to the COUNTY's network.

13.2.1.2.1. A direct reimbursable pay item will be established by Letter of Authorization to fund the warehouse lease and utilities costs.

13.2.1.3. The COUNTY will reimburse the Contractor for the actual cost, without any Contractor markup, to move the spare parts inventory and equipment from the Maintenance Depot / Spare Pare Parts Warehouse into a COUNTY facility as required in Section 11.4.2 of this Statement of Work.

13.2.1.3.1. A direct reimbursable pay item will be established by Letter of Authorization to fund moving the parts and equipment, which will require COUNTY approval of the Contractor's plan for accomplishing this work.

13.2.1.3.2. Except as provided herein, all other expenses associated with the Contractor Maintenance Depot / Spare Parts Warehouse shall be the responsibility of the Contractor.

14. SYSTEM MAINTENANCE & SUPPORT SERVICES

14.1. GENERAL

14.1.1. OVERVIEW

14.1.1.1. Maintenance activities shall be fall into one of the following maintenance echelon categories:

14.1.1.1.1. Level 0 Maintenance – Field Toll Plaza Service Support (may be furnished by COUNTY or Contractor) - The toll equipment field service support represents ancillary maintenance service at the lane level furnished by the COUNTY for the convenience of the Contractor. These service support positions may handle in lane/plaza level equipment general cleaning, adjustment of equipment position and alignment, non-technical diagnostics and minimal, non-technical repair. This support is intended to reduce or eliminate the need for the Contractor to provide permanent staff on-site to perform this lowest-level, generally non-technical support work.

14.1.1.1.2. Level 1 Maintenance – Field Technician (furnished by Contractor) - The toll equipment technician represents the first level of technical service at the lane level. These technical positions handle in lane/plaza level diagnostics and repair. If a repair cannot be completed in the lane/plaza, the tech will "swap" out the faulty device with a known "tested" good unit. The faulty device is then moved to Repair Echelon Level 2.

14.1.1.1.3. Level 2 Maintenance - System Technician (furnished by Contractor) – The system technician provides both high-level technical assistance to the toll equipment technician at the lane/plaza level when called upon to do so and provides shop functions to repair malfunctioning device removed by the toll equipment technicians. Level 2 electronic repair work includes, but is not limited to bench level equipment repair, component and unit calibration, replacement of faulty components, testing of repaired units and other necessary repair activities.

14.1.1.1.4. Level 3 Maintenance - Toll System Supervisor (furnished by Contractor) – Provides the highest level of field technical assistance, on-scene control functions and overall site management for technical issues when major situations occur or upon request of Level 1 and/or Level 2 need for assistance. Coordinates required software support when required.

14.1.1.1.5. Level 4 – Central Repair Depot (CRD) – If devices or components that make up the Toll Collection System cannot be repaired or serviced by Level 1, Level 2 or Level 3 they are shipped to the Contractor's CRD for repair service.

14.1.1.1.6. Level 5 Maintenance - Manufacturer Repair / Replace (furnished by Contractor) – If Level 3 is unable to affect needed repairs to components or units of the Toll Collection System equipment, the device or component is shipped by the Contractor to the manufacturer for repair or replacement.

14.1.1.2. The Contractor shall be solely responsible for the full maintenance of the Toll System for the term of this Contract.

14.1.1.3. The Contractor shall perform all preventive, corrective and emergency maintenance in accordance with the approved Maintenance Plan.

14.1.1.4. Maintenance shall be provided by maintenance personnel either on duty or on call 24 hours a day, seven (7) days a week.

14.1.1.5. The Contractor shall submit a detailed Maintenance Plan as described later in this section, showing how it intends to carry out its responsibilities.

14.1.1.6. The Contractor shall be responsible for bugs in its software.

14.1.1.6.1. The Contractor shall reimburse the COUNTY for lost revenue due to such software bugs, regardless of how long the bug went undetected.

14.1.2. Description of Services – Maintenance of Toll System

14.1.2.1. The Contractor shall provide full field maintenance, central repair depot maintenance and manufacturer repair and servicing of all Toll System equipment and software.

14.1.2.2. The Contractor shall monitor the MOMS and respond to MOMS alarms.

14.1.2.3. Maintenance of the Toll System shall include maintenance of all elements (e.g. Lane level, Plaza, Toll Host components, CSC, TVAS, MOMS, etc.) of the System, to include, but not be limited to work such as:

14.1.2.3.1. Preventive maintenance, tuning, cleaning etc. including the following without limitation:

14.1.2.3.1.1. Periodic system tuning and checks for calibration and proper location of cameras, lights, antennas, profilers, loops, and other deployed technologies.

14.1.2.3.1.2. Periodic database and system tuning, and checks for processing performance and proper function of Toll Host Environment devices,

14.1.2.3.1.3. Periodic cleaning of all roadside technologies exposed to the elements, with emphasis on cleaning camera lens and any other optics.

14.1.2.3.1.4. Periodic cleaning of all cabinets, technologies and workstations

14.1.2.3.2. Predictive maintenance and replacement of limited-life and consumable components (e.g. VES illumination lights or LEDs, boards, drives, components, etc.) before they fail in service.

14.1.2.3.2.1. Intervals for predictive replacement shall be based on reported Mean Time Between Failure (MTBF) for the components in question or sooner based on Contractor experience with similar equipment.

14.1.2.3.3. Corrective maintenance for repair and replacement of components upon notification of component failure either through the MOMS or from the COUNTY.

14.1.2.3.4. Corrective maintenance for repair of software issues upon notification of component failure either through the MOMS or from the COUNTY.

14.1.2.3.5. Corrective maintenance for repair of processing issues upon notification of component failure either through the MOMS or from the COUNTY.

14.1.2.3.6. Regular monitoring of all communications links and component functions to make early determination of service degradation.

14.1.2.3.7. Regular monitoring and daily backups of the Toll Host Environment, CSC, TVAS, MOMS, Reporting and other Roadside Toll Collection System Toll Host Environment servers.

14.1.2.3.8. Regular reporting to the COUNTY regarding System health, communications links load / capacity, component performance, and planned maintenance services.

14.1.2.4. The Contractor shall, as part of the maintenance services, analyze fault logs and investigate, remedy and, if necessary redesign and implement solutions that are designed to maintain the specified performance levels.

14.1.3. Subsystems Maintained by Others

14.1.3.1. The following is a list of those sub-systems maintained by other contractors.

14.1.3.1.1. Wide Area Network (WAN) (Transport Side)

14.1.3.1.2. Plaza Access Security- Card Readers and Cards

14.1.3.1.3. Local Area Networks- LAN- Central Office Complex & Customer Service Center Solutions

14.1.3.1.4. Wide Area Network - WAN - (Router Portion of FON)

14.1.4. Coordination with Other Contractors

14.1.4.1. There may be several other contractors working with the COUNTY on the System (e.g. Toll System operations, Communications Network maintenance, Security maintenance, Roadway maintenance, Landscape maintenance, Construction, installations, etc.).

14.1.4.2. Some of these contractors are directly related to the work being done by the Contractor so it is imperative that the Contractor cooperate and coordinate activities where appropriate to ensure a smooth and effective operation.

14.1.4.3. The Contractor shall take whatever steps are deemed necessary by the COUNTY to accommodate this requirement.

14.1.5. Maintenance Period – Term of Service

14.1.5.1. The Maintenance Period is divided into two phases:

14.1.5.1.1. Initial Maintenance Period (Phase 1) which shall be the initial maintenance period and commence upon the successful commissioning for revenue collection of the Toll Plaza and extend through the Hardware Warranty Period.

14.1.5.1.2. Operational Maintenance (Phase 2) which shall be ongoing annual maintenance periods and commence upon completion of the Hardware Warranty Period and end five (5) years after the successful Final System Acceptance, unless otherwise extended by mutual agreement.

14.1.5.1.2.1. Adjustment to the term durations may be made to better accommodate the COUNTY's fiscal year, in which cases the Adjustments will be prorated based on actual durations.

14.1.5.2. Relationship of Initial Maintenance Period to System Warranty Period

14.1.5.2.1. The Warranty Period for Hardware shall begin and run concurrently with the System Initial Maintenance Period.

14.1.5.2.2. The Warranty Period for Software shall begin and run concurrently with the System Initial Maintenance Period with the Initial System Maintenance period ending with the end of the Hardware Warranty Period, and the Software Warranty extending on beyond that time as specified herein.

14.1.6. Use of MOMS

14.1.6.1. The Contractor's personnel shall utilize the MOMS for all of its maintenance and support activities and shall also make use of MOMS during installation and commissioning.

14.1.6.2. The COUNTY will have access to the MOMS to view activities, data and reports; to generate work orders or trouble tickets; for asset management; spare parts, MOT; preventative maintenance, etc.

14.1.6.3. When spare parts are placed into production, the Contractor shall update the MOMS record for each item or component to include date/time it goes into production and new location, in accordance to Section 11.3.4 of this Statement of Work.

14.1.6.4. The Contractor shall develop a process to document / record System issues that are not automatically detected and recorded by the MOMS subsystem, as part of the Maintenance Plan and submit it for review and approval by the COUNTY.

14.1.7. Advanced Notice of Configuration Changes

14.1.7.1. The Contractor shall notify the COUNTY in advance of making any configuration changes during planned (or preventive) maintenance operations.

14.1.7.2. The Contractor shall notify the COUNTY within 24 hours of any configuration changes required due to corrective maintenance.

14.1.8. System Downtime for Maintenance

14.1.8.1. The Contractor shall coordinate System downtime or maintenance periods with the COUNTY before any systems or subsystems are shutdown.

14.1.8.2. All System or subsystem shutdowns for System maintenance purposes shall be approved by the COUNTY and thus require advance notification.

14.1.9. Lane Closure Approval & Coordination

14.1.9.1. The Contractor, when performing Roadside maintenance shall coordinate all lane closure requests with the COUNTY or designee and receive approval before proceeding.

14.1.9.2. The Contractor is not authorized to set up road closures without prior COUNTY approval.

14.1.9.3. All road closures for any Roadside System maintenance, or corrective or preventive maintenance purposes shall be approved by the COUNTY.

14.1.10. Maintenance of Traffic (MOT)

14.1.10.1. The COUNTY is very sensitive to the maintenance of traffic at all times.

14.1.10.2. Contractor shall schedule any necessary lane closures to occur during off peak times, including nights and weekends.

14.1.10.3. For additional requirements, see Sections 7.13.8 and 8.1.5 of this Statement of Work.

14.1.11. Tolls for Maintenance Vehicles

14.1.11.1. The COUNTY will not reimburse tolls for maintenance vehicle travel while on COUNTY business.

14.1.12. Inspection of Work & Materials

14.1.12.1. The COUNTY reserves the right, at any time, with reasonable notification, to inspect work areas such as the Maintenance Depot / Spare Parts Warehouse.

14.1.12.2. The COUNTY may at any time inspect work on the System, components, parts, materials, equipment or other items to ensure that the System conforms to the requirements of the Contract, to verify progress, or for any other reason that the COUNTY deems appropriate.

14.1.12.3. Such inspections may occur at any site where the work is being conducted.

14.1.12.4. The COUNTY reserves the right to reject any work, components, parts, equipment, materials or other items that do not conform to the requirements of the Contract or work order.

14.1.12.5. Rejected work, components, parts, equipment, or materials shall be replaced with conforming units at no cost to the COUNTY.

14.2. MAINTENANCE SERVICES REQUIREMENTS

14.2.1. GENERAL

14.2.1.1. The Contractor shall provide a complete program of Preventive, Predictive and Corrective / Emergency maintenance services for the Toll System, as described below.

14.2.1.2. The Contractor shall keep the COUNTY staff advised of all major planned Maintenance activities that would affect customers, revenue, operations or facilities.

14.2.2. WORK LIMITATIONS

14.2.2.1. For additional requirements, see Section 2.1.3, Work Limitations, in this Statement of Work.

14.2.3. SYSTEM SUPPORT

14.2.3.1. The Contractor shall provide general System Support for the System elements provided by the Contractor and defined herein for the Toll System Replacement Project under the terms and conditions of this Scope of Work.

14.2.3.2. Contractor responsibilities also include any updates and modifications necessary to support production use of the Toll Collection System at a minimum:

14.2.3.2.1. Toll Host Environment and Plaza databases

14.2.3.2.2. Reporting, CSC, TVAS, and MOMS subsystems

14.2.3.2.3. All Contractor-provided operating systems

14.2.3.2.4. System hardware and software upgrades

14.2.3.2.5. UFM updates

14.2.4. SOFTWARE DEVELOPMENT & MAINTENANCE

14.2.4.1. The Contractor shall provide software maintenance on all software provided by the Contractor and defined herein for the Toll System Replacement Project under the terms and conditions of this Scope of Work.

14.2.4.2. Contractor responsibilities include any modifications necessary to support production use of the Toll Collection System, to include the following without limitation:

14.2.4.2.1. Patches

14.2.4.2.2. Software upgrades to most current version

14.2.4.2.3. COTS software upgrades within one version of the latest release

14.2.4.2.4. Toll Collection System software upgrades necessary to be compatible with COTS software upgrades

14.2.4.2.5. Software application functionality maintenance

14.2.4.2.6. Software error and anomaly diagnosis, and root analysis.

14.2.4.2.7. Configurable parameter modification

14.2.4.3. The Contractor shall submit any proposed software revisions to the COUNTY for review and approval in order to proceed with development work unless otherwise requested by the COUNTY Project Manager or designee.

14.2.4.4. A strict version control quality assurance system shall be maintained and utilized by the Contractor to provide the ability to track software versions including executables, configuration files, etc. and when they were in use at a particular time.

14.2.4.5. For additional requirements, see Sections 4 and 7 of this Statement of Work.

14.2.5. PREVENTIVE MAINTENANCE

14.2.5.1. The Preventive Maintenance program shall be submitted for review and approval by the COUNTY and shall be based on manufacturers' suggested procedures and performance intervals, Contractor's experience, and common sense.

14.2.5.2. As part of the Preventive Maintenance process, based on experience and analysis, the Contractor shall develop parameters to be used to identify, in the early stages, potential problems and actions to be taken to prevent those problems.

14.2.5.3. The Contractor shall maintain a schedule for the upcoming Preventive Maintenance activities on a monthly basis, for reporting in accordance with Section 14.7.2, below.

14.2.5.4. The Contractor shall keep the COUNTY staff advised of all major planned Preventive Maintenance activities that would affect customers, revenue, operations or facilities.

14.2.6. CORRECTIVE & EMERGENCY MAINTENANCE

14.2.6.1. The Contractor shall provide a Corrective and Emergency Maintenance program to ensure the continuous operations of all components of the System.

14.2.6.2. The MOMS shall be configured to directly alert maintenance technicians when failures occur.

14.2.6.3. The Contractor shall maintain an adequate staff of trained personnel to ensure that urgent repairs can be performed in a manner that will maintain the required performance levels indicated herein and in Appendix E.

14.2.6.4. The Contractor shall keep the COUNTY staff advised of all major planned Corrective Maintenance activities that would affect customers, revenue, operations or facilities.

14.2.6.5. The Contractor shall maintain an around-the-clock dispatching operation as a supplement to the MOMS alerts to handle service calls from the plaza or COUNTY personnel or their designee(s).

14.2.6.6. All major trouble calls received shall be immediately dispatched to assigned technicians.

14.2.6.7. Repairs that require a lane to be shut down or taken out of service shall be coordinated with the plaza manager or supervisor and the COUNTY.

14.2.6.8. As a part of corrective maintenance the Contractor will be allowed to utilize replacement items that shall have a design life commensurate with their function and original System requirements if approved by the COUNTY.

14.2.6.9. Alternatives may be used where these items may be shown as having equivalent or superior performance and life expectancy.

14.2.6.10. Prior to the use of any replacement item that was not part of the original System design, the Contractor shall first submit a comparative analysis of the original supplied item vs. its proposed alternative replacement to the COUNTY for approval.

14.2.6.11. The Contractor shall record, track and maintain a comprehensive history of Corrective Maintenance tasks and activities performed on the System, for reporting.

14.2.6.12. The Contractor shall conduct a statistical analysis the Contractor's performance relating to Response and Repair times, for reporting.

14.2.7. Sustainable Spare Parts Inventory Management

14.2.7.1. The Contractor shall effectively manage the Spare Parts Inventory for sustainability and to ensure that adequate supplies of necessary spare parts are available to meet the requirements for System maintenance.

14.2.7.2. For additional requirements, see Section 11, Equipment Inventory & Spare Parts, in this Statement of Work.

14.2.8. Extra Work & Installation Support

14.2.8.1. The COUNTY from time to time may install new equipment, test vendor equipment and systems in the lanes, or add toll lanes and collection points.

14.2.8.2. The Contractor shall provide additional support to the COUNTY to perform some of these tasks.

14.2.8.3. When these tasks are outside the scope of the Contract for maintenance activity, the COUNTY will either, request a quote from the Contractor on performing the new/changed services with an appropriate credit for any deleted services, or request the Contractor to provide an estimate of hours by classification to complete the tasks.

14.2.8.4. For additional requirements, see Section 15 of this Statement of Work, Supplemental Work / Optional Services.

14.2.9. Testing After System Modifications or Repairs

14.2.9.1. The Contractor shall conduct appropriate testing and verification of the System after any changes to the System, modifications or repairs.

14.3. Service Level Requirements

14.3.1. General

14.3.1.1. The Contractor shall maintain the System at or above its performance level at Final System Acceptance for the term of this Contract.

14.3.1.2. For detailed requirements related to performance measures, maintenance service levels, and related liquidated and actual damages, see Appendix E, .

14.3.1.3. The Contractor shall meet acknowledgement, response and repairs times for all components of the Toll System as defined in Appendix E,

14.3.1.4. All maintenance personnel when on call shall be required to carry appropriate devices for communication and receipt of MOMS alarms and remote login to the System (e.g. cell phone, and laptop computer, etc.).

14.3.1.5. Supervisory personnel and managers are required to also carry a cell phone to ensure immediate and good lines of communications in times of emergency or need.

14.3.1.6. The Contractor shall prepare a Contractor Personnel Contact List with employee names and their associated cell phone numbers and submit it to the COUNTY as part of the Updated Maintenance Plan described in Section 14.4.1, below, and shall update that list any time there is a change.

14.3.1.7. The Contractor shall use MOMS to track all service calls and related maintenance tasks performed by Contractor's personnel.

14.3.1.8. Contractor maintenance personnel shall notify the Plaza Manager or Supervisor upon arrival at the plaza worksite.

14.3.2. ACKNOWLEDGEMENT & RESPONSE TIME REQUIREMENTS

14.3.2.1. The Contractor shall meet the specified response time requirements on a twenty-four (24) hours per day, seven (7) days a week basis as defined in Appendix E.

14.3.2.2. If these conditions cannot be met, the COUNTY shall be notified immediately.

14.3.2.2.1. Providing acknowledgement and/or notification does not excuse the Contractor from any damages associated with failure to meet these requirements.

14.3.2.3. Standard acknowledgement time for corrective maintenance shall be defined as the lapsed time between the time the Contractor is notified by either the COUNTY's MOMS or a human-induced alarm or telephone call, of a need for service, and the time the Contractor's technician acknowledges receipt of the work order.

14.3.2.3.1. The exact periods to be used to compute adherence to the standard may be reviewed prior to the execution of the Contract.

14.3.2.4. Standard response time for corrective maintenance shall be defined as the lapsed time between the time the Contractor is notified by either the COUNTY's MOMS or a human-induced alarm or telephone call, of a need for service, and the time the Contractor's technician arrives at the designated work site with the proper tools and spares to conduct the work.

14.3.2.4.1. The exact periods to be used to compute adherence to the standard may be reviewed prior to the execution of the Contract.

14.3.2.5. If the corrective maintenance issue can be addressed remotely rather than onsite, then the response time shall be defined as the elapsed time between the time the MOMS system notifies the Contractor of the need for service and the time the appropriate Contractor maintenance personnel logs into the System for corrective actions.

14.3.2.6. The COUNTY reserves the right to modify all recommended response times and will have the final approval of the response times for each of the failure types.

14.3.2.7. The Contractor shall provide sufficient maintenance staffing level for 24 hour/day Weekday (Monday through Friday) coverage, 24 hour/day Weekend coverage and 24 hour/day Holiday coverage so as to maintain the system at the levels described in Appendix E, Tables 2 and 3.

14.3.3. REPAIR TIME REQUIREMENTS

14.3.3.1. Repair time shall be defined as the elapsed time between the time of response and the time the issue is resolved and System is restored to service

as per requirements in Appendix E, Table 3.

14.3.3.2. Any time spent waiting for permission from the COUNTY staff to close a lane shall not be charged as repair time.

14.3.3.2.1. Wait time shall be noted in the MOMS.

14.3.3.3. The Technician shall log on to the MOMS subsystem using a device for remote access to the System such as a network attached computer (at a COUNTY facility) or other suitable device.

14.3.3.4. The Technician shall enter the arrival time into MOMS and notify the Plaza Manager or Supervisor of his arrival on the scene as well as his departure.

14.3.3.5. If the failure involves software and can be repaired by remotely accessing the System, then the technician shall enter into MOMS the "arrival" time when the System was accessed for the repair and then again when the work on the repair is complete.

14.3.3.6. Upon completion of the work, the Technician shall update the MOMS work order and communicate the result to appropriate staff on duty before leaving the work site.

14.3.3.7. The COUNTY shall be provided with summary information and a method to acknowledge the completion of the work item.

14.3.4. SYSTEM AVAILABILITY

14.3.4.1. The Contractor shall be required to maintain a System-wide availability level as described in Appendix E,

14.3.4.2. These levels of availability are set for twenty-four (24) hours per day, seven (7) days a week.

14.3.4.3. Failure to meet the stated levels may constitute a default under the Contract.

14.3.4.4. Preventive maintenance and equipment repair shall not affect or be included in the baseline availability calculations so long as equipment is repaired within the specified guaranteed repair time.

14.3.5. DAMAGES

14.3.5.1. Liquidated Damages are defined in Appendix E,

14.4. MAINTENANCE MANAGEMENT PLANS

14.4.1. MAINTENANCE PLAN

14.4.1.1. Contractor shall submit an updated detailed Maintenance Plan as part of the PDR and DDR, and at least 30 days prior to the SIETET.

14.4.1.2. The Maintenance Plan shall be updated annually and provided in an electronic format acceptable to the COUNTY.

14.4.1.3. The Maintenance Plan shall include, but not be limited to, the following topics:

14.4.1.3.1. Maintenance Management

14.4.1.3.2. Organization, Personnel and Staffing Plan

14.4.1.3.3. Subcontractor Activities and Controls

14.4.1.3.4. Preventive Maintenance Plan

14.4.1.3.5. Predictive Maintenance Plan

14.4.1.3.6. Corrective and Emergency Maintenance Plan and Procedures

14.4.1.3.7. Communications Plan

14.4.1.3.8. Maintenance Quality Assurance Plan

14.4.1.3.9. Use of MOMS

14.4.1.3.10. Reports

14.4.1.3.11. Reporting Procedures

14.4.1.3.12. Spare Parts Inventory procedures and controls

14.4.1.3.13. Security of COUNTY Equipment

14.4.1.3.14. Subcontracted Maintenance Services Procedures

14.4.1.4. The Maintenance Plan shall include a list of all equipment, tools and materials that will be required to carry out the required maintenance services.

14.4.1.5. The Maintenance Plan shall include a Contractor Personnel Contact List as described in Section 14.3.1, above.

14.4.1.6. The Maintenance Plan shall contain a complete schedule of proposed preventive maintenance procedures and time frames, and shall include reporting methods and systems to be used to administer the plan.

14.4.1.7. The Maintenance Plan shall describe the process to document / record System issues that are not automatically detected and recorded by the MOMS subsystem.

14.4.1.8. The Maintenance Plan shall describe how the Contractor will keep COUNTY staff advised of all major planned Preventive, Predictive and Corrective Maintenance activities.

14.4.1.9. The Contractor shall show how the System availability, response time and repair time requirements will be met.

14.4.1.10. The Corrective and Emergency Maintenance Plan shall include procedures for repair, communications, and reporting.

14.4.1.11. The Maintenance Plan shall provide specific details on the methodology and personnel requirements the Contractor will employ to provide an effective maintenance program.

14.4.1.12. The Maintenance Plan shall address the employment process for maintenance personnel and experience requirements.

14.4.1.13. The Maintenance Plan shall include for COUNTY approval, a description of the safeguards the Contractor has in place.

14.4.1.14. After approval by the COUNTY, the Maintenance Plan shall be adhered to through the entire term of the Contract.

14.4.1.15. Based on actual operational experience and recommendations from the Contractor, the COUNTY may require revisions to the Maintenance Plan to ensure that the System functions properly and always reflects current requirements.

14.4.1.16. The Contractor shall make and adhere to such revisions.

14.4.2. MAINTENANCE QUALITY ASSURANCE PLAN

14.4.2.1. The Contractor shall maintain a Maintenance Quality Assurance Plan as part of the Maintenance Plan.

14.4.2.2. The Contractor shall submit updates that reflect QA measures developed and/or implemented under the Maintenance Contract.

14.4.2.3. The Contractor shall show how the work of the technicians will be evaluated and how training will be provided both initially and as an on-going component.

14.5. MAINTENANCE RESOURCE REQUIREMENTS

14.5.1. MAINTENANCE PERSONNEL

14.5.1.1. The Contractor shall maintain available field maintenance staff, consisting of an adequate number of qualified technicians, supervisors, and managers to effectively maintain the System on a twenty-four (24) hours per day, seven (7) days per week from an remote or on site basis in a manner that will maintain the required performance levels indicated herein and in Appendix E.

14.5.1.2. The employment process for maintenance personnel shall be as detailed in the Maintenance Plan.

14.5.1.3. The experience requirements for each category of maintenance technician and supervisor shall be as detailed in the Maintenance Plan.

14.5.1.4. All maintenance personnel shall be covered by fidelity insurance.

14.5.1.5. All management and supervisory personnel shall be approved by the COUNTY.

14.5.1.6. All maintenance personnel shall undergo background checks in accordance with the Contractor's policies.

14.5.1.7. The Contractor shall regularly evaluate employees based on the Contractor's internal criteria and certify that they are all covered by fidelity insurance.

14.5.1.8. Only Contractor's personnel on the list may have access to COUNTY systems and facilities.

14.5.1.9. The Contractor's Project Manager and a Maintenance Liaison Leader shall be available for the duration of the Contract to be on-site in the Pensacola area as necessary to ensure that the Toll System is maintained in a manner to meet the required performance levels indicated herein and in Appendix E.

14.5.1.10. The field maintenance personnel shall have the necessary technical qualifications and previous experience servicing toll collection equipment or equipment similar in nature to the System equipment and to fulfill the maintenance obligations on the Toll System Replacement Project.

14.5.1.11. The maintenance personnel collectively shall be familiar with all hardware diagnostic routines, the use of the test equipment, trouble shooting, database administration, software diagnostics, etc.

14.5.1.12. The Contractor shall be responsible for the planning, control, training, location and number of maintenance personnel required to meet the requirements of the maintenance services.

14.5.1.13. All field maintenance personnel shall be neatly and uniformly attired.

14.5.1.14. The Contractor's personnel who have been granted routine access to the COUNTY facilities shall have a COUNTY-issued access card in accordance with the COUNTY requirements.

14.5.1.15. The Contractor shall provide each employee with a Contractor laminated identification badge that shall be visible at all times.

14.5.1.16. The identification badge shall include at a minimum, the following information:

14.5.1.16.1. Contractor's company name

14.5.1.16.2. Name of the employee

14.5.1.16.3. Passport size recent photo

14.5.1.16.4. Job title

14.5.1.16.5. Date badge issued

14.5.1.16.6. Expiration date of the badge

14.5.1.17. The term of the badge shall not extend any longer than 1 year from the issue date.

14.5.1.18. The Contractor shall keep and maintain time sheets on which Key Personnel shall keep detailed time entries of their work, separated into maintenance and development, and further separated by date and project.

14.5.1.19. The Contractor shall provide personnel time sheet records to the COUNTY upon request.

14.5.2. MAINTENANCE EQUIPMENT

14.5.2.1. The Contractor shall provide all equipment and tools necessary for its maintenance personnel to provide the maintenance services.

14.5.2.2. The appropriate maintenance equipment shall include cellular phones, maintenance vehicles stocked with appropriate tools, test equipment and spare parts.

14.5.2.3. Maintenance vehicles shall have the Contractor's or subcontractor's logo or other form of identification clearly displayed on each vehicle.

14.5.2.4. Upon request the Contractor shall provide the COUNTY with access to this system and records of vehicle activity.

14.5.2.5. The Contractor shall ensure that the Maintenance Workshop / Maintenance Depot is adequately supplied with tools, test simulators and equipment to facilitate the repair, testing, and maintenance of all Toll System Replacement Project equipment.

14.5.2.6. The Contractor shall provide a Maintenance Equipment List of all major items, tools, and equipment necessary for diagnosis, repair, testing, and corrective and preventive maintenance of the System to the COUNTY upon request.

14.5.2.6.1. This list shall describe the specific function of each device, and the approximate quantity required for a comprehensive and effective maintenance program.

14.5.2.7. Equipment for Maintenance on Overhead Equipment

14.5.2.7.1. The Contractor shall maintain adequate and dedicated equipment needed to access and maintain the overhead equipment mounted on toll plaza canopies, etc., including the following without limitation:

14.5.2.7.1.1. Bucket/Lift truck(s)as needed

14.5.2.7.1.2. Vehicles

14.5.2.7.1.3. Tools

14.5.2.7.1.4. Any other portable equipment necessary for such work

14.5.3. Maintenance of Training Equipment

14.5.3.1. The Contractor shall provide all necessary maintenance to ensure the proper operation of all Contractor-provided training equipment.

14.5.4. Maintenance Facilities – Maintenance Depot & Spare Parts Warehouse

14.5.4.1. The Contractor shall provide its own Maintenance Depot facilities and inventory storage.

14.5.4.2. The Contractor's Maintenance Depot facilities and Spare Parts Warehouse shall be available at all times without prior notification for inspection and inventory by the COUNTY.

14.5.4.3. The Contractor's Maintenance Depot facility shall be co-located with the Spare Parts Warehouse as provided in Section 11.4.2, Maintenance Depot /Spare Parts Warehouse.

14.5.4.4. The Maintenance Depot / Warehouse facility shall be located with convenient access to the Toll System sites such that the System is maintained in a manner that will meet or exceed the required performance levels indicated herein and in Appendix E.

14.5.4.4.1. The Contractor shall be responsible for identifying potential sites and costs for COUNTY approval of the final location.

14.5.4.4.2. The COUNTY has the right to approve or disapprove the location of the warehouse.

14.5.4.5. The Contractor is responsible to obtain and maintain a lease for the necessary warehouse with the lease rate to include all necessary build-out.

14.5.4.6. See Section 11.3.6, Security, Loss Protection & Insurance for Parts & Equipment Inventory, in this Statement of Work.

14.5.4.7. The Contractor Maintenance Depot facility shall have sufficient workspace to house all required maintenance equipment, including vehicles; provide an effective working environment for the Contractor's personnel; and shall be conducive to performance of Contractor maintenance services.

14.5.4.8. The Contractor shall develop, install and operate a Test Area for use by maintenance personnel in the workshop.

14.5.4.9. The Test Area shall include cables and all necessary equipment to appropriately test all System equipment.

14.5.4.10. The Contractor's workshop shall contain a test lane that can be set up to simulate a manual toll collection lane, and a dedicated AVI lane.

14.5.4.11. The Contractor shall be required to simulate the COUNTY's lane configurations and ensure that proper testing shall be provided.

14.5.4.12. When testing involves a software change, the Contractor shall ensure that the testing is properly performed in accordance with a COUNTY-approved test plan to the extent that the lane equipment performs normally when the software installation is completed.

14.5.4.13. To ensure that the lane equipment is functioning normally, the maintenance personnel shall operate the standard diagnostic programs for lane equipment and communications with higher-level devices (i.e. Toll Host Computer, and Plaza Computer, CSC Computer, etc.).

14.5.4.14. The Contractor's Maintenance Liaison Leader's Office shall be located at the Contractor's Maintenance Depot.

14.5.4.15. The Maintenance Liaison Leader's office shall be equipped by the Contractor to effectively perform the maintenance services.

14.5.5. SECURITY OF COUNTY EQUIPMENT

14.5.5.1. The Contractor shall provide a secure, suitable environment for COUNTY equipment and materials, including but not limited to spares and repair parts (collectively, "Equipment").

14.5.5.2. See Section 14.4.1 for Maintenance Plan requirements.

14.5.5.3. See Section 11.3.6, Security, Loss Protection & Insurance for Parts & Equipment Inventory, in this Statement of Work.

14.5.6. LICENSES & SUPPORT RENEWALS

14.5.6.1. Any purchase of licenses or support renewals in the COUNTY's name shall be pre-approved by the COUNTY.

14.5.6.2. The Contractor shall submit complete documentation of proposed licenses and support renewals for COUNTY approval at least 15 business days prior to scheduled purchase.

14.5.6.3. Upon inquiry, the Contractor shall advise the COUNTY on the status of licenses and support renewals.

14.5.6.4. Contractor shall ensure appropriate and timely renewals for licenses and support.

14.5.6.5. Any late fees, damages, or penalties incurred by either party due to the Contractor's acts or omissions relating to the license and support process shall be the sole responsibility of the Contractor.

14.6. MAINTENANCE DOCUMENTATION

14.6.1.1. System Documentation for Maintenance - Drawings, Manuals, Etc.

14.6.1.1.1. All System documentation shall be updated to ensure that it reflects System modifications, and submitted no more than 30 days after the Hardware Warranty Period.

14.6.1.2. Library

14.6.1.2.1. The Contractor shall keep and maintain up-to-date from the start of Maintenance Services at the depot one full set of all toll System documentation in electronic format, including as-built drawings, maintenance and service manuals, computer manuals, training manuals, software documentation, spare parts lists and other data pertinent to the provision of the required maintenance services.

14.6.1.2.2. The Contractor shall provide to the COUNTY from the start of Maintenance Services one full set of all toll System documentation with updates in electronic format, including without limitation, as-built drawings, maintenance and service manuals, computer manuals, training manuals, software documentation, spare parts lists and other data pertinent to the provision of the required maintenance services.

14.7. MAINTENANCE ACTIVITY RECORDS & REPORTING

14.7.1. MAINTENANCE ACTIVITY LOGS & RECORDS

14.7.1.1. The Contractor shall maintain from the start of Maintenance Services current, accurate and complete records for all System Maintenance work (hardware and software) including those activities undertaken by the Contractor in connection with the Toll System Replacement Project utilizing the MOMS subsystem.

14.7.1.2. All such records of preventive, predictive, corrective and emergency maintenance shall be accessible to the COUNTY through the MOMS at any time at a minimum weekly or as otherwise requested.

14.7.1.3. The COUNTY reserves the right to visit any Contractor's office to review maintenance records related to the Project.

14.7.1.4. The records shall be organized and managed by MOMS in a way that allows easy and timely retrieval in electronic form by the COUNTY at any time.

14.7.1.5. All records are the property of the COUNTY and as such the COUNTY has the right to review and retrieve data and records at any time, in electronic or hard copy.

14.7.1.6. All records shall be subject to the COUNTY and State records retention requirements. See Appendix G.

14.7.1.7. In addition, the COUNTY shall have direct access to the Contractor's MOMS database and application.

14.7.2. MAINTENANCE REPORTING

14.7.2.1. The Contractor shall communicate with the COUNTY on activities being undertaken, progress being made, statistical analysis, recommendations, potential problem areas, and other timely topics. Communication can and should occur in many forms, including without limitation, those described below.

14.7.2.2. The Contractor shall provide the COUNTY with full access to the MOMS system at any time.

14.7.2.3. The Contractor shall also provide a real-time notification of maintenance events.

14.7.2.3.1. The type of event and method of notification shall be configurable as requested by the COUNTY.

14.7.2.4. It is of the utmost importance that the COUNTY receive regular periodic reports to document the status of the System and the work of the Contractor.

14.7.2.5. System Performance Report - Weekly

14.7.2.5.1. The Contractor shall compile and submit a weekly report including a description of System health, communications links load / capacity, component performance, and planned maintenance services.

14.7.2.6. System Performance Report - Monthly

14.7.2.6.1. The Contractor shall compile and submit with the monthly invoice, a monthly report to the COUNTY that summarizes the performance for each System/subsystem developed for the Toll System Replacement Project.

14.7.2.6.2. The report shall state all maintenance activities undertaken in the previous month and provide details of the spare items that have been used.

14.7.2.6.3. This report shall be submitted with the monthly Contractor invoice for maintenance activities.

14.7.2.7. Preventive Maintenance Report – On-Demand

14.7.2.7.1. The Contractor shall also make available to the COUNTY on-demand through the MOMS a report of current Preventive Maintenance activities.

14.7.2.8. Preventive Maintenance Report - Monthly

14.7.2.8.1. The Contractor shall also provide a schedule for the upcoming preventive maintenance activities on a monthly basis.

14.7.2.8.2. The Contractor shall submit a monthly report on the Preventive Maintenance Activities to include a comparison of scheduled versus actual preventive maintenance activities and any appropriate statistical analysis as described in Section 14.2.6, above.

14.7.2.9. Predictive Maintenance Report - Annual

14.7.2.9.1. The Contractor shall provide, at a minimum, an annual report to inform the COUNTY of the status of the major components of the System.

14.7.2.10. Corrective & Emergency Maintenance Report - Monthly

14.7.2.10.1. Contractor shall provide a monthly Corrective Maintenance Report showing activities undertaken, and statistical analysis including average Response and Repair Times as described in Section 14.3 Service Level Requirements, above.

14.7.2.11. Corrective & Emergency Maintenance Report - Annual

14.7.2.11.1. The Contractor shall provide an annual report on the comprehensive history and statistical analysis of maintenance tasks performed on the System, and the Contractor's performance relating to Response and Repair times as described in Section 14.3 Service Level Requirements, above.

14.7.2.12. For

14.7.2.13. Employee Fidelity Insurance Certification - Annual

14.7.2.13.1. The Contractor shall provide to the COUNTY its annual Employee Fidelity Insurance Certification.

14.7.2.13.2. The Contractor shall submit a report annually that shows a list of employees that have passed the Contractor's internal criteria and a certification that they are all covered by fidelity insurance.

14.7.2.13.3. The report shall be updated and submitted during the year any time an employee is added to the work force.

14.7.2.14. Background Checks & Drug-Testing Updates for Contractor personnel.

14.7.2.14.1. Upon COUNTY request, the Contractor shall submit periodic updates for any Contractor project personnel background checks or drug testing that occurred during the reporting period.

15. SUPPLEMENTAL WORK / OPTIONAL SERVICES

15.1. GENERAL

15.1.1.1. The COUNTY from time to time may procure and install new equipment, test vendor equipment and systems in the lanes, or add toll lanes and collection points.

15.1.1.2. The COUNTY may also from time to time need to reconfigure plaza lanes and the Contractor will be required to change the various lane configurations.

15.1.1.3. The Contractor may be required to perform work related to the support, engineering, maintenance (including emergency maintenance), modifications, growth and enhancement of all toll technologies owned and/or operated by the COUNTY or other authorized entity.

15.1.1.4. This work shall be considered Supplemental Work and may include, but not be limited to, the following:

15.1.1.4.1. Design

15.1.1.4.2. Software development

15.1.1.4.3. Infrastructure engineering

15.1.1.4.4. Engineering analysis

15.1.1.4.5. Procurement of hardware

15.1.1.4.6. Procurement of software

15.1.1.4.7. Testing

15.1.1.4.8. Fabrication

15.1.1.4.9. Prototype programs

15.1.1.4.10. Data collection activities

15.1.1.4.11. Installation

15.1.1.4.12. Reporting and documentation

15.1.1.5. New System features and enhancements shall be performed as Supplemental Work.

15.1.1.6. All Terms, Conditions and other technical and non-technical requirements of the Contract shall apply to any Supplemental Work unless / except as provided in the applicable Supplemental Agreement. Such requirements include the following without limitation:

15.1.1.6.1. Program Management

15.1.1.6.2. Quality Assurance

15.1.1.6.3. System Design & Development

15.1.1.6.4. Documentation

15.1.1.6.5. Integration & Installation

15.1.1.6.6. Testing and Acceptance

15.1.1.6.7. Training

15.1.1.6.8. Warranty

15.1.1.6.9. Maintenance

15.1.1.7. The COUNTY reserves the right at its sole discretion to acquire services as described in this Section from a third-party source.

15.1.1.8. The Contractor shall comply with the change control process and requirements as described in Section 4.2 of this Statement of Work.

15.1.1.9. New enhancements or changes to the System shall be delivered to all applicable elements of the System including without limitation, training system, testing systems, etc.

15.2. NEED & AUTHORIZATION

15.2.1.1. The need for Supplemental Work may be recognized by the COUNTY or other applicable entity, or through recommendations from the Contractor.

15.2.1.2. Upon recognition of the need by the Contractor, if the Contractor proposes changes, the Contractor shall submit a Needs Report to the COUNTY's Project Manager outlining the existing condition, the proposed change(s), and the condition of the System after implementing the change, costs estimates, a Work Plan and schedule for COUNTY approval.

15.2.1.3. The COUNTY will verify budgetary allocations for Supplemental Work prior to approval.

15.2.1.4. When these tasks are outside the scope of the Maintenance services, the COUNTY will request either of the following from the Contractor:

15.2.1.4.1. A price quote from the Contractor on performing the new/changed services with an appropriate credit for any deleted services

15.2.1.4.2. An estimate of hours by classification to complete the tasks on a time-and-materials basis.

15.2.1.5. The Contractor shall provide a Price Proposal upon request of the COUNTY based on the pay items established in the Contract

15.2.1.6. The Contractor shall prepare a Scope of Work and services for such requests that shall include a list of resources and costs involved.

15.2.1.7. The resources shall not include personnel dedicated to the normal support and maintenance efforts covered under this Contract unless prior approval is obtained by the Contractor from the COUNTY.

15.2.1.8. The COUNTY may require a Performance and Payment Bond from the Contractor for Supplemental Work.

15.2.1.9. The COUNTY will, upon approval of the Scope of Work and Services, issue a Notice to Proceed (NTP) to the Contractor authorizing the performance of the work.

15.2.1.10. Such NTP shall indicate that authorization has been received from the COUNTY as to availability of funds.

15.2.1.11. No work shall commence on Supplemental Work until an NTP has been issued by the COUNTY to the Contractor.

15.2.1.12. The COUNTY reserves the right to suspend work on any Supplemental Work at no cost or penalty to the COUNTY.

15.2.1.13. Costs for such work shall be based on negotiated lump sum or labor rates.

15.2.1.14. Unless otherwise agreed to in advance, all processes, standards and applicable codes, testing methodologies, and quality management, installation, maintenance, and warranty periods defined herein apply to any Supplemental Work performed by the Contractor.

15.3. SOFTWARE SUPPLEMENTAL WORK

15.3.1.1. The COUNTY may elect to use the Contractor to provide work related to future or existing toll collection system software: for all work; some of the work; or, none of the work.

15.3.1.2. The Contractor shall follow accepted industry standards and practices for code development as defined herein and the Contractor shall comply with all related the COUNTY coding standards, policies, and procedures.

15.3.1.3. The Contractor shall support the COUNTY and any third party contractor engaged in any software work.

15.3.1.4. All new System features, changes, modifications and enhancements shall be defined as software functionality and requirements not already defined in the Toll System Contract.

15.3.1.5. Any changes / modifications / enhancements performed by the Contractor shall adhere to the following software requirements without limitation:

15.3.1.5.1. Support the testing of third party changes and products including software code and hardware

15.3.1.5.2. Use COUNTY-approved standard message structure

15.3.1.5.3. Follow COUNTY-approved software control procedures and coding standards.

15.3.1.5.4. Follow all existing and future COUNTY procedures in Section 4.2 related to software development, change control process, testing, documentation, installation (deployment of the code to lanes or systems components), operation and maintenance, and Incident reporting procedures.

15.3.1.5.5. Develop all testing documentation and testing scenarios in accordance with the Master Test Plan, and submit them to the COUNTY for approval in accordance with the approved Work Plan and Schedule for the Supplemental Work.

15.3.1.5.6. Conduct testing in accordance with the approved Work Plan Supplemental Work and as required by the COUNTY.

15.3.1.5.7. Code shall be documented in accordance with documentation standards defined herein.

15.3.1.5.8. Any scripting language or command language files that are necessary to support or manage the targeted software module or process shall be resident in the code repository, as well as documentation of all software versions and any dependencies.

15.3.1.5.9. The designated code repository for the COUNTY will be the only source for software builds; therefore, any and all code, compiled or interpreted, third party or customized test or production, shall be resident in the repository.

15.3.1.5.10. Develop or update all user manuals and other appropriate documentation and submit to the COUNTY for approval in accordance with the approved Work Plan and Schedule for the Supplemental Work.

15.3.1.5.11. Installation of new software shall be done at a time that is least disruptive to internal users and customers.

15.3.1.5.12. Installation of new Software requires COUNTY approval.

15.4. HARDWARE, EQUIPMENT & MATERIALS FOR SUPPLEMENTAL WORK

15.4.1. HARDWARE, EQUIPMENT & MATERIALS

15.4.1.1. Upon authorization of a task requiring equipment and/or material for a Supplemental Work the Contractor shall submit to the COUNTY's Representative, for approval, complete lists of all materials, fixtures, equipment, appliances and accessories to be incorporated into the work, together with the manufacturer's name, address, costs, catalog numbers, trade names, ratings, capacities and a full description of them, prior to the articles being purchased.

15.4.1.2. The Contractor shall submit representative samples of the materials, fixtures, equipment, appliances and accessories that the Contractor intends to use for approval, whenever indicated or directed by the COUNTY.

15.4.1.3. Whenever materials, fixtures, equipment, appliances or accessories from previously approved sources of supply fail to perform as specified, the Contractor shall furnish satisfactory items from other approved sources.

15.4.1.4. Once obtained or procured, the Contractor shall enter any and all new elements into MOMS.

15.4.1.5. The Contractor shall document results of tests made during the manufacture and/or production of materials when new materials are added to the System and make available to the COUNTY.

15.4.1.6. Inspections and tests made at points other than the point of incorporation into the work shall not be considered as a guarantee of acceptance of any material or item.

15.4.1.7. A continued acceptance of materials or items, presumed to be similar to that upon which inspection and tests have been made, shall not be assumed.

15.4.1.8. Inspection and tests made by the COUNTY shall not relieve the Contractor or its suppliers or manufacturers of responsibility for quality control.

15.4.1.9. The Contractor shall also furnish such other detailed information, including drawings, regarding the various items upon request by the COUNTY or its designee.

15.4.1.10. A component part common to equipment or System units shall be the product of the same manufacturer unless otherwise approved by the COUNTY or its designee.

15.4.1.11. The Contractor shall be responsible for and guarantee all components, parts and materials provided for the Supplemental Work.

15.4.1.12. All material, equipment and supplies shall comply with the applicable standards and codes defined in this Statement of Work.

15.4.1.13. All materials, fixtures, equipment, appliances, accessories and components that are not in accordance with the specific standards and requirements will be rejected, unless otherwise approved by the COUNTY or its designee.

15.5. INSTALLATION SERVICES

15.5.1.1. All installation work required under these provisions shall be performed by skilled employees of the proper trades to the satisfaction of the COUNTY's Representative and any other authorities having jurisdiction over the particular type of work involved.

15.5.1.2. Electrical installations shall meet the requirements of all applicable codes and standards.

15.5.1.3. The Contractor shall be responsible for work of materials, equipment, fixtures and accessories and shall support the permitting process in accordance with Section 8.1.2, above.

15.6. FINAL ACCEPTANCE FOR SUPPLEMENTAL WORK

15.6.1.1. Upon completion of any Supplemental Work, the Contractor and the the COUNTY Project Manager shall perform a final inspection of the completed work.

15.6.1.2. Final Acceptance Criteria shall be developed by the Contractor and submitted to the COUNTY for comments/approval in accordance with the approved Work Plan and schedule for the Supplemental Work.

15.6.1.3. The Contractor shall have successfully completed all required acceptance testing in accordance with Section 9, as well as the COUNTY-approved test plans and other test documents for the Supplemental Work.

15.6.1.4. The Contractor, under the direction of the COUNTY designated representative, shall develop a punch list of all items not in compliance with the Contract documents.

15.6.1.5. The Contractor shall have thirty (30) calendar days from receipt of written notice to complete, repair, modify, or replace all items specified on the punch list, at no extra cost to the COUNTY.

15.6.1.6. When, upon final inspection by the COUNTY, the work for a special project is found to be completed satisfactorily, the COUNTY will give the Contractor written notice of acceptance of the work.

15.6.1.7. All Supplemental Work, upon acceptance, shall be provided with the same warranty and support terms as the base Contract.

Bob Sikes Bridge

Toll System Upgrade Project

PD 14-15.030

Request for Proposals

Version 1.0

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0. GENERAL SYSTEM

0.1. GENERAL

0.1.1. SCOPE OF THIS SECTION

0.1.1.1. The requirements described in this section apply globally to the entire System.

0.1.2. SYSTEM OVERVIEW

The Toll Collection System is an integration of subsystems that will be operated by the COUNTY, and interfaced to the systems of a third-party services provider(s) such as Florida's Turnpike Enterprise or the future Florida Centralized Customer Service System (CCSS) or equivalent.

The subsystems include in-lane toll equipment, toll Plaza subsystem / Toll Host subsystem (which could be either separated or combined); credit/debit card processing, back office toll account management and transponder inventory for COUNTY-hosted toll accounts, image processing subsystem (future capability); local back-office payment processing and account maintenance for COUNTY-hosted time-based (e.g. annual) Toll Passes; external interfaces with external third-party back office subsystems that will provide payment processing (and optional image processing) for electronic tolling from remotely-hosted toll accounts, post-paid invoiced tolling (e.g. Toll-By-Plate, Unpaid Toll Notices, etc.) payment, future collections and toll enforcement activities.

Note that for the purposes of this document, the System functionality is discussed in terms of three (3) functional levels, i.e. Lane, Plaza and Toll Host. However, the COUNTY would consider proposals that combine the Plaza and Toll Host together into a single Plaza/Host level, for an overall two-level system architecture.

0.1.3. SYSTEM ARCHITECTURE CONCEPT

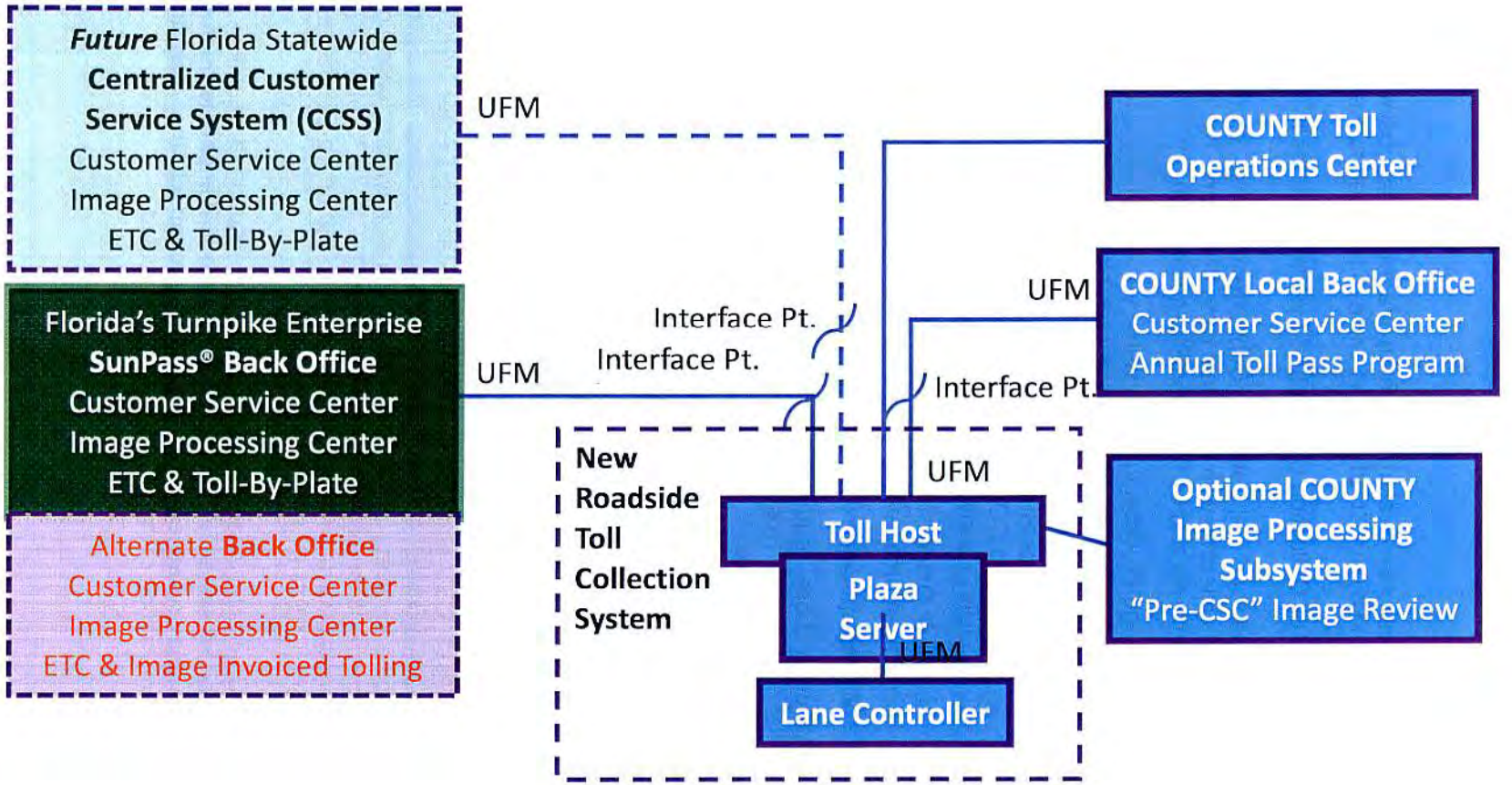
0.1.3.1. General

The Toll System Architecture is defined to consist of the following major elements:

- Roadside Toll Collection Subsystem (RTCS)
- Back Office Toll Account Hosting & Customer Service Center Subsystem (BOS/CSC) supporting the COUNTY Toll Pass program operations and administration
- Back Office Image Processing Subsystem (BOS/IPS) (future)
- Interface to external Back Office Subsystem (3rd-Party BOS) supporting ETC toll payment and hosted by a third-party toll payment processing services provider (SunPass® or other Florida ETC compatible toll system)
- Local Toll Operations Center (TollOC) Access

A conceptual diagram of the various components, interfaces and relationships within the toll collection System is shown in Figure IV.01.01 - Tolling System High-Level Architecture Concept. The details of the design would depend on the system integrator selected.

0.1.3.2. Figure IV.01.01 - Tolling System High-Level Architecture Concept



The toll collection System will be an integration of subsystems; some of which would be operated by the COUNTY and some outsourced to a third-party services provider.

The new Toll Collection System (the System) includes the following major elements:

- Roadside Toll Collection Subsystem for cash, credit/debit card and electronic toll collection with individual Lane, Plaza and Toll Host elements; or with Lane elements and combination Plaza/Host element
- Image Processing Subsystem - Lane level and future back office elements (for identifying customers not paying the toll with cash or transponder-based toll account)
- Back Office Subsystem with COUNTY Local Customer Service Center (CSC) for hosting COUNTY-hosted Annual Toll Pass accounts and managing the COUNTY's inventory of transponders.
- Back Office Subsystem and CSC for collections, toll payment processing and toll enforcement.
- Maintenance Online Management Subsystem (MOMS)

Although these requirements separately define the System requirements for the Plaza and Toll Host functionality, the COUNTY would consider the following alternative options:

- Separately locating the Plaza environment at the Bob Sikes Bridge Toll Plaza, and the Toll Host environment at the COUNTY Central Office Complex in Pensacola, or
- Combining the Plaza and Toll Host into one environment physically located at the Bob Sikes Bridge Toll Plaza

The new System will also be designed and equipped with external interfaces to integrate in the future with the third-party back office subsystems such as the SunPass® CSC and Image-Violation Processing Center (VPC) that would provide payment processing (and optional image processing) for electronic toll collection, post-paid invoiced tolling (e.g. Toll-By-Plate) payment, collection and enforcement activities. Ultimately, the current SunPass® CSC/VPC may be phased out, and the System will have an external interface with the future Centralized Customer Service System (CCSS) for the state of Florida.

The Contractor shall be responsible for ensuring a seamless migration from the Legacy toll system to the new System such that impact to operations is minimal and data and revenues are protected throughout the transition and after the implementation of the new System is completed.

0.2. SYSTEM CONCEPT

0.2.1. SYSTEM CONCEPTUAL ARCHITECTURE

0.2.1.1. The replacement Toll Collection System shall encompass the entire System from the in-lane devices, to the Lane Controller hardware and software, to the Plaza/Host (or separate Plaza and Toll Host), for all lanes and plazas with certain exceptions as noted later in the document.

0.2.1.2. The Plaza Subsystem shall consist of a Plaza computer interfacing with toll lanes and the Toll Host.

0.2.1.3. The Plaza subsystem shall provide for single-lane channelized-flow toll lanes supporting both cash and electronic toll collection (transponder and image-based vehicle identification)

0.2.1.4. All lanes shall be configured to collect tolls in any combination of, or all of the following payment modes:

0.2.1.4.1.1. AVI/Cash/PC (Payment card)/License Plate-based toll collection

0.2.1.4.2. All lanes shall be configured to collect tolls in any combination of, or all of the following operational modes:

0.2.1.4.2.1. Dedicated AVI - Transponder AVI + with or without license-plate based toll collection with or without attended Cash/PC/UPCT, and with or without gate operations.

0.2.1.4.2.2. Attended MLT/AVI (Cash/PC Manual + Transponder AVI + with or without license plate-based toll collection, and with or without gate operations.)

0.2.1.4.2.3. Unattended UPCT/AVI (Payment Card Terminal + Transponder AVI + with or without license plate-based toll collection, and with or without gate operations.)

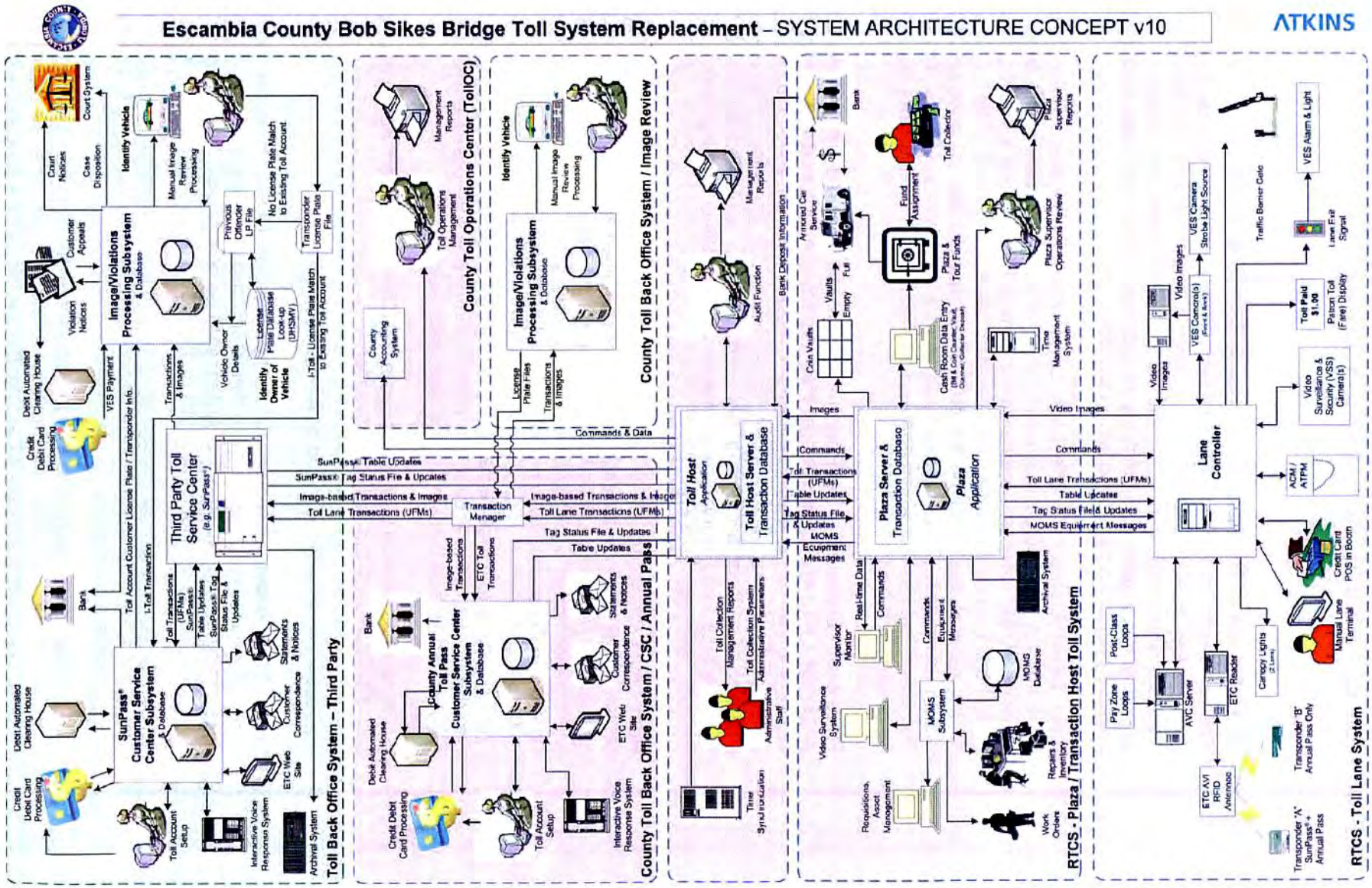
0.2.1.4.2.4. Mixed mode MLT/UPCT/AVI (Cash-Manual + Unattended Payment Card Terminal + Transponder AVI + with or without license plate-based toll collection, and with or without gate operations.)

0.2.1.5. The Back Office Image Processing Subsystem and (CSC) Subsystem for hosting and maintaining COUNTY Toll Pass accounts will internally interface directly with the Plaza/Host (or Toll Host).

0.2.1.6. The Plaza/Host (or Toll Host) will be equipped with external interfaces to the Florida's Turnpike Enterprise (FTE) SunPass System and also the future Florida Centralized Customer Service System (CCSS) or equivalent. These external interfaces will enable data transfer via contractor-provided web

services messages for payment processing from 3rd-Party-hosted SunPass/license plate-based toll accounts and for image processing for Image tolling for SunPass toll accounts, violation processing, Toll-by-Plate collections, and toll enforcement.

Figure IV.02.01, below, illustrates the Conceptual System Architecture and is provided for information only.


Escambia County Bob Sikes Bridge Toll System Replacement – SYSTEM ARCHITECTURE CONCEPT v10
ATKINS
Toll Back Office System – Third Party
County Toll Back Office System / CSC / Annual Pass
County Toll Back Office System / Image Review
RTCS - Plaza / Transaction Host Toll System
RTCS - Toll Lane System
Third Party Toll Service Center
Image/Violations Processing Subsystem & Database
SunPass® Customer Service Center Subsystem & Database
County Toll Operations Center (TollOC)
Toll Host Server & Transaction Database
Plaza Server & Transaction Database
Lane Controller
Transaction Manager
Toll Host Application
Plaza Application
Commands & Data
Commands
Toll Lane Transactions (UFMs)
Tag Status File & Updates
Table Updates
Video Images
Bank
Archival System
Interactive Voice Response System
Toll Account Setup
Credit Debit Card Processing
Debit Automated Clearing House
Customer Correspondence
Statements & Notices
ETC Web Site
Toll Collection Management Reports
Toll Collection System Administrative Parameters
Administrative Staff
Time Synchronization
Audit Function
Management Reports
Toll Operations Management
County Accounting System
Toll Collector
Plaza & Tour Funds
Cash Room Data Entry
Time Management System
Plaza Supervisor Operations Review
Plaza Supervisor Reports
Armored Car Service
Fund Assignment
Vaults
Empty
Full
Coin Vaults
Real-time Data
Supervisor Monitor
Video Surveillance System
MOMS Subsystem
MOMS Database
Requisitions, Asset Management
Repairs & Inventory
Work Orders
Post-Class Loops
Pay Zone Loops
AVC Server
ETC Reader
ETC AVI RFID Antennae
Transponder "A" SunPass® + Annual Pass
Transponder "B" Annual Pass Only
Canopy Lights
Manual Lane Terminal
Credit Card POS in Booth
ACM / ATPM
Video Surveillance & Security (VSS) Camera(s)
Toll Paid $1.00
Patron Toll (Fare) Display
Lane Exit Signal
VES Alarm & Light
Traffic Barrier Gate
VES Camera Strobe Light Source
VES Camera(s)
Video Images
Court System
Court Notices
Case Disposition
Identify Vehicle
Manual Image Review Processing
Customer Appeals
Violation Notices
Previous Offender LP File
No License Plate Match to Existing Toll Account
Transponder License Plate File
Vehicle Owner Details
License Plate Database Look-up (DHSMV)
Identify Owner of Vehicle
I-Toll - License Plate Match to Existing Toll Account
VES Payment
Transactions & Images
Toll Account Customer License Plate / Transponder Info.
I-Toll Transaction
Toll Transactions (UFMs)
SunPass® Table Updates
SunPass® Tag Status File & Updates
Image-based Transactions & Images
Toll Lane Transactions (UFMs)
Image-based Transactions
ETC Toll Transactions
Bank Deposit Information
Images
Commands
Toll Transactions (UFMs)
Table Updates
Tag Status File & Updates
MOMS Equipment Messages
Video Images
Toll Lane Transactions (UFMs)
Table Updates
Tag Status File & Updates
MOMS Equipment Messages
Credit Debit Card Processing
Debit Automated Clearing House
Toll Account Setup
Interactive Voice Response System
Archival System
Bank
Customer Appeals
Violation Notices
Identify Vehicle
Manual Image Review Processing
Transactions & Images
Vehicle Owner Details
Identify Owner of Vehicle
Transactions & Images
Management Reports
Toll Operations Management
Bank
Toll Collector
Fund Assignment
Plaza Supervisor Operations Review
Plaza Supervisor Reports
Video Images
Video Surveillance System
Post-Class Loops
Pay Zone Loops
Canopy Lights
Manual Lane Terminal
Credit Card POS in Booth
ACM / ATPM
Toll Paid $1.00
Patron Toll (Fare) Display
Lane Exit Signal
VES Alarm & Light
Traffic Barrier Gate
Transponder "A" SunPass® + Annual Pass
Transponder "B" Annual Pass Only

0.2.2. OVERVIEW OF ROADSIDE TOLL COLLECTION SUBSYSTEM

The Roadside Toll Collection Subsystem (RTCS) would have three functional tiers (from lowest level to highest): Lane level, Plaza level and Toll Host level. As indicated previously, depending on the overall System requirements, it may be desirable to combine the functions of the Plaza and Host tiers (two and three) physically into a single second tier (Plaza/Host).

Lane Level Elements - The Lane Level would be centered around the Lane Controller (LC) computer, a processor that would collect data from various in-lane sensor devices, process the data creating the toll transaction and send it up to the central toll Transaction Host computer (via the Plaza server). The LC would also control other in-lane devices that provide feedback to the toll collector and/or the motorist customer. The LC would also receive data from the central Toll Host and Plaza processor(s) that would enable it to make decisions and carry out other data processing activities.

Plaza Level Elements - The Plaza Level would be centered around the Plaza-level processor. All Lane Controllers at the toll plaza would report to the Plaza, which would report up to the central Toll Host. The Plaza processor would provide Plaza Level functionality to support cash management; toll operations management and supervisory support; accounting and audit; security, controlled access to facilities and systems, and surveillance; maintenance on-line management subsystem (MOMS); and other support.

Host Level Elements - The Toll Host Level would be composed primarily of the central Toll Host computer and database. If combined with the Plaza processor, this functionality would likely reside at the toll plaza; but if kept separate from the Plaza, it would be located at a "Toll Operations Center" (TollOC) at the County Central Office Complex in Pensacola away from the Bob Sikes Bridge toll plaza.

The Toll Host would receive transaction messages from the Lane Controllers through the Plaza server (if in a three-tier configuration), process, post them to the proper account and archive them in the Toll Host database.

Maintenance On-line Management System (MOMS) subsystem health alarms would be transmitted up to the Toll Host for action.

Non-cash toll transactions would be handled as follows:

- Transponder-based transactions linked to valid COUNTY annual Toll Pass accounts would be posted to their respective Toll Pass accounts. Once integrated to SunPass the system shall be configured to allow or not allow Toll Pass transitions to be sent on the CCSS or back office third party.
- Transponder-based transactions linked to valid authorized interoperable toll accounts (non-COUNTY) would be sent to the appropriate host agency for payment processing.
- Image-based transactions would be sent to the local BOS for image processing, and then checked against the Positive List(s) for COUNTY Toll Passes and the Positive List from the interoperable agencies. If matched to a

Positive List, they would be handled as the appropriate transponder. If no Positive List match is found, the image-based transaction would be sent for payment processing to a local or external 3rd-party payment processor.

The Toll Host would interface and share data with the external 3rd-party-hosted Back Office CSC System supporting ETC payment via SunPass® or other similar system so that Toll Pass transponder transactions can be properly processed by the ETC Back Office System described below.

The Toll Host would receive incoming files from both Back Office CSC Systems and relay relevant data to the Plaza and on to the Lane Controllers for their operations. Such incoming files would include such data as, valid transponder positive lists; license plate lists; hot lists for chronic toll evaders, Amber Alerts, etc.; toll rate schedules; time clock synchronization data; security and access control files from the internal and external Back Office Subsystems.

In the event that communication with the (remote) Toll Host is lost, transaction data would be stored locally (at the Lane or Plaza), and once communication is restored, the data would be automatically be transmitted to the Toll Host (and then Back Office Subsystems).

0.2.3. Overview of Back Office Toll Account Hosting & Customer Service Center Subsystem

The Back Office Toll Account Hosting & Customer Service Center (CSC) Subsystem would support the COUNTY's time-based (annual) Toll Pass program administration, customer Toll Pass account set-up and administration, data processing, records and reporting. The BOS/CSC would maintain records of COUNTY-hosted Toll Pass accounts and provide to the Toll Host current positive lists of valid transponders and license plates for transmission to the Lane Controllers. Customers and Customer Service Representatives (CSRs) would access the BOS/CSC to establish, monitor the status of, maintain, renew and close Toll Pass accounts. Managers would access the BOS/CSC for reporting and management functions.

0.2.4. Overview of Back Office Image Processing Subsystem

The Back Office Image Processing (IPS) Subsystem would support the manual review of captured images to identify the license plate number/states of vehicles that passed through the toll lanes. This would support the collection of toll revenue when no cash payment is made at the toll booth; when no valid transponder is read; when special events operating mode is active; or when other unusual occurrence is detected by the System.

Vehicle identifications made by the IPS System would be transmitted to the Toll Host for posting and then forwarded on to the appropriate Back Office Subsystem for matching with valid toll accounts for image tolling, or post-payment collection, or toll enforcement.

0.2.5. Overview of Back Office Toll Enforcement Center Subsystem (Optional Future Element)

The Back Office Toll Enforcement Center (TEC) Subsystem would support the payment, collection and enforcement of unpaid tolls due from customers (identified by image-based transactions) who have not paid with cash at the toll booth; or via a valid pre-paid toll account (e.g. Toll Pass); or via a Toll-By-Plate invoice.

NOTE: This functionality may be outsourced by the COUNTY at its discretion to a 3rd-Party collections & enforcement services provider, such as Florida's Turnpike Enterprise (FTE)/ SunPass® or the Florida Centralized Customer Service System (CCSS) or other collection entity.

If this functionality is administered by the COUNTY, the TEC would receive unpaid / uncollected toll transactions that have been returned from the 3rd-Party Back Office System via the Toll Host. The System would then support the administration of the collection process according to COUNTY policy and business rules, which may include, without limitation, the tracking the status of transactions in collection, identification of contact details for the non-paying customer, production and issuance of documents required for this process.

If deemed "uncollectable" by the COUNTY, the transactions may then at the COUNTY's discretion move on into the enforcement process involving the court system. The System would support administration of the enforcement process according to COUNTY policy and business rules, which may include, without limitation, tracking the status of transactions in the enforcement process, and production and issuance of documents required for this process.

0.2.6. Overview of 3RD-Party Back Office System for Hosting 3RD-Party Toll Accounts, DHSMV License Plate Look-up & Toll-By-Plate Invoiced Payment Services (External Interface Only)

In order for the COUNTY to accept payment from 3rd-Party-hosted SunPass toll accounts, or be able to outsource the functions for image processing, invoiced tolling, payment processing, collections and toll enforcement, the Toll Host must interface with an external Back Office installation hosted by a 3rd-party toll payment processing services provider, such as Florida's Turnpike Enterprise (FTE)/ SunPass® or the Florida Centralized Customer Service System (CCSS).

Non-cash toll transactions (transponder or image-based) created in the toll lane would be collected by the Toll Host, checked against a positive list of valid COUNTY annual Toll Pass transponders and license plates. If the transponder/license plate does not match an annual Toll Pass, the transaction would be sent to the external Back Office Subsystem for ETC or Toll-By-Plate payment processing, and if necessary toll enforcement.

The external Back Office Subsystem would provide valid ETC transponder positive lists to the COUNTY's Toll Host for distribution to the Lane Controller. The external Back Office would provide transaction payment records in the form of files and amendments to the UFM to the Toll Host for reconciliation of payment claims.

0.2.7. TOLL OPERATIONS CENTER (TOLLOC)

The Toll Operations Center (TollOC) workstation(s) would interface with the Toll Host to support toll operations management by the COUNTY. It would provide dashboards, and reporting for management and accounting audit functions for toll plaza traffic and revenue data, annual Toll Pass program, payment and violation processing data, etc. It would also provide for management control, oversight and administration of the toll system operations. Remote monitoring of both tolling back office and field operations would be supported.

0.3. SYSTEM-LEVEL GENERAL & FUNCTIONAL REQUIREMENTS

0.3.1. SYSTEM AUDITABILITY REQUIREMENTS

0.3.1.1. The System shall be fully auditable and reconcilable, from/to the Toll Host / Plaza Host and to/from the Lane and Plaza Subsystems.

0.3.1.2. The Toll Host shall be fully auditable and reconcilable from/to the COUNTY CSC/TEC and (via the system interface) the SunPass® CSC, and future CCSS.

0.3.1.3. The System shall provide a sufficient amount and quality of data and reports documenting the toll revenue collection process to provide a comprehensive, effective and efficient audit trail.

0.3.1.4. The System shall provide for reconciliation of aging data as received from the local Back Office, and from the SunPass® CSC, and future CCSS

0.3.1.5. Audit status, metrics and details and shall be presented on authorized user screens via Dashboard tools complete with graphics, and drill down details.

0.3.1.6. The audit trail documentation shall be easily accessible, printable and easily human-readable.

0.3.2. SYSTEM RELIABILITY REQUIREMENTS

0.3.2.1. The System shall be designed with sufficient redundant tiers of data storage, and processing capability to handle various failures in such a way that the likelihood of revenue loss is minimized.

0.3.2.2. The System shall utilize component redundancy, where practical, to meet or exceed the reliability requirements. Such measures may include, without limitation, such things as dual power supplies in Lane Controllers, dual Lane Controllers in AVI-Only lanes, etc.

0.3.3. TIME SYNCHRONIZATION REQUIREMENTS

0.3.3.1. All System equipment shall synchronize System time with a vendor-supplied central time source to be identified during the design phase using Network Time Protocol (NTP).

0.3.3.2. Time references shall be NTP compliant and sourced through Atomic Clock, Internet sources, cellular or GPS.

0.3.3.3. All network switches and components shall support Simple Network Time Protocol (SNTP) to synchronize date/time to all other System subsystems and components.

0.3.3.4. Time synchronization shall include all systems and subsystems to ensure that all transaction and event times in are reported consistently.

0.3.3.5. The System shall automatically handle time changes to/from Daylight Savings Time automatically without the need for user interaction.

0.3.3.6. The System shall automatically handle time changes to/from Leap Year automatically without the need for user interaction.

0.3.4. INTEROPERABILITY REQUIREMENTS

0.3.4.1. The initial system implementation shall support AVI readers which allow for backward compatibility of the existing Toll Pass (3M IDentity FLEX) transponders; the addition of ISO 18000, 6C GEN 2 EPC Class 1 GEN 2 (6C) transponders for Toll Pass; and a migration path to transact with to SeGo SunPass®, and IAG E-ZPASS transponders, as well as the Toll Pass 6C Transponders. The IDentity FLEX transponders will be phased out of service. The Contractor may provide an alternative path that is cost beneficial to the COUNTY and supports long term goal of interoperability with SunPass.

0.3.4.2. The System shall fully support the Florida interoperability requirements as defined in the State of Florida Interoperability Technical Interface Specification document. See Appendix C.

0.3.4.3. When communicating with third parties, the System shall use a Universal Financial Message (UFM) and UFM amendments that are consistent with Florida Turnpike Enterprise requirements for financial transactions.

0.3.4.4. The System shall be able to receive and use Positive List (Transponder List, POSI List) files, which are data files of toll transponder numbers and related data hosted by the COUNTY and/or other interoperable toll agencies on configurable frequency of distribution based on updates and of list elements or complete list replacements.

0.3.4.5. Transponder Lists, License Plate lists and real time updates shall generated and be received by the Toll Host from the 3rd-party SunPass System, and from the CCSS once it is implemented.

0.3.4.6. The lists and updates shall be logged for retention, and transmitted by the Toll Host to the lanes.

0.3.4.6.1. The System shall provide for Transponder List which include real-time updates to identify which transponders, if read by the System, are valid for payment purposes.

0.3.5. System Access & Security Requirements

0.3.5.1. See Section 7, Security, Access & Storage Requirements.

0.3.6. System Back-up & Archive

0.3.6.1. The System shall include standard backup systems solutions.

0.3.6.2. The backup systems shall include all modules and databases associated with the Toll Host/Plaza Host and BOS.

0.3.6.3. The System shall provide an automatic archive capability with a separate archive server.

0.3.7. Disaster Recovery Requirements

0.3.7.1. The Contractor shall develop a comprehensive Disaster Recovery Plan and subsequent Disaster Recovery Procedures for the System, including the following without limitation: Toll Host/Plaza Host, Lanes, BOS, Databases, CSC element, Image Processing Subsystem, Payment Processing, Collections, Toll Enforcement and other System elements, which will be reviewed and approved by the COUNTY.

0.3.7.2. After the BOS project is deployed and tested, the Contractor shall implement its Disaster Recovery solution and shall test the System accordingly.

0.3.7.3. The Contractor shall maintain the disaster recovery database.

0.3.7.4. For any system degradation or loss event, when the Toll Host subsystem is restoring operations, the Toll Host shall re-synchronize all data transfers to/from the Plaza and/or lanes.

0.3.7.5. Uploading of transactions accumulated at the Lane Controllers or Plaza during periods when communication was compromised with the Toll Host, shall not reduce the ability of the Toll Host to load all near real-time transactions.

0.3.7.6. In the event of a Toll Host failure, the recovery strategy must provide a method to restore the Toll Host to the pre-failure condition on equipment in the backup site within the time requirements indicated in Section 9, Performance Measurement Requirements.

0.3.7.7. Tier 1 systems must be duplicated at a back-up site(s). The COUNTY will house the back-up site(s) at COUNTY provided facilities.

0.3.8. Interface & Communication Protocol Requirements - Open & Non-Proprietary

0.3.8.1. All interfaces and communication protocols delivered by the Contractor as part of the Project shall be clearly documented, open and non-proprietary.

0.3.8.2. The Contractor shall provide Interface Control Documentation (ICD) for all interfaces including internal and external.

0.3.9. DATA TRANSMISSION REQUIREMENTS

0.3.9.1. The System shall incorporate verification, retransmission and error handling procedures for all internal and external interfaces to ensure the accuracy, completeness, and reliability of data transmissions.

0.3.9.2. All data transmissions shall be accomplished in near real time unless otherwise specified.

0.3.9.3. All data transmissions shall be in a non-proprietary format.

0.3.10. DATA RETRIEVAL REQUIREMENTS

0.3.10.1. The System shall provide an interface (hardware and software) to automatically load information retrieved from the Lane Controllers and /or Plazas to the Toll Host.

0.3.10.2. In the event that automatically the Contractor shall also provide an interface (hardware and software) which shall allow for the manual extraction and loading of information.

0.3.10.3. Manually loaded transactions shall be noted as such without changes to any original messages retrieved from the System and such that it is not duplicated in the System.

0.3.10.4. When data is needed on another authorized device it shall be copied to the other device, and not moved.

0.3.11. DATA PROCESSING LOGGING REQUIREMENTS

0.3.11.1. The System shall maintain for audit and reporting purposes a comprehensive log of all file transfers, including interim updates.

0.3.12. SYSTEM-WIDE E-MAIL CAPABILITY

0.3.12.1. The BOS Host shall provide System-wide electronic mail (e-mail) capabilities consistent with the COUNTY's e-mail system.

0.4. SYSTEM-LEVEL SOFTWARE REQUIREMENTS

0.4.1. SOFTWARE STANDARDS

0.4.1.1. The COUNTY currently uses the following software products:

- SEQUEL Sever 2012
- WINDOWS
- vSphere

0.4.1.2. In case of a conflict between the COUNTY Software Standards and these requirements, the Contractor shall immediately notify the COUNTY.

0.4.1.3. In case of a conflict, the COUNTY reserves the right at its sole discretion to waive or to not waive its Software Standards.

0.4.2. COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE REQUIREMENTS

0.4.2.1. System software shall, as much as possible, be COTS.

0.4.2.2. To the extent possible, all COTS software shall be available from a second source.

0.4.2.3. All COTS software shall be of the latest version available at the time of the Detailed Design Review.

0.4.2.4. The Contractor shall provide the COUNTY with the valid license agreements and available media for all COTS products.

0.4.2.5. The COUNTY shall have the right to use the COTS software for any COUNTY purpose on any and all computers and other devices on which the COTS software is licensed.

0.4.3. OPERATING SYSTEM REQUIREMENTS

0.4.3.1. The Toll Host, Plaza and Lane-based operating systems shall be COTS products which at a minimum, without limitation, provide multi-user, multi-tasking, multi-threading, and 64-bit support.

0.4.4. DATABASE MANAGEMENT SYSTEM (DBMS) REQUIREMENTS

0.4.4.1. The COUNTY shall own all data associated with the System.

0.4.4.2. The Contractor shall also provide to the COUNTY all database schema and layouts.

0.4.4.3. The System shall provide the COUNTY or its contractor with the ability to have read/write access directly to the System database.

0.4.4.4. All licenses shall be transferred for ownership by the COUNTY.

0.4.5. System Application Software Requirements

0.4.5.1. The System software shall be configurable to the extent possible in order to support the COUNTY's operational needs without requiring programming changes to the software.

0.4.5.2. The configuration parameters shall be defined and documented during the Design process.

0.4.5.3. Where applicable, parameters shall have default values that shall be provided by the COUNTY.

0.4.5.4. The System shall be configurable to support the addition or reduction of toll lanes to accommodate future growth without software modifications.

0.4.6. Graphical User Interface (GUI) Standards Requirements

0.4.6.1. The design of any browser-based GUI shall follow accepted industry human factors engineering design standards for ease of readability, understandability, menu driven operations, capability for user customization and configuration of the screens.

0.4.6.2. The COUNTY requires adherence to Section 508 of the Americans with Disabilities Act and the Florida Civil Rights Act for all GUI implementation.

0.4.7. Transaction Data Format & Storage Requirements

0.4.7.1. Transaction information shall be stored in a non-proprietary format.

0.4.7.2. Transaction information must be stored so that it is retrievable from any device in the reporting chain

0.4.7.3. Transaction data sent to and received from FTE must be in the approved UFM format.

0.4.8. Guaranteed Messaging Protocol Requirements

0.4.8.1. All data and events generated at the roadside and intended for transmission to the Toll Host environment shall be transmitted immediately using a guaranteed messaging protocol.

0.4.8.2. The COTS guaranteed messaging protocol shall adhere to open standards.

0.4.9. System Message Type Requirements

0.4.9.1. The System messages shall be of the following basic types:

0.4.9.1.1. Universal Financial Message (UFM)

0.4.9.1.2. UFM amendments

0.4.9.1.3. Event messages

0.4.9.1.4. MOMS messages

0.4.10. MESSAGE IDENTIFICATION (ID) REQUIREMENTS

0.4.10.1. All System messages must be identified by a message ID and description that is unique and clearly defined within all appropriate subsystem documentation.

0.4.10.2. The message identification shall indicate the type of message being sent, such as UFM, specific MOMS message(s) or event messages, etc.

0.4.10.3. The message ID and content shall be documented in the ICD.

0.4.11. MESSAGE SEQUENCE NUMBER & TRACKING REQUIREMENTS

0.4.11.1. The System shall uniquely identify each and every message generated by the System over the life of the System.

0.4.11.2. The System shall be able to accommodate number series large enough to ensure uniqueness for each message over the expected life of the System.

0.4.12. UNIVERSAL FINANCIAL MESSAGE (UFM)

0.4.12.1. The UFM shall serve as a single message to record the passage of a vehicle at a toll collection point; and to identify the toll payment method used, system status, and/or unusual events that occur in the Lane.

0.4.12.2. The UFM shall be created using eXtensible Markup Language (XML).

0.4.12.3. The UFM message shall meet the requirements for the UFM Lane message type commonly used by Florida interoperable toll agencies at the time of System design.

0.4.12.4. The Contractor shall make any changes to the message type as necessary to maintain conformance to that standard during the life of the Contract.

0.4.12.5. The content, format, layout and details of the message shall be reviewed, refined, and finalized with the COUNTY, and any interoperable partners during System design. (Appendix B includes a list of UFM identifiers or data elements currently used in the FTE UFM.)

0.4.12.6. The original content generated when a UFM is created shall be preserved and never be modified.

0.4.12.7. Amendment appendages to the original UFM shall be used to include changes that result from post-processing or reconciliation.

0.4.12.8. UFMs in the Toll Host shall be retrievable and usable by other subsystems.

0.4.13. EVENT MESSAGES

0.4.13.1. The system shall create, transport, act upon, and store all event messages associated with the System components action, operator actions, and system interfaces.

0.4.14. MOMS MESSAGES

0.4.14.1. Lanes, Plaza and the Toll Host / Plaza Host shall be integrated with MOMS and report all appropriate maintenance monitoring and equipment status related events and alarms.

0.5. SYSTEM-LEVEL HARDWARE REQUIREMENTS

0.5.1. SYSTEM HARDWARE STANDARDS

0.5.1.1. The COUNTY currently uses the following hardware:

- Cisco UCS Servers running virtual machines
- Cisco C-Series rack servers

0.5.1.2. Dell workstationsIn case of a conflict between the COUNTY's System Hardware Standards and these requirements, the Contractor shall immediately notify the COUNTY.

0.5.1.3. In case of a conflict, the COUNTY reserves the right at its sole discretion to waive, or to not waive its Hardware Standards.

0.5.2. HARDWARE COTS REQUIREMENTS

0.5.2.1. System hardware shall, as much as possible, be COTS and available from second sources.

0.5.2.2. All hardware units shall incorporate standard commercial components.

0.5.3. HARDWARE DESIGN REQUIREMENTS

0.5.3.1. The equipment components shall be consistent throughout the System.

0.5.3.2. All hardware shall be of the latest design available as of Detailed Design Approval.

0.5.3.3. Equipment shall be modular in nature, hot swappable, and support plug and play operations with minimum field changes or tuning required and without requiring the use of specialized tools, to the extent possible.

0.5.3.4. The hardware shall adhere to human factors engineering design standards to allow access to and/or replacement of components, connectors, test points and indicators.

0.5.3.5. All replacement units shall be physically and electrically interchangeable with other units of the same function with no adjustments other than normal alignment and configuration settings.

0.5.4. OWNER FURNISHED HARDWARE REQUIREMENTS

0.5.4.1. The System shall allow for utilize owner-furnished workstations including computers, monitors, mouse, cables, and printers based on COUNTY-approved specifications provided by the Contractor.

0.5.4.2. The Contractor shall transport, install, integrate, set-up, configure, etc. the owner-furnished devices as required to be properly and completely operational as part of the System.

0.5.4.3. At the COUNTY's request, the Contractor shall assist and provide a complete listing of hardware components with suitable information such that COUNTY may purchase hardware COTS components if it is in the COUNTY's best financial interests. Should the COUNTY purchase components, the Contractor shall also provide a schedule for equipment availability, configuration, installation, and maintenance services on all COUNTY purchased equipment.

0.5.4.4. Use of owner-furnished equipment shall not be considered a waiver of the System performance and requirements.

0.5.5. HARDWARE DATA STORAGE REQUIREMENTS

0.5.5.1. The System shall provide data storage for each toll System component that provides a balance between reliability, availability, performance and capacity and that protects against loss of tolling data due to unrecoverable (sector) read errors, as well as whole disk failures.

0.5.5.2. The Contractor shall utilize appropriate technology and methodology to accomplish the required system data protection.

0.5.5.2.1. This data protection shall include use of RAID 5 systems or equivalent as approved by the COUNTY, and could include other such technologies to reliably recover from single or multi-point failures with no data loss.

0.6. SYSTEM-LEVEL ELECTRICAL REQUIREMENTS

0.6.1. EQUIPMENT ELECTRICAL REQUIREMENTS

0.6.1.1. The Contractor-provided equipment and installation shall be in compliance with the National Electrical Code (NEC) defined in the applicable codes and standards in this Contract.

0.6.1.2. Where required, all electrical equipment and components shall be certified by Underwriters Laboratory (UL).

0.6.2. UNINTERRUPTED POWER SUPPLY (UPS) REQUIREMENTS

0.6.2.1. All toll-related equipment shall be UPS-protected with a minimum of two (2) hours of full operation.

0.6.2.2. UPS shall be provided and installed in existing facilities with all wiring and installation as necessary in accordance with electrical codes.

0.6.2.3. UPS shall be provided and installed for:

- Centralized UPS unit for the toll plaza, capable of accepting power input from commercial power and generator
- Host server at the Escambia County Public Works Building
- SRIA customer service center workstations

0.6.2.4. The UPS system provided for the toll plaza and host server shall be capable of being monitored via Simple Network Monitoring Protocol (SNMP).

0.6.2.5. A MOMS alert shall be generated whenever any of the following occurs:

0.6.2.5.1. UPS begins to power equipment

0.6.2.5.2. UPS battery level reaches a configurable low point

0.6.2.5.3. UPS is no longer under battery power

0.7. SYSTEM-LEVEL INTERFACE REQUIREMENTS

0.7.1. INTERFACE CONTROL DOCUMENTATION (ICDS)

0.7.1.1. All interfaces shall be documented in Interface Control Documents (ICDs) and delivered to the COUNTY as part of the System Design process.

0.7.2. SYSTEM INTERFACE WEB SERVICES REQUIREMENTS

0.7.2.1. All interfaces to new systems shall be through web services where possible.

0.7.2.2. Interfaces to external systems shall be through web service where possible.

1. LANE-LEVEL SUBSYSTEM

1.1. DESCRIPTION OF SUBSYSTEM

The Lane-level Subsystem (Cash + Electronic) supports toll lane revenue collection operations where traffic is required to pass through individual channelized toll lanes separated by physical island structures at toll plaza facilities.

The Lane-level subsystem constitutes the lowest tier of the three-tier Roadside Toll Collection System (RTCS) System conceptual architecture (Lane, Plaza, and Toll Host).

The Lane-level Subsystem (Cash + Electronic) will be configured for any one of several typical lane types that provide for different operational modes of toll collection as conditions warrant and policy dictates. These lane types include various combinations of Cash-Manual (Manual Lane Terminal (MLT)), Payment Card Terminal (PCT), and dedicated Transponder-based Automated Vehicle Identification (AVI). All lanes will be capable of processing transponder-based transactions. All lanes will be capable of using image-based vehicle identification and/or traffic barrier gates for toll enforcement.

The Lane-level Subsystem – Cash + Electronic includes several functional components, including, but not limited to the following:

- Lane Controller
- Automated Vehicle Detection, Separation & Classification (AVC)
- Automated Vehicle Identification (AVI) – Reader and Transponders
- In-Lane Image Capture & Processing
- Cash – Manual Toll Collection (e.g. manual lane terminal (MLT) and receipt printer)
- Payment Card Terminal Toll Collection (PCT) - point-of-sale card-swipe and touch pad device for credit or other payment cards that may be accessible by the customer from within their vehicle and the toll collector in the booth.
- Customer Information & Other In-lane Devices (e.g. Patron Toll Display (PTD), and Traffic Signal)
- Traffic Barrier Gates
- Transaction Video Audit System (TVAS)

1.2. LANE-LEVEL SUBSYSTEM REQUIREMENTS

1.2.1. GENERAL

1.2.1.1. The Lane-level Subsystem shall be capable of supporting operations in any and all of the supported lane configuration types (MLT/AVI/PCT;

UPCT/AVI, dedicated AVI/MLT/PCT or MLT/PCT/UPCT/AVI) with no performance degradation; or hardware, software or System design changes required.

1.2.2. Payment Methods by Lane Configuration Type Requirements

1.2.2.1. All lane types shall configured accept one or any multiple combination of the toll payment methods.

1.2.2.2. Payment methods include: Cash, coins, travelers checks, COUNTY Toll Pass AVI, SunPass AVI, interoperable AVI, payment (credit/debit) cards, and other approved magnetic stripe cards

1.2.3. Lane Operational Mode Requirements

1.2.3.1. Lane operational modes shall include "Open," "Closed," "Standby," "Special Events" and "Maintenance" modes.

1.2.3.1.1. "Open" mode is used for full normal toll collection revenue operations. The toll plaza canopy light is switched to green, all vehicles passages are recorded and all data is collected for toll transactions. All toll transactions are posted to the appropriate revenue accounts and are counted for financial reporting.

1.2.3.1.2. "Closed" mode is used when the toll lane is closed to all traffic and not open for toll collection revenue operations. The lane will record any vehicle passages that may occur during a closed condition.

1.2.3.1.3. "Standby" mode is intended for use in such cases such as when a toll collector shift changes, and one toll collector relieves another. The lane is not fully shut down to "Closed" mode, but the System closes to traffic and does not process traffic while the toll collectors log off / log on to the System. In Standby mode, the System turns the canopy light from green to red and tracks any vehicles that may pass through the toll lane when tolls are not being collected.

1.2.3.1.4. The "Special Events" mode is generally intended for use during special events of expected high traffic volumes when maximum through-put is necessary and the payment of tolls during that time period will be handled by a party(ies) other than the motorist customer. "Special Events" mode shall allow traffic to pass through the toll lane. Each vehicle passage shall generate a toll transaction record, but no toll will be collected. The System shall account for the toll revenue due from the traffic processed during the time period of special event operations.

1.2.3.1.5. "Maintenance" mode is intended to support the conduct of System maintenance activities where it is necessary to diagnose or test "Maintenance" mode shall allow the lane to process vehicle traffic for testing and diagnostic purposes during a time when maintenance activities are being conducted. Transactions generated in Maintenance

mode are not posted as revenue or violations, and are not included as revenue transactions.

1.2.3.2. All lanes' modes shall be able to be controlled locally from the Lane terminal and remotely from the Plaza.

1.2.3.3. A Toll Collector shall be able to change the lane mode from "Open" to "Standby" or "Closed" using the MLT.

1.2.3.4. All lane types shall support the use of traffic gates, either in the operational condition (up/down) or in the locked up position.

1.2.3.5. The System shall enable Special Events mode to be invoked remotely from the Plaza (for all lane types).

1.2.3.6. When in Special Events mode, the Lane Controller shall be capable of:

1.2.3.6.1. Operating without an attendant

1.2.3.6.2. Turning the canopy light green (if lane is equipped)

1.2.3.6.3. Disabling the in-lane image capture (configurable)

1.2.3.6.4. Creating transactions for all vehicles but toll rate field shall be zero dollars ($0)

1.2.3.6.5. Continuing to count vehicles and separate vehicles for accurate transaction process

1.2.3.6.6. Changing the PTD to display a configurable message

1.2.3.6.7. Reporting on who changed the lane to Special Events mode and when.

1.2.3.6.8. Disabling the in-lane violation light and buzzer

1.2.3.6.9. Keeping the traffic gate in an "up" position.

1.2.3.6.10. Keeping the transaction signal "green."

1.2.3.7. When a lane is put into Special Events mode, the System shall automatically close any open toll collector tour in that lane, but the lane shall be Open and fully operational.

1.2.3.8. Authorized users shall have the ability (locally and remotely) to open a lane in Maintenance mode.

1.2.3.9. When in Maintenance mode, the lane shall process transactions normally but the transactions shall be flagged as Maintenance mode transactions.

1.2.3.10. Transactions occurring while a lane is in Maintenance mode shall be reported separately in any revenue or traffic reports.

1.2.4. TOLL TRANSACTION CREATION REQUIREMENTS

1.2.4.1. The Lane-level Subsystem shall create a transaction message that results in a UFM format for all vehicle passages at each toll lane.

1.2.4.2. The Lane Subsystem shall accurately track the vehicle as it moves through the toll lane.

1.2.4.3. The Lane-level Subsystem shall be able to accommodate and properly "frame" each transaction such that one unique transaction is created for each separate vehicle or vehicle / trailer / towed vehicle combination.

1.2.4.4. The Lane-level Subsystem shall be able to detect all motorized vehicle types and process the proper payment for all vehicles that pass through the lane.

1.2.4.5. The Lane-level Subsystem shall be able to accurately process and create a transaction for all payment methods.

1.2.4.6. The Lane-level Subsystem shall at all times be able to accurately correlate each transponder to the vehicle carrying it, including a late or early transponder read in the vicinity of the roadside toll payment zone for a single lane.

1.2.4.7. The transaction message shall include, without limitation, all device status, vehicle speed (if known), transponder list and active rate table identifiers, and any other pertinent data as determined during the design phase.

1.2.4.8. The toll rates shall be the same for all vehicle types, but may vary based on the payment types

1.2.4.8.1. The Lane subsystem shall determine the expected toll based on the payment types (e.g. Toll Pass, non-revenue, SunPass, cash, Credit/debit card, and video) and the active toll rate schedule and mode of operations.

1.2.4.9. The transaction message shall include, without limitation, all possible toll amounts that could apply to the vehicle based on all possible payment types and the active toll rate schedule.

1.2.5. SOFTWARE REQUIREMENTS

1.2.5.1. The Lane Subsystem shall have a scalable architecture to allow growth of the transponder base population up to a minimum of sixty (60) million without modifications to the software.

1.2.5.2. There shall be one version of Lane software that will work for all lane configurations.

1.2.5.3. The Lane software shall be capable of being deployed in any lane in the toll System after configuration for all method(s) of collection and operation.

1.2.6. HARDWARE REQUIREMENTS

1.2.6.1. All lane equipment, where sufficient space exists and is appropriate, shall be rack-mounted.

1.2.6.2. All roadside equipment shall be remotely accessible and configurable through MOMS or some other component of the System.

1.2.6.3. All roadside equipment shall be in compliance with all applicable Federal Communications Commission's (FCC) radio frequency emission and protection requirements.

1.2.6.4. All roadside equipment shall meet all relevant safety codes identified in the applicable codes and standards. This includes, but is not limited to, the use of physical barriers to protect personnel from exposure to dangerous voltage levels.

1.2.6.5. Where applicable, lane equipment and its installation apparatus shall be easily configurable to adjust for variable vertical and horizontal geometrics, roadway cross-slope, and super elevated segments of the roadway, and pavement conditions.

1.2.7. ENVIRONMENTAL REQUIREMENTS

1.2.7.1. All Lane subsystem equipment (where possible) shall fit within the existing temperature controlled rooms in the plaza buildings, or the Contractor is to provide an appropriate environmental enclosure to operate outside the plaza buildings within the toll environment.

1.2.7.2. The lane equipment mounted in the roadside environment shall be mounted in a NEMA 4X enclosure and meet all requirements of this document.

1.2.7.3. Existing NEMA enclosures are available for reuse at the Contractor's option; however, this allowance shall not constitute any waiver of other requirements herein.

1.2.7.4. The lane equipment shall operate in an ambient (external to the cabinet) temperature range of 0 degrees Fahrenheit to 130 degrees Fahrenheit in full sun or shade, with a relative humidity from 5 to 100% if located outside of a controlled environment, and 5% to 95% non-condensing if in an enclosure.

1.2.7.5. Any equipment located within an enclosure shall operate within 90% of the component's normal operating level.

1.2.7.6. The roadside equipment installed outside a facility or booth shall be able to withstand 3000 PSI pressure washing.

1.2.7.7. Shocks and vibrations expected in a normal toll road environment shall not impact equipment operations, reliability or accuracy.

1.2.7.8. Proof of environmental certification shall be provided during the design process.

1.2.7.9. The Lane Subsystem components shall meet the testing requirements intended to meet or exceed environmental conditions expected in the local tolling environment, including salt spray.

1.2.8. System Interface Requirements

1.2.8.1. All peripheral devices shall communicate via an Ethernet interface or programmable logic controller where feasible, or approved equivalent.

1.2.8.2. All interfaces between the Toll Lane (Lane-level) and Plaza devices including message structure shall be documented in Interface Control Document (ICD).

1.3. Lane Controller Component

1.3.1. Description of Component

The Lane Controller is the primary data processor and controller of Lane-level functions for revenue collection and traffic operations. Its key function is to generate toll transactions by accurately processing data from other Lane components or devices.

The Lane Controller receives data from all lane-level sensor devices that detect the presence and position of a vehicle passing through the toll lane; from those devices that detect physical attributes about the vehicle; detect and register the receipt of cash toll payments; detect and register the receipt of payment card payments; those that capture RFID or image data used to identify the vehicle for non-roadside payment; and those devices that detect the actions and commands of the human Toll Collector.

The Lane Controller enables and helps control the process to open or close a toll lane, or place it in "Standby" condition by controlling the in-lane devices, including the red / green overhead signals mounted on the plaza canopy above each toll lane.

The Lane Controller controls the message shown to the motorist on the Patron Toll Display (PTD) and color of the in-lane Transaction Signal to indicate the status of the toll transaction as events occur in the lane.

The Lane Controller also determines when a vehicle exits the toll lane. If the Lane Controller determines that an improper transaction has occurred, possibly due to

insufficient payment, with no valid transponder read for identification, or other such condition, the Lane Controller if configured to do so, will trigger the retention of a captured image of the vehicle so it can be identified for post-payment either as a violation or invoiced plate-based transaction, and audit.

The Lane Controller supports plaza operations management by providing data relative to System operations and performance, and receiving commands from the Plaza and/or Toll Host to support such System functions as operations, management, audit and security activities.

The Lane Controller also functions as part of the MOMS subsystem providing data relative to System health and performance, and receiving commands to support system maintenance activities.

The Lane Controller stores transaction and other data and transmits it to the Plaza and Toll Host in near-real-time.

1.3.2. FUNCTIONAL & PERFORMANCE REQUIREMENTS

1.3.2.1. All Lane Controllers, regardless of lane type, shall generate a transaction record that results in a UFM for every toll transaction, whether cash, payment card, AVI, image/possible violation, or exception.

1.3.2.2. The Lane Controller shall accept without interruption in operations, multiple data downloads, such as complete transponder status files (positive lists or Transponder Lists), and related incremental status updates in real time; and multiple toll rate tables from the Toll Host or remote network devices that have appropriate security privileges.

1.3.2.3. The Lane Controller shall be able to read data from and write data to portable storage media devices.

1.3.2.4. The Lane Controller shall be able to remotely download updates to its configuration tables via a network and via a local service TCP/IP port by authorized personnel.

1.3.2.5. The Lane Controller remote operations shall provide a failsafe mechanism that will protect against inadvertently updating any configuration files, software or other transactions remotely.

1.3.2.6. The Lane Controller shall record and retain the version and identifier of the data downloads, the identity of the person who conducted the download and the start and end time stamps.

1.3.2.7. The Lane Controller shall be externally controlled from authentication nodes on the network such as the Plaza Subsystem and/or Toll Host.

1.3.2.8. The Lane Controller shall be capable of determining and processing toll rates that vary by type of payment.

1.3.2.9. The Lane Controller shall read and write transponder information indicated in the interface specifications provided by the AVI equipment supplier.

1.3.2.10. The System shall have the ability to correctly process multiple transponders in a vehicle.

1.3.2.11. The System shall assign payment to the transponder(s) in the following order:

1.3.2.11.1. Valid home agency transponder (e.g. COUNTY Toll Pass, etc.)

1.3.2.11.2. Valid interoperable agency transponder

1.3.2.12. If no valid payment method is detected, the System shall create an image-based transaction.

1.3.2.13. The Lane Controller shall report all events and messages created regardless of the operating mode of the lane (e.g., Open, Closed, Standby, Special Events, Maintenance, etc.).

1.3.2.14. The Lane Controller shall report to the MOMS at a configurable time interval the ambient within the equipment enclosure.

1.3.2.14.1. The temperature shall be reported based on a configurable upper or lower threshold and generate an alarm via MOMS when the thresholds are exceeded.

1.3.2.15. Application of appropriate Lane Controller settings and/or configurations shall be updated, logged and tracked with an automatic process and documented in the MOMS.

1.3.2.16. The Lane Controller shall support the functionality to operate (open/close) a lane traffic gate remotely from the booth, or if no booth is present in the lane, from the booth in the adjacent lane.

1.3.2.17. The Lane Controller shall function accurately regardless of whether the lane has a gate in operation or not.

1.3.2.18. The Lane Controller shall have sufficient performance capability to handle all Lane processes.

1.3.2.19. The Lane Controller shall monitor its own health and remove data in accordance with COUNTY data retention requirement

1.3.2.20. The controller shall be capable of supporting the payment card (credit/debit) point of sale device integrated to a payment processor.

1.3.3. SOFTWARE REQUIREMENTS

1.3.3.1. The Lane Controller software shall support future upgrades to processors, memory, storage and operating system.

1.3.3.2. The Lane Controller application software shall be configurable.

1.3.3.3. The Lane Controller application software shall be customizable by authorized users via defined configuration values determined during the design process with discussion with the COUNTY.

1.3.3.4. Lane Controller software shall support multiple lane type options, and changes among those without software modifications.

1.3.4. HARDWARE REQUIREMENTS

1.3.4.1. The Lane Controller shall provide sufficient data storage capacity to meet all operational requirements.

1.3.4.2. The Lane Controller shall provide ports as necessary to support authorized local maintenance activities.

1.3.4.3. The Lane Controller components shall utilize opto-isolation and required COTS Transient Voltage Surge Suppression (TVSS) devices within the Lane Controller to protect the Lane Controller from failures associated with electrical surge.

1.3.4.4. The Lane Controller shall contain the latest generation of processors available as of the date of Detailed Design Approval.

1.3.5. System Interface & Communications Requirements

1.3.5.1. The Lane Controller shall transmit all transactions, images, diagnostic messages, or other maintenance information via a local secure port and network connection.

1.3.5.2. All Lane Controllers shall use TCP/IP, or approved equivalent.

1.3.5.3. All inbound and outbound transmissions to and from the Lane Controller shall use a guaranteed message protocol that uses open standards at the application layer.

1.3.5.4. The System shall not overwrite or move any data from the Lane Controller when it is retrieved manually or automatically, and shall make a local copy of all transactions prior to moving data to another authorized device.

1.4. Vehicle Detection Components

1.4.1. Description of Component

The vehicle detection component collects sensory data about a vehicle when it enters, passes through and exits the toll lane. The System senses when a vehicle enters the toll lane to trigger the creation of a transaction. The System senses the location of the vehicle as it passes through the lane to trigger other lane toll collection activities such as for the receipt of payment; and to capture an image of the vehicle. The System collects sensory data about the location of the vehicle so the lane controller can accurately determine which vehicle a transaction is associated with. Finally, the System senses when the vehicle clears the end of the toll payment zone as it exits the toll lane and, as appropriate, triggers closure of the traffic gate.

The County toll rate is flat rate regardless of the number of axles or vehicle type.

1.4.2. VEHICLE DETECTION REQUIREMENTS

1.4.2.1. The vehicle detection component shall determine any and all motorized vehicle presence in the toll lane, accurately delineate each vehicle passing through the lane, and accurately separate vehicles.

1.4.2.2. The vehicle detection system shall accurately detect and trigger other components that support the toll transaction including image capture, gate operations and associated transaction processing.

1.4.2.3. All motorized vehicle types shall be detected including motorcycles and vehicles with any axle configuration up to nine (9) axles regardless of the classification or type of hitch

1.4.2.4. Towed vehicles connected by a hitch shall be classified as single vehicle.

1.4.2.5. The vehicle detection component shall operate within the existing toll lanes at the toll plaza with minimal modifications to physical structures, including but not limited to islands, pavement, toll plaza canopy, or toll booths.

1.4.2.6. The Contractor shall be responsible for all installation costs, and any damage associated with vehicle detection component integration and installation.

1.4.2.7. Should in-pavement installation be required the methods and materials used by the Contractor shall be submitted for approval by the COUNTY in as part of the installation plan.

1.4.2.8. A vehicle pulling a trailer or towing another vehicle shall constitute a single vehicle.

1.4.3. HARDWARE REQUIREMENTS

1.4.3.1. All vehicle detection hardware shall be consistent in terms of make, model, version, configuration, capability, performance, etc. across the toll System for all lanes that classify and/or detect vehicles.

1.5. AUTOMATED VEHICLE IDENTIFICATION (AVI) - RFID COMPONENTS

1.5.1. DESCRIPTION OF COMPONENT

The Automated Vehicle Identification (AVI) – RFID (radio frequency identification) enables the identification of customer vehicles associated with an authorized pre-paid toll accounts, for the payment of tolls from those toll accounts. The AVI component uses an RFID transponder device mounted on the customer vehicle for identification of the vehicle. The transponder is associated with the Customer's toll account. The Contractor is to provide readers and transponders as part of this Contract.

Acceptable transponder devices are only those issued by the COUNTY for the Toll Pass accounts, or by a COUNTY-authorized 3rd party entity host of toll accounts

under the Florida Toll Interoperability Agreement. The AVI functionality will be phased in to allow for the backward compatibility of existing IDentity FLEX (2PSK) transponders with new ISO 18000 6C Toll Pass transponders; then migration away from the IDentity FLEX (2PSK) transponders, and compatibility with SunPass® interoperable protocol transponders (SeGo FL, NC, TX, GA). The Contractor is required to coordinate with RFID manufacturers to ensure a RFID migration path that does not require multiple installations of readers to achieve these results. The COUNTY will consider other migration paths that allow for SunPass and are cost effective for the COUNTY.

The COUNTY intends to use multi-protocol AVI reader devices that are able to properly function, and not interfere with the SeGo protocol and other protocols required by the Florida toll interoperability. Accepted protocols are subject to change in the future.

1.5.2. RFID READER AVI REQUIREMENTS

1.5.2.1. An AVI reader and antenna (components) shall be functional in each toll lane.

1.5.2.2. The AVI components shall be able to properly read, and utilize all transponder types accepted by the COUNTY, including internally- and externally-mounted transponders on any vehicle(s) in the toll lane.

1.5.2.3. If more than one transponder is present in a vehicle, the AVI component shall have the ability to accurately read and properly process multiple transponders that are compliant with Florida interoperability requirements.

1.5.2.4. The reader should be the multi-protocol 3M 6204 RFID Reader, or equivalent functionality, consistent with a migration path which includes existing Toll Pass transponders and future SunPass transponders.

1.5.2.5. The System shall be able to successfully read, and as required by interoperability requirements write, and report all transponder page data as necessary, for the following transponder protocols without limitation:

1.5.2.5.1. Phase 1

1.5.2.5.1.1. IDentity Flex by 3M/Sirit (legacy transponders to be phased out)

1.5.2.5.1.2. New Toll Pass transponders (ISO 18000 6C) or similar so as not to interfere with SunPass operations

1.5.2.5.1.3. SeGo (if possible with the reader selected, in the case the County in initially interoperable with SunPass)

1.5.2.5.2. Phase 2

1.5.2.5.2.1. New Toll Pass transponders ISO 18000 6C or similar so as not to interfere with SunPass operations

1.5.2.5.2.2. SeGo (SunPass, EPASS, LeeWay and other interoperable transponders administered by FDOT (NC, TX, GA and others accepted by FTE),

1.5.2.5.2.3. Potentially IAG (EZPASS)

1.5.2.6. The System shall be able to detect and report all unsuccessful reads or write backs, as well as all error checking between the transponder and all critical events within the AVI component and Lane subsystem.

1.5.2.7. The overall Lane subsystem implementation shall be designed to avoid, at a minimum, the following AVI errors:

1.5.2.7.1. Vehicle shadowing resulting in a missed read

1.5.2.7.2. Cross lane reads of other transponders or reads by AVI equipment in adjacent lanes

1.5.2.7.3. Multiple or missed AVI transactions due to bumper-to-bumper plaza traffic

1.5.2.7.4. Duplicate transactions (charges) to a single transponder

1.5.2.8. The AVI Components shall be able to buffer at least 10,000 time-stamped messages.

1.5.2.9. In the case of loss of communications between the Lane Controller and AVI component, when communications are restored, all AVI buffered time-stamped messages shall be processed in the order they were received by the Lane and Plaza subsystems: and transactions shall be created for processing and automatically sent to the Toll Host.

1.5.2.10. The Lane Subsystem shall provide for remote control of the AVI component including power cycles, reboots and complete power off by authorized users.

1.5.2.11. The AVI component shall continuously perform diagnostics and report its health to the Lane Controller and MOMS.

1.5.2.12. Loss of communication or failure of any element of the AVI component shall be immediately detected and transmitted to the MOMS as a loss of communication or element failure as applicable.

1.5.3. RFID TRANSPONDER REQUIREMENTS

1.5.3.1. The Contractor shall provide passive Transponders for the Toll Pass program meeting the ISO 18000, 6C GEN 2 EPC Class 1 GEN 2 (6C) transponders for Toll Pass and interoperable with the provided readers, unless otherwise acceptable alternative is approved by the COUNTY.

1.5.3.2. Transponders shall be OmniAir OCS (OmniAir Certification Services) certified, unless otherwise accepted by the COUNTY.

1.5.3.3. Transponders shall be of the following form factors:

1.5.3.3.1. Non-transferable windshield mount decal transponders

1.5.3.3.2. Transferable windshield mount transponders

1.5.3.3.3. Headlamp mount transponders for motorcycles

1.5.3.3.4. External license plate transponders

1.5.3.4. The transponder shall have printed information on it that includes the following.

1.5.3.4.1. Escambia County color logo

1.5.3.4.2. Transponder number, numeric and bar coded, associated with a Toll Pass account

1.5.3.4.3. Contact information for Toll Pass service center (phone and web address)

1.5.3.5. Transponders shall be shipped with complete manifest information and ready to be inventoried into the back office system with Contractor provided barcode readers

1.5.3.6. Transponders shall include all hardware, attachments, cleaners, and instructions suitable for customers understanding distribution

1.5.3.7. Transponders shall have a one (1) year warranty for full replacement against manufacturing defect.

1.5.3.8. Transponders shall not be impaired or damaged by UV or IR light exposure either within or exterior mounted.

1.5.3.9. Exterior mounted transponders shall be sealed so as not to permit any liquid or solid elements to enter the transponder case.

1.5.3.10. Transponders shall have an operational temperature range from -40 degrees to +85 degrees Celsius.

1.5.4. Automated Vehicle Identification (AVI) Lanes

1.5.4.1. AVI equipment shall be in all lanes, and shall operate the same in each lane type.

1.5.4.2. AVI lanes shall be capable of operating with or without any other lane payment equipment types.

1.5.4.3. AVI lanes shall support stop-and-go traffic, as well as non-stop AVI lane traffic up 50 mph.

1.5.4.4. AVI lanes shall be able to operate with a traffic gate that opens upon fare payment, or with a gate that remains locked in the "up" position (either software locked or key locked).

1.5.5. Software Requirements

1.5.5.1. All AVI components shall utilize the same software version for all lanes with specific requirements for a lane type achieved through configuration changes.

1.5.6. Hardware Requirements

1.5.6.1. All AVI component hardware shall be the same for all lanes.

1.5.6.2. AVI readers shall be multi-protocol configured in multi-protocol, as approved by the COUNTY.

1.5.6.3. The AVI components must provide full coverage on all travel lanes through a toll plaza.

1.5.6.4. The Lane Subsystem must support adjustments to the antenna quantities and placements based on the final roadway configuration at the toll plaza.

1.5.6.5. Setup and configuration of the AVI equipment shall be achieved remotely and shall not require lane closure except for major tuning of the lane, when initially installed, or when a reader or antenna is replaced.

1.6. In-Lane Toll Collection – Attended Cash / Manual Component

1.6.1. Description of Component

Cash tolls must be physically collected from the customer, accounted for, and secured, before they can be transported to the toll plaza for deposit into the secure vault.

The Toll Collector must be able to input certain information and take certain actions as part of the roadside cash toll collection process. As a high-level summary in general terms, the Toll Collector must begin and end the shift/tour by logging-on and

logging-off of the System and changing the lane status to "Open," "Standby," or "Closed."

A transaction is automatically initiated when the vehicle is detected in the lane by the AVC component, but in the next step, the Toll Collector will independently identify the classification of the vehicle and input it into the System via the MLT. The resulting toll rate may or may not be shown to the Toll Collector on the MLT and to the motorist on the PTD outside the toll booth. If the customer pays cash to the Toll Collector, the Toll Collector inputs the amount at the MLT. The MLT then indicates the amount of change to be provided, if any. When the correct toll is paid, the Toll Collector inputs that, and "Toll Paid" is shown on the MLT and the PTD. If the customer pays the Toll Collector with a credit card, the Toll Collector inputs that to the MLT and then swipes the credit card at the point-of-sale (POS) device in the booth to initiate the credit card payment. Upon authorization as a valid credit card transaction, "Toll Paid" is shown on the MLT and the PTD.

If the customer requests a transaction receipt or driving directions to certain local destinations, the Toll Collector can request one via the MLT.

The MLT provides the GUI for communications between the Toll Collector and the Lane Controller. The receipt printer provides a record of the transaction and other hardcopy information for the customer. A panic button shall be provided in a concealed accessible location for emergency "Help" request notification to toll supervisory / management staff and '911" service.

1.6.2. MANUAL LANE TERMINAL (MLT) REQUIREMENTS

1.6.2.1. Access to an MLT shall require authentication.

1.6.2.2. The MLT shall provide a GUI application for authorized staff to manually input or verify parameters for all vehicles and associated transactions.

1.6.2.3. All MLT GUI display elements will be simple and intuitive.

1.6.2.4. MLT display requirements shall be finalized during the design development and testing phase through collaboration with the COUNTY.

1.6.2.5. The MLT GUI shall provide immediate feedback to the user.

1.6.2.6. The MLT GUI shall be configurable.

1.6.2.7. The MLT shall display at a minimum, but without limitation, the following:

1.6.2.7.1. Display Fields

1.6.2.7.1.1. Employee ID

1.6.2.7.1.2. Time & Date (Synchronized with the System)

1.6.2.7.1.3. Current Lane Status (Open/Standby/Closed)

1.6.2.7.1.4. Current Canopy Light Color (Red/Green)

1.6.2.7.1.5. Current Lane Transaction Signal Color (Red/Green)

1.6.2.7.1.6. Special Events Status

1.6.2.7.1.7. Last Vehicle Transaction Status

1.6.2.7.1.8. Toll Amount Due

1.6.2.7.1.9. Cash Received

1.6.2.7.1.10. Change Amount Provided Credit Payment Accepted

1.6.2.7.1.11. Credit Payment Denied

1.6.2.7.1.12. Payment Type Made

1.6.2.7.1.13. Beach Surf Flag Status (Green, Yellow, Red, Double Red, Purple)

1.6.2.7.2. Buttons / Dropdown Menus for Data Input or Commands (Dropdown menu in lieu of buttons where appropriate)

1.6.2.7.2.1. Touch Screen Numerical Key Pad for Data Input

1.6.2.7.2.2. All Vehicle Classes (with single default classification)

1.6.2.7.2.3. All manually selected Exception Codes (e.g. unusual occurrences) (or drop-down menu)

1.6.2.7.2.4. All Payment Methods (e.g. cash, non-revenue, violations, etc.) (or drop-down menu)

1.6.2.7.2.5. Common Currency Denominations (or drop-down menu)

1.6.2.7.2.6. Print Receipt command

1.6.2.7.2.7. Print "No Funds Slip" command

1.6.2.7.2.8. Clear Transponder Cross-Lane Read command

1.6.2.7.2.9. "Begin Standby" – Lane "Standby" Operational Mode command (turns canopy light Red)

1.6.2.7.2.10. "End Standby" – Lane "Standby" Operational Mode command (turns canopy light Green)

1.6.2.7.2.11. Cash or Tour Funds Pick-up command

1.6.2.7.2.12. Begin Tour command

1.6.2.7.2.13. Begin Relief Tour command

1.6.2.7.2.14. End of Relief Tour command

1.6.2.7.2.15. End of Tour command

1.6.2.7.2.16. Driving Directions to Frequent Destinations (drop-down menu, configurable)

1.6.2.7.2.17. Exception Codes

1.6.2.7.2.18. Open Traffic Gate in this lane

1.6.2.7.2.19. Lock Gate Open in this lane

1.6.2.7.2.20. Open Traffic Gate in adjacent lane

1.6.2.7.2.21. "Help" command

1.6.2.7.3. Toll Collector Cash or Tour Fund Pick-ups

1.6.2.7.4. Toll Collector Tour/Shift Management

1.6.2.8. The MLT GUI shall be designed to support the COUNTY's manual toll collection functions including, without limitation, the following basic functions:

1.6.2.8.1. The Toll Collector either enters the number of axles for cash transactions, or skips the axle entry which defaults the axle count to two (2) axles.

1.6.2.8.2. The Toll Collector collects the payment (Cash, Credit, other) and, as appropriate, touches a "Toll Paid" button.

1.6.2.8.3. The System shall then compare vehicle classification registered by the Toll Collector with vehicle class determined by the AVC, and note any differences in the UFM.

1.6.2.9. The MLT shall be able to operate with or without cash received in the lane.

1.6.2.10. The MLT shall provide feedback to the Toll Collector when an AVI transponder has been read in the lane.

1.6.2.10.1. When a valid AVI transponder is read in an MLT lane, no action shall be required by the Toll Collector.

1.6.2.10.2. When an invalid AVI transponder is read in an MLT lane, the MLT shall display a message such as "Invalid AVI" and the PTD shall display a "No Funds" message.

1.6.2.11. The MLT shall provide an interface for authorized staff to select Exception Code types to be recorded in the System for exceptions in the lane.

1.6.2.12. The MLT shall provide a button / pull down menu to record Exception Codes in the System for exceptions in the lane. This requirement shall be configurable.

1.6.2.13. The MLT Exception Code drop-down menu shall be configurable and capable of accommodating at least twenty (20) Exception Codes including, some which will be decided during the design phase collaboration with the COUNTY, others will be reserved for later configuration.

1.6.2.14. The MLT shall be capable of printing of a No Funds Slip when an "Under Payment" transaction (i.e. payment is less than the toll) is registered.

1.6.2.15. The MLT shall provide functionality for registering a "Cash or Tour Fund Pickup" by generating an event message and providing two printed receipts for the transaction.

1.6.2.16. The MLT shall support a "Standby" mode of lane operations that is triggered when the Toll Collector presses a "Begin Standby" button on the MLT.

1.6.2.17. Pressing the "Begin Standby" button shall turn the canopy light color to red.

1.6.2.18. The MLT shall support the operational requirements for beginning a Toll Collector tour or shift. The process includes the following steps:

1.6.2.18.1. Toll Collector logs in on the MLT's touch screen keypad.

1.6.2.18.2. Toll Collector presses the "Start of Tour" button.

1.6.2.18.3. Toll Collector presses the "End Standby" button to turn the canopy light color to green.

1.6.2.19. The MLT shall support the operational requirements for ending a Toll Collector tour or shift. The process includes the following steps:

1.6.2.19.1. Toll Collector presses the "Begin Standby" button to turn the canopy light color to red.

1.6.2.19.2. Toll Collector presses the "End of Tour" button.

1.6.2.19.3. Toll Collector enters his/her ID on the MLT's touch screen keypad.

1.6.2.20. The MLT shall support relief tour functionality to accommodate Toll Collectors who take over during staff breaks.

1.6.2.21. The MLT shall be configurable by location to limit the maximum denomination of currency accepted.

1.6.2.22. MLT Hardware Requirements

1.6.2.22.1. The MLT shall display VGA colors.

1.6.2.22.2. THE MLT shall have an appropriate point-of-sale credit card device or double direction magnetic swipe reader so as to appropriately transact in a secure method with credit cards and other magnetic stripe cards.

1.6.2.22.3. The MLT shall support automatic illumination upon vehicle detection or collector activity and shall be dimmed during periods of inactivity with a configurable time to make inactive.

1.6.2.22.4. The MLT shall be housed in a suitable NEMA-rated enclosure that protects the MLT from spills, dust, humidity and normal vibrations caused by vehicles passing through the lane in a toll environment.

1.6.2.22.5. The MLT stand shall be fully adjustable and the MLT shall be mounted in a way such that no part of the screen is obstructed by the stand. The stand shall be mountable in the booth and adjustable in the X,

Y and Z coordinate plane and shall rotate around an axis point on the MLT.

1.6.2.22.6. The MLT stand shall be adjustable by staff without tools.

1.6.2.22.7. The MLT stand bracket shall be robust and sturdy and shall support frequent adjustment as would be expected in a shift oriented toll collection environment.

1.6.2.23. System Interface Requirements

1.6.2.23.1. The MLT shall be integrated with the Lane Controller via TCP/IP protocol or COUNTY-approved equivalent.

1.6.3. Receipt Printer Requirements

1.6.3.1. Each In-Lane Toll Collection – Cash / Manual component shall be equipped with an industrial-quality, very high reliability, receipt printer, which shall be a separate unit from the MLT.

1.6.3.2. The receipt printer shall be able to print paper receipts for various toll Lane functions including, but not limited to, the following:

1.6.3.2.1. Toll Transaction Receipt

1.6.3.2.2. Insufficient Funds Notice instructions ("No Funds Slip") for no funds and under-payment.

1.6.3.2.3. Toll Collector Cash Pick-up / Tour Fund Receipt

1.6.3.3. The Lane subsystem shall print, as requested by the Toll Collector, one original receipt per paid vehicle transaction regardless of the payment type (including AVI). This requirement shall be configurable.

1.6.3.4. The Lane subsystem shall provide one duplicate receipt initiated from the MLT for the current transaction. The duplicate receipt shall have the word "DUPLICATE" printed on the receipt along with all the information from the original receipt. This requirement shall be configurable.

1.6.3.5. The receipt printer shall be capable of printing bar codes. This requirement shall be configurable.

1.6.3.6. All receipt layouts for toll transactions, cash pickups, insufficient funds and other receipts printed in the toll Lane shall be configurable.

1.6.3.7. The Toll Transaction Receipt shall include without limitation the following information, which shall be configurable depending on the receipt type (and finalized during design):

1.6.3.7.1. Date/Time

1.6.3.7.2. Transaction ID (and barcode if required)

1.6.3.7.3. Collector ID

1.6.3.7.4. Lane Number

1.6.3.7.5. Plaza Name and ID

1.6.3.7.6. Name of Toll Road

1.6.3.7.7. Name of Toll Road Owner/Operator

1.6.3.7.8. Number of Axles

1.6.3.7.9. Toll Amount Due

1.6.3.7.10. Toll Amount Paid

1.6.3.7.11. Payment Method (if payment card display the last 4 digits)

1.6.3.7.12. General Information to Contact Agency (e.g. phone number, web address, etc.)

1.6.3.8. The Insufficient Funds Notice (No Funds Slip) shall include without limitation the following information:

1.6.3.8.1. Current Date and time

1.6.3.8.2. Transaction ID (and barcode if required)

1.6.3.8.3. Plaza name

1.6.3.8.4. Plaza ID

1.6.3.8.5. Lane number

1.6.3.8.6. License plate number/state (if License Plate Recognition (LPR) is available)

1.6.3.8.7. Number of Axles

1.6.3.8.8. Cash or Credit Toll Amount Total

1.6.3.8.9. Cash or Credit Toll Amount Paid

1.6.3.8.10. Cash Toll Amount Due

1.6.3.8.11. Last 4 digits of the Credit Card used for Payment

1.6.3.8.12. Remittance Address

1.6.3.8.13. Instructions for making payment including web address

1.6.3.9. The Cash Pickup receipt and Tour-Fund Pickup receipt shall include without limitation the following information:

1.6.3.9.1. Toll Collector Name

1.6.3.9.2. Collector ID

1.6.3.9.3. Supervisor Name

1.6.3.9.4. Supervisor ID

1.6.3.9.5. Plaza Name

1.6.3.9.6. Plaza ID

1.6.3.9.7. Lane Number

1.6.3.9.8. Date and Time

1.6.3.9.9. Signature Lines

1.6.3.9.10. Amount collected

1.6.3.10. The receipt printer shall print variable length receipts.

1.6.3.11. Hardware Requirements

1.6.3.11.1. The receipt printer electronics shall include all electronics, interfaces to Lane Controller and/or MLT, and associated circuitry.

1.6.3.11.2. The receipt printer shall include receipt transport device, driver logic, paper roll assembly, power supply, and all necessary parts to meet operational requirements.

1.6.3.11.3. The receipt printers shall be housed in stainless steel or equally corrosion resistant material.

1.6.3.11.4. Receipt printers shall have status lights and or audible tone for power on, paper jam, paper low, and communications lost (communications feed to Lane Controller and/or MLT lost.)

1.6.3.11.5. The receipt printers shall be initially be equipped with at least one month supply of consumables, including, without limitation, paper and ink.

1.6.3.12. System Interface Requirements

1.6.3.12.1. The receipt printer shall produce and send status messages to the System (MOMS) for events including but not limited to and inability of the receipt printer to print.

1.6.3.12.2. The receipt printer shall produce and send status messages to the System (to Toll Collector and Toll Supervisor) for events including, but not limited to low paper, paper jams, etc.

1.6.4. Panic Button Requirements

1.6.4.1. A panic button shall be provided in each toll booth for use by the Toll Collector in case of an emergency to request "Help" service and toll supervisory / management staff.

1.6.4.2. The panic button shall be installed in the toll booth in a concealed location that is easily accessible by the toll attendant.

1.6.4.2.1. Activating the panic button shall require no motion that is visible from a vehicle in the toll lane and make no sound.

1.7. In-Lane Toll Collection – Payment Card Terminal Component

1.7.1. Description of Component

The In-Lane Toll Collection – Payment Card Terminal component has the primary purpose of supporting and enabling the collection of a non-cash toll directly from a motorist customer using a payment card accepted by the COUNTY in an unattended or attended toll lane. The Payment Card Terminal (PCT) is a self-service payment device securely mounted on the outside of the toll booth near the toll collector window. This component shall allow the customer without cash and without a valid toll account transponder to quickly pay the toll using a valid credit card in a self-serve manner regardless of whether a toll collector is present at the booth or the toll lane is unattended.

The PCT will have instructions mounted on the unit to assist the customer in making the payment.

Toll rate of the vehicle is then displayed to the motorist on the PTD. The customer would swipe or tap the credit card through the reader device. The card transaction shall be verified and when authorized will notify the customer that toll is paid and be promoted for the option of receiving a paper receipt. When the correct toll is paid, the "Toll Paid" is shown on the PTD or display.

If a traffic barrier gate is present and configured to be in service, it will rise to allow the vehicle to exit the toll lane.

For all credit card transactions, the System shall retain an image of the vehicle that shall be linked to the corresponding TVAS information and UFM so the vehicle can

be pursued for payment via Toll-by-Plate or violation if the credit card transaction is disputed.

Credit card transactions will be processed in accordance with COUNTY policy and business rules, but will not require a customer signature, or PIN in the toll lane. The Contractor shall provide payment card processor services.

1.7.2. PAYMENT CARD REQUIREMENTS

1.7.2.1. The PCT device shall be capable of accepting standard credit cards or debit cards that do not require the use of a PIN or keypad from leading providers such as Visa, MasterCard, Discover and American Express.

1.7.2.2. The toll amount due in the PCT equipped toll lane shall be based on the active toll schedule for the Lane in accordance with the COUNTY business rules.

1.7.2.3. The PCT shall receive from the Lane Controller a message indicating the toll amount due for the vehicle in the toll lane.

1.7.2.4. The device shall give audible verbal instructions and confirmations in English through configurable setting for loudness and message content, providing step by step instructions to customer, in sequential order so as to assist the customer with the completion of the transaction.

1.7.2.5. The PCT shall have illuminated displays to indicate the sequence of instruction to the customer, as well as indicating the status of the transaction.

1.7.2.6. The PCT shall be equipped with a card entry swipe slot with dual directional magnetic stripe readers.

1.7.2.7. The payment card transaction shall only be associated with the vehicle that is present in the toll lane at the point of payment.

1.7.2.8. The device shall prompt the customer and toll collector to print receipt.

1.7.2.9. When the device confirms that the payment has been made, it shall notify the Lane Controller so the toll transaction can be completed and the customer and toll collector can be notified of the transaction status.

1.7.2.10. Graphical symbol decals or plates shall be installed to the exterior of the PCT device that provide easy-to-understand simple payment instructions including the toll rate to be paid if paying by credit card.

1.7.2.11. The PCT shall be equipped with a card entry swipe slot that is easily usable by the customer while sitting in the driver's seat of the vehicle.

1.7.2.12. The PCT shall be located on the booth wall on the driver side of the lane, just past the attended payment location or at another location approved by the COUNTY.

1.7.2.13. The Attended lanes Payment Card Terminal shall include a swipe reader adjacent to the toll booth window or in another location approved by COUNTY which allows for the toll collector to swipe the credit card while in the view of the driver.

1.7.2.14. The payment device and other associated apparatus must be ruggedized and suitable for operation in a harsh, humid, UV, marine, beach, outdoor environment that may be subject to vandalism

1.7.2.15. The Contractor provide and shall integrate a payment card processor services into the lane equipment such that the transaction will contain the appropriate tracking number and only the last 4 digits of the customer card.

1.7.3. Payment Card Industry (PCI) & Security Requirements

1.7.3.1. The System and Payment Card Processor services shall comply with any and all applicable laws, regulations, codes, standards, specifications and guidelines used in the Payment Card Industry for this type of payment application, including, but not limited to the Payment Card Industry Data Security Standards (PCI DSS).

1.7.3.2. The PCT and associated components shall be tamper resistant.

1.7.3.3. A tamper alarm shall be sent to the MOMS when vandalism is detected by the device.

1.7.3.4. The PCT shall support end-to-end encryption (E2EE), or point-to-point encryption (P2PE), from the moment a credit/debit card is presented for payment at the lane to the time the transaction is processed by the merchant entity or bank, including when processing transactions in offline mode.

1.7.3.5. The encryption algorithm used in the E2EE/P2PE solution shall be compatible with the COUNTY's banking institution for processing credit/debit card payments. Note: This requirement shall be able to be adaptable should the COUNTY choose a different bank for payment processing.

1.7.3.6. The encryption solution shall be based on the TransArmor® encryption solution provided by Bank of America Merchant Services / First Data or other approved encryption solution consistent with the Contractor provided Credit card processor or at the COUNTY's discretion the County's payment card processor.

1.7.3.7. Credit/debit card data shall never be in plaintext during the entire transaction process, from the moment the card is read at the card reader to the moment the card is decrypted by the merchant or bank.

1.7.3.8. The encryption solution shall support format preservation such that the last four (4) digits of the credit/debit card number can be used in the transaction message for the attended and PCT's printed receipt.

1.7.3.9. The payment card system shall utilize a communication network for payment data transmission from the PCT that is separate from the toll system network, which will be provided by the COUNTY.

1.8. In-Lane Image Capture Component

1.8.1. DESCRIPTION OF COMPONENT

The In-Lane Image Capture component supports the identification of non-cash customers (and vehicles) for payment (i.e. those who cannot be identified by an RFID transponder associated with a valid transponder). This component provides for the capture of images of the license plates of up to every vehicle that passes through the toll lane when triggered by the System.

Image files may be stored at the Plaza or other acceptable location, and shall be provided to the Image Processing Subsystem on query and/or automated process for further analysis and processing when required.

The In-Lane Image Capture component elements may include the following:

- Cameras, weatherproof housing, mounting devices
- Illumination devices (strobe or continuous illumination), mounting devices
- Other associated apparatus
- Image Controller device
- Image Data Storage device

Depending on the subsystem design, automated image processing such as Optical Character Recognition (OCR) may be provided at the Lane-level in addition to, or in lieu of OCR at the back office Image Processing System and integrated with the Image Capture component. However, this section only addresses the in-Lane image capture function. Requirements for automated Image Processing components are provided in the Image Processing Subsystem section 5.4.

1.8.2. IMAGE CAPTURE REQUIREMENTS

1.8.2.1. All toll lanes shall be capable of being equipped with rear license plate cameras; though specific locations (e.g. plaza/lane) will be provided on bid forms.

1.8.2.2. Images shall be retained for a configurable period of time (at least 93 days) for vehicles passing through the toll lane without a valid method of payment.

1.8.2.3. The conditions for saving images shall be configurable.

1.8.2.4. The In-Lane Image Capture component shall transmit data based on configuration for either all, certain, or none of the roadside generated images and data in near-real time via the toll collection System network to the Toll Host.

1.8.2.5. The In-Lane Image Capture component shall be designed such that the correct image is associated with the correct vehicle regardless of vehicle spacing or speed.

1.8.2.6. The In-Lane Image Capture component's rear illumination shall be LED and be restricted to the rear of the vehicle, and not be distracting to a driver's eye.

1.8.2.7. Illuminators, cameras, and light sensors shall be monitored by the MOMS subsystem to detect failures and degradation.

1.8.2.8. The In-Lane Image Capture component design shall incorporate automatic adjustments of the illumination based on such factors as the ambient light, time of day, day of the year, and orientation of the camera, in order to provide the best quality images so that the license plate and vehicle can be identified regardless of where it is located in the field of view.

1.8.2.9. The images shall be saved in open standard file architecture.

1.8.2.10. Each image-associated file name or data file shall be included in the UFM that links an image to a particular transaction and lane.

1.8.2.11. The OCR shall provide the expected region of interest or the license plate for every license plate image.

1.8.2.12. Cameras shall be high-resolution (approximately 2,000 horizontal pixels or higher per lane) to capture enough plate definition information details to enable accurate automated State and plate type determinations to be made.

1.8.2.13. The imaging system shall capture at least 150 pixels per plate-width.

1.8.2.14. The field of view shall be configurable and of adequate size to provide the following:

1.8.2.14.1. Horizontal and vertical field of view of so as to cover the entry toll lane and be able to capture the license plate of the vehicle.

1.8.2.14.2. An image of sufficient clarity and detail such that the back of vehicle must be clearly recognizable to the human eye.

1.8.2.14.3. Properly capture temporary license plate images

1.8.2.15. Contrast-to-noise ratios shall exceed 10:1 to consistently provide high rates of automatic plate read accuracy.

1.8.2.16. Sharpness shall be sufficient to provide for distinct edge line of plate characters and state identification.

1.8.2.17. The mounting brackets for cameras and all necessary accessories required for the camera to operate normally shall be designed to enable expedited alignment for maintenance replacement.

1.8.2.18. All lanes shall be equipped with conduit and junction boxes, poles, camera housings, illumination support, wires, cables, and where specified cameras for In-Lane Image Capture component implementation.

1.9. CUSTOMER INFORMATION, TRAFFIC CONTROL & OTHER IN-LANE DEVICES COMPONENT

1.9.1. DESCRIPTION OF COMPONENT

Devices and components addressed in this section provide the apparatus in the toll lane to communicate information to the motorist; and to control traffic operations and other miscellaneous similar functions.

The in-lane customer feedback devices include the following:

- Patron Toll Display (PTD)
- In-lane Transaction Signal Light (ITL)
- Canopy Lane Open/Closed (Red/Green) Signal
- In-lane Violation Alarm Beacon
- Traffic Barrier Gate

1.9.2. GENERAL COMPONENT REQUIREMENTS

1.9.2.1. The Lane Subsystem shall provide feedback to the customer within two seconds of system interaction (i.e. AVI read, MLT action).

1.9.2.2. All in-lane components shall have exterior enclosures are that are consistent in color and appropriate for the exterior environment, including salt spray, to prevent any appearance of corrosion over the design life of at least 10 years.

1.9.2.3. The messages, signals and patterns for both in-lane feedback (e.g. ITL, PTD) and transponder feedback shall be configurable by lane type, transponder type, transponder status, and payment type.

1.9.3. Patron Toll Display (PTD) Requirements

1.9.3.1. The PTD shall display text, numeric, and symbol characters so as to display the amount of toll due, method of payment provided and other configurable transaction details for each lane.

1.9.3.2. The PTD characters shall be easy to read, illuminated and be a minimum of 4-inch high.

1.9.3.3. The PTD shall have at least 9 characters per line, and have at least 2 rows of character text.

1.9.4. In-Lane Transaction Signal Requirements

1.9.4.1. The In-lane Transaction Signal Light shall be installed in all lanes.

1.9.4.2. The signal shall at least have two signal lenses (one red and one green) of at least 6 inch diameter.

1.9.4.3. The Transaction Signal Light unit shall be configurable via the Lane Controller system such to allow for control of multiple different display sequences, such as red, green for cash lanes, and green only for dedicated AVI lanes.

1.9.5. Canopy Lane Open/Closed Red/Green Signal Requirements

1.9.5.1. The System shall be integrated with the existing Canopy Lane Open/Closed Signal Lights located on the front face of the canopy over each and toll lane.

1.9.5.2. The Canopy Lane Open/Closed Signal Lights shall indicate to the motorist customer approaching the toll plaza that the toll lane is either Open (Green) or Closed (Red) to traffic.

1.9.6. Violation Alarm Beacon Requirements

1.9.6.1. The violation alarm beacon shall facilitate field enforcement by providing configurable visual (flashing light) and audible (buzzer) feedback indicating a violation event has occurred.

1.9.6.2. A visible strobe violation alarm beacon shall be integrated into the Lane subsystem to provide immediate in-lane feedback for violation events in the lane.

1.9.6.3. The violation alarm beacon shall flash for a configurable period of time after the triggering event occurred.

1.9.6.4. The violation alarm beacon shall return to a "resting state" (i.e. no light flashing) when the next vehicle enters the lane at a specified location even if configured time period has not elapsed. This requirement shall be configurable.

1.9.6.5. The in-lane violation alarm beacon shall be supplemental to the In-Lane Devices component and shall in no way impact lane operations.

1.9.6.6. The violation alarm beacon light and buzzer shall be configurable to be turned on/off individually by light and buzzer for individual lanes and for all lanes as configured at the plaza supervisor level.

1.9.7. Traffic Barrier Gate Requirements

1.9.7.1. Each lane shall be equipped with a high speed traffic gate that opens and closes based on payment status of transactions.

1.9.7.2. Gates shall be configured to open and close from commands from the MLT, Lane Controller, Plaza, and manual switch override.

1.9.7.3. Loss of power to the gate shall result in the gate staying in the open position.

1.9.7.4. Gates shall have easily replaceable (without tools) and padded boom arms with red traffic marking stripes

1.9.7.5. Gates shall have swing-away flanges and booms such that in the event they are struck by a vehicle they can swing away from the vehicle and be reset.

1.9.7.6. Opening and closing time shall be less than 1.0 seconds.

1.9.7.7. The gate shall be equipped with a loop or other device so as not to come down on a vehicle beneath the gate arm.

1.10. Transaction Video Audit Subsystem (TVAS) Component

1.10.1. Description of Component

The Transaction Video Audit Subsystem (TVAS) is a verification tool that will enable individuals to monitor and verify that the System is correctly detecting and classifying vehicles, and will also support the audit function.

The TVAS collects a visual record of the vehicles passing through the toll lanes and the collector actions during the payment exchange. The TVAS shall collect and store time-synchronized motion video. The TVAS will then combine the time-synchronized motion video with transaction data collected and processed by the System to enable the review and audit of in-lane event as traffic passes, and payments are made through the toll lane.

1.10.1.1. The Contractor shall provide a comprehensive TVAS that enables COUNTY staff to verify / reconcile / audit toll transactions from all lanes, to review video of events and/or incidents in the toll lane(s), booths, and to identify possible irregularities.

1.10.1.2. The Contractor shall provide all necessary hardware, software and ancillary equipment required to support TVAS deployment in the toll lanes and booths.

1.10.1.3. The TVAS component shall include without limitation the following elements:

1.10.1.3.1. Color digital cameras, weatherproof housing, mounting devices

1.10.1.3.2. Cameras that perform effectively in ambient light conditions and do not require supplemental lighting

1.10.1.3.3. Other associated apparatus

1.10.1.3.4. Video / Image Controller device

1.10.1.3.5. Video / Image Data Server and Storage device to store a rolling 90 days of activity.

1.10.2. TVAS REQUIREMENTS

1.10.2.1. The TVAS component shall provide live video feed to authorized users of the System, including, but not limited to, authorized COUNTY and Toll Operations Contractor staff at the Toll Host and Plaza levels, and for authorized maintenance staff at the roadside.

1.10.2.2. The video recording from each TVAS camera shall be time-synchronized to the toll System lane and all lane and collector events.

1.10.2.3. The TVAS shall interface with the Lane Controller(s) to receive vehicle transactional data to include elements such as individual loop state changes, AVI transponder reads, vehicle classification, location (Lane / Plaza), date / time, and violation indication.

1.10.2.4. The TVAS shall provide Lane Controller transactional data (as above) overlaid onto the video data displayed on screen.

1.10.2.5. The TVAS shall synchronize and couple all digitized video and corresponding transactional data and store it to allow historical viewing and analysis.

1.10.2.6. TVAS data shall be stored in accordance with the COUNTY's data retention requirements.

1.10.2.7. The TVAS shall include CCTV cameras which are directed toward the exit of the tolling lane(s) to capture video data of vehicles / traffic exiting the lane, as well as an additional camera to capture activities of the collector and customer for payment security at the booth.

1.10.2.8. Camera devices shall record all activity in the Cash count room, and vault storage area.

1.10.2.9. The final location of the camera devices will be determined during the design development phase.

1.10.2.10. The lane view camera shall have a field of view of the full toll lane.

1.10.2.11. TVAS camera(s) shall provide clear color video of the intended subject area regardless of ambient lighting and/or weather conditions.

1.10.2.12. The TVAS shall allow an authorized operator / user to individually set up and configure cameras.

1.10.2.13. The capability to control any / all TVAS cameras shall be UserID and password protected.

1.10.2.14. Camera configuration settings shall be available on a per-camera basis.

1.10.2.15. The user interface shall allow the user to select a video and replay it in real-time, in slow motion, and frame by frame.

1.10.2.16. The user interface shall allow the user to scroll through the selected video with a pointing device (mouse).

1.10.2.17. As video is "scrolled," transactional data elements shall "scroll" with the video.

1.10.2.18. The TVAS shall provide the ability to save motion video and associated transaction data, save still frame images to a commonly available file format (MPG, JPG)

1.10.2.19. The TVAS shall provide the ability to print selected video images still frames with associated transactional data.

2. PLAZA SUBSYSTEM

2.1. DESCRIPTION OF SUBSYSTEM

The Plaza-level Subsystem supports certain toll operations and revenue management functions that typically occur at the toll plaza such as Operations Management, Cash Management functions for toll collector tour funds and deposits including the Plaza application and cash counting equipment.

For this attended toll plaza, the Plaza Subsystem would have a variety of other support responsibilities too, including lane staffing, cash handling for the individual "tours of duty" and the "bank" (under the responsibility of the supervisor), and the security and monitoring requirements for a staffed location.

The Plaza component may include the following without limitation:

- Plaza Server
- Data Storage
- Workstations
- Printers
- Other associated apparatus

2.2. PLAZA SUBSYSTEMS REQUIREMENTS

2.1.1. PLAZA & TOLL LANE OPERATIONS MANAGEMENT REQUIREMENTS

2.2.1.1. The System shall provide to authorized operations and management staff the ability to monitor toll revenue operations and staff performance via the Plaza and Toll Lane application dashboards, display, and reports.

2.2.1.2. The System shall provide the capability for authorized users to view transactions and reports in near real time.

2.2.1.3. Commands sent from remote locations shall support the ability to operate the plaza or lane(s) for the entire plaza with one command or for individual lanes at the plaza.

2.2.1.4. The Plaza Subsystem shall provide dashboard / monitor capability for the following functional areas, at a minimum:

2.2.1.4.1. Lane Activity Monitor

2.2.1.4.2. MOMS Alarms / Alerts

2.2.1.4.3. Toll Collector Activity

2.2.1.4.4. Toll Plaza Activity

2.2.1.4.5. Lane Operations Mode

2.2.1.4.6. TVAS

2.2.1.4.7. Other CCTV Surveillance

2.2.1.5. Authorized plaza staff shall have their own Plaza-based dashboard according to their authorization level.

2.2.1.6. All dashboards shall be capable of being printed, or saved to a PDF file.

2.2.1.7. All dashboards shall use matrices, graphs or dials to visually convey information with drill-down to detailed data.

2.2.1.8. The System shall allow an authorized user to and view activity for a specified lane and shall display the following at a minimum:

2.2.1.8.1. Transactions (individual and summarized by lane, direction, collector, time duration, revenue, payment method, volume)

2.2.1.8.2. Lane status

2.2.1.8.3. Ability to view data/logs pertaining to Special Event mode lane activity

2.2.1.8.4. In-Lane Image Capture component configuration activity / status

2.2.1.9. For a selected lane, the Operations Management application shall provide a view of rolling transactions on the screen that include at a minimum and without limitation, the following:

2.2.1.9.1. Revenue collected

2.2.1.9.2. Revenue expected (cash, payment card, SunPass, no payment and others)

2.2.1.9.3. AVI information

2.2.1.9.4. Payment method (cash, payment card, Toll Pass, SunPass, no payment and others)

2.2.1.10. The Operations Management application shall allow an authorized user to view Lane and Toll Collector activity as tolls are collected in the lane.

2.2.1.11. The Operations Management application shall provide authorized users with near real time operations-related information by lane, plaza, or employee ID that is configurable by an authorized user.

2.2.1.12. The Operations Management application shall be configurable and able to view rolling transactions on the screen that allow for proper understanding of the operations of the plaza, which may include at a minimum the following:

2.2.1.12.1. Collector performance and activity in near real time

2.2.1.12.2. Lane login time

2.2.1.12.3. Time in Standby mode

2.2.1.12.4. Trends in shortages and overages

2.2.1.12.5. Comparison of similar historical lanes

2.2.1.12.6. Revenue collected

2.2.1.12.7. Revenue expected

2.2.1.12.8. AVI information

2.2.1.12.9. Payment method

2.2.1.12.10. Existing alarms

2.2.1.12.11. Link to TVAS CCTV video clip with transaction data, and/or time and date stamp

2.2.1.13. The Toll Plaza Activity Monitor shall include an indicator showing if the lane collection mode and the lane status.

2.2.1.14. The Operations Management application shall allow an authorized user to control lane operations modes such as Open, Close Standby (attended lanes only), or Maintenance mode for individual or all lanes.

2.2.1.15. Authorized users at another location on the toll System network shall have the capability to access the plaza facility with full functionality based on user access privileges

2.2.1.16. Authorized users shall have the capability to search and view the transaction information in the database (either a the plaza or host level based on the Contractor's design) of transaction over a rolling term of 365 days data based on various search criteria and combinations of the parameters, including but not limited to:

2.2.1.16.1. Date and time ranges, lane (individual or all), transaction payment types, transponder number, license plate number (based on optional OCR implementation), collector ID, images, and other parameters to be determined during the design.

2.2.1.16.2. The results of the searches may viewed, printed, stored or exported in CSV format.

2.2.2. CASH MANAGEMENT - TOLL COLLECTOR FUNDS REQUIREMENTS

2.2.2.1. The Plaza Subsystem shall support all operational procedures for cash handling at the plaza as provided during design including an application for tracking Toll Collector tours; relief tours and cash pick-ups; deposits and associated money bags; and printing deposit receipts.

2.2.2.2. The System must allow deposit receipts to be reprinted.

2.2.2.3. The Plaza application shall provide a "Tours Without Deposits" page that allows plaza managers/supervisors to make a deposit on behalf of a Toll Collector.

2.2.2.4. The Cash Management application shall capture, store in the Plaza database, and forward to the Toll Host all supervisor and Toll Collector deposit information as Event messages.

2.2.2.5. The System shall notify the Toll Collector if the first input cash deposit does not match the System-expected deposit.

2.2.2.6. The System shall then allow the Toll Collector to make one second/final revised deposit with no further indication to the Toll Collector if a mismatch exists.

2.2.2.7. The entry of money bag numbers into the Plaza Subsystem shall incorporate an appropriate automated method for numeric data capture (e.g. barcode, etc.).

2.2.2.8. All data to be recorded in event messages shall be defined during System design.

2.2.3. CASH COUNTING EQUIPMENT

2.2.3.1. Cash counting equipment shall be provided that is integrated to the system to count coins and bills and to report counting actions.

3. TOLL HOST SUBSYSTEM

3.1. DESCRIPTION OF SUBSYSTEM

The Toll Host Subsystem is at the highest (3rd) level of the three-tier RTCS System architecture (Lane, Plaza, and Toll Host).

The Toll Host is the functional hub of the System for receiving, processing and storing all traffic and revenue data in the form of toll transactions and other data. The Plaza(s) (current and any future) report to the Toll Host and all roadside Lane Controllers send / receive information to / from the Toll Host through the Plaza subsystem (or directly to the Plaza/Host if combined).

The Toll Host serves as the Toll Collection System element that interfaces with the back office elements (e.g. Image Processing Subsystem, Customer Service Center (CSC), Toll Enforcement Center (TEC), and future CCSS or equivalent, etc.) for image processing; payment processing; toll account hosting; violation processing, collections and toll enforcement.

The host will provide a web based toll account solution to update, maintain, manage and renew annual pass accounts as well as supporting payment card processing.

The Toll Host will also provide necessary external interfaces for some processes including, but not limited to, payment processing, toll account hosting, and other related support functions.

The Toll Host provides functionality to support toll operations management, accounting and audit including complete database, reporting and user-friendly application capability, and its interface with the COUNTY's enterprise financial accounting system.

The Toll Host will support System health and maintenance through the MOMS.

In addition, the Toll Host provides functions for general system management, system administration, system access control, account management, transponder CSC, UFM amendment management and reconciliation, archiving, back-up and restore, and other related functions.

3.2. TOLL HOST REQUIREMENTS

3.2.1. GENERAL REQUIREMENTS

3.2.1.1. The Toll Host shall support transaction and account management, reporting, reconciliation, and internal and external interfaces.

3.2.1.2. The architecture of the Toll Host shall prevent any single point of failure that would result in both the primary and secondary systems having missing or corrupted data.

3.2.1.3. The Toll Host hardware shall be sized to meet or exceed performance requirements and shall support with no additional hardware an initial design of 50% more data processing and storage capacity than occurs in a normal year.

3.2.1.4. The Toll Host may also support the Back Office System computing and database requirements.

3.2.1.5. Single sign-on for access to all PCI DSS System applications and one single sign for all non-PCI DSS applications (with proper authorization).

3.2.1.6. The COUNTY desires that the System not store credit card information.

3.2.1.7. The Contractor shall provide a third party for credit card payment and terminal services.

3.2.1.8. The Toll Host subsystem architecture shall account for a future concept of the statewide CCSS that may result in certain aspects of the COUNTY's back office processing functions being relocated or discontinued over time.

3.2.2. CONFIGURATION TABLES & PARAMETERS

3.2.2.1. Operating parameters shall be highly configurable and capable of being easily modified by the COUNTY without the knowledge of the database or software operations.

3.2.2.2. Operating shall be table driven, and all tables shall be exportable, and editable by the authorized user (e.g. toll configuration tables; tables of authorized toll account customers, Transponder Lists, License Plate Lists, etc.)

3.2.2.3. The Toll Host shall automatically upload and download data to and from the Lanes and / or Plaza.

3.2.3. TOLL RATE SCHEDULE REQUIREMENTS

3.2.3.1. The Toll Host application shall provide the capability to establish multiple toll rate schedules for use by the System by authorized users.

3.2.3.2. Each toll rate schedule shall be based on a configurable set of parameters including, but not limited to, the following:

3.2.3.2.1. Method of payment

3.2.3.2.2. Special Event

3.2.3.3. Each toll rate schedule shall address each individual vehicle classification used on the COUNTY's toll System.

3.2.3.4. The number of individual toll rate schedules shall be configurable, with a minimum of a current and future active rate schedules.

3.2.3.5. The System shall be able to retain all inactive toll schedules.

3.2.3.6. The Toll Host shall be able to "push" the toll schedule(s) to the Plaza and toll Lanes as necessary for automatic implementation immediately, or for a predetermined time or specific time duration of use, or continuous use.

3.2.3.7. The Toll Host application shall provide a method to allow authorized COUNTY staff to create, update, save, and activate a new toll schedule via a user interface.

3.2.3.7.1. Users shall be able to "pre-load" toll schedules so they will be ready to take effect at a specified date/time in all Lanes.

3.2.4. Transaction Processing Requirements

3.2.4.1. The Toll Host shall post transactions to the database in near real-time.

3.2.4.2. The Toll Host shall interface with the Toll Back Office payment processing subsystems to receive files (e.g. transponder and license plate lists, etc.), Toll Pass account posting, listing valid third-party-hosted toll account data (e.g. SunPass®), and also to send appropriate toll transactions out for payment processing.

3.2.4.3. The Toll Host shall also interface with the Image Processing Subsystem (IPS) to send transactions with images requiring human review there for further processing.

3.2.4.4. For any image-based transactions that match the Toll Pass Positive List, the Toll Host / Plaza Host Component shall post them to the appropriate account with a toll amount of $0.00.

3.2.4.5. The Toll Host shall receive transactions from the IPS with images that have been identified for transmission to the CSC/TEC for payment processing in accordance with the COUNTY's business rules.

3.2.5. Transaction Management Requirements

3.2.5.1. The Toll Host shall be responsible for receiving, managing and storing transactions from all COUNTY toll Lanes.

3.2.5.2. The Toll Host shall serve as the common depository of the UFM transaction data.

3.2.5.3. The Toll Host shall hold the official record copy of the UFMs and all UFM amendments.

3.2.5.4. During the Transition Period, transactions from legacy lanes shall continue to be processed by the legacy plaza host, and shall not be transmitted to the new Toll Plaza Host.

3.2.6. Data Security, Preservation & Auditability Requirements

3.2.6.1. The Toll Host shall ensure that no UFM transactions are lost or deleted.

3.2.6.2. The Toll Host shall verify that no information is missing in any UFM and shall validate related business policies for the data (i.e. automatic operations in the application to check for duplicates and/or check the toll rates on transactions).

3.2.6.3. The Toll Host shall have the capability to check transaction sequence numbers for purposes of audit and review.

3.2.6.4. In the event of a communication or transmission failure, the Toll Host shall manage the re-transmission of data to ensure no loss or duplication of transactions.

3.2.7. UFM Amendment Requirements

3.2.7.1. The Toll Host shall have a user interface to enable authorized users to create manual amendments to the UFMs.

3.2.7.2. The Toll Host shall be able to automatically generate amendments to the UFM.

3.2.7.3. The Toll Host shall process System generated amendments to the UFMs received from the COUNTY's Back Office (CSC/TEC), SunPass Back Office System (BOS), and in the future from the CCSS (or equivalent).

3.2.7.4. The Toll Host shall be able to send amendments via system interface to the SunPass System, or the future CCSS, or equivalent Back Office CSC/TEC.

3.2.8. Interaction with COUNTY Back Office System for Hosting Toll Pass Accounts

3.2.8.1. The Toll Host shall interact with the new Contractor-provided COUNTY Back Office Subsystem for hosting COUNTY Toll Pass Accounts.

3.2.8.2. See Section 5 for further detailed requirements for the COUNTY Back Office Subsystem.

3.2.8.3. The Toll Host shall interact with Lanes, Plaza and with the COUNTY Back Office Subsystem to support the operational use of a Transponder List of valid transponders and vehicle license plate numbers associated with valid Toll Pass accounts hosted by the COUNTY.

3.2.9. Interaction with SunPass Back Office System & CCSS Requirements

3.2.9.1. The Toll Host shall send UFM transactions (non-cash and non-Toll Pass transactions), as necessary, to the SunPass System (or CCSS, or equivalent

once available) for payment processing after any initial transaction processing required for data integrity checks.

3.2.9.2. The Toll Host shall receive UFM amendments sent from the SunPass BOS and in the future from the CCSS or equivalent (once available).

3.2.9.3. Upon receipt of the UFM amendment from the SunPass BOS, the Toll Host shall post it to the appropriate account(s) for reconciliation, settlement, closeout and/or collection/enforcement action, and account aging reconciliation.

3.2.10. POSITIVE LIST, TRANSPONDER LIST & LICENSE PLATE LIST REQUIREMENTS

3.2.10.1. The System shall be capable of managing, storing, creating, merging and operating with Transponder Lists and License Plate Lists and associated statuses and related information provided to the Toll Host from the COUNTY Back Office Subsystem, SunPass System, CCSS or equivalent on a periodic basis of no less than 10 times a day for SunPass and near real-time for COUNTY Toll Pass accounts.

3.2.11. TRANSACTION STORAGE REQUIREMENTS

3.2.11.1. The System shall be sized for its current load of transactions plus a factor of safety of 50%, assuming that 10% of all transactions will be image-based transactions, and assuming an annual transaction growth of 10% per year.

3.2.11.2. All Transaction messages shall be retained at the Toll Host for a minimum of three (3) years.

3.2.11.3. Transaction messages that have been stored in the Toll Host for at least three (3) years shall be automatically moved to long-term archive.

3.2.12. RECONCILIATION PROCESSING REQUIREMENTS

3.2.12.1. The Toll Host shall provide a System-wide reconciliation process.

3.2.12.2. The reconciliation process shall use the initial UFMs without subsequent amendments (from the Lanes/Plaza) and compare these initial UFMs to the UFMs processed by the Toll Host.

3.2.12.3. The Toll Host shall provide auditable reports showing the results of the reconciliation process at both the detail and summary levels.

3.2.12.4. See Section 8 for Reporting Requirements.

3.2.12.5. The Toll Host shall provide the necessary tools/functions to reconcile UFMs (initial and subsequent amendments) with the COUNTY's Toll Pass, image based transaction and SunPass System or future CCSS or equivalent.

3.2.13. TRANSACTION VIDEO AUDIT SUBSYSTEM (TVAS) DATA MANAGEMENT REQUIREMENTS

3.2.13.1. TVAS files shall be accessible to authorized users

3.2.13.2. Toll Host application users shall be able to select the video they want to see in their browser window by entering the date, time, location, or just entering the UFM transaction number, or license plate.

3.2.13.3. See Section 1.10 for further requirements of the TVAS.

3.2.14. ALARM & EVENT MESSAGE HANDLING REQUIREMENTS

3.2.14.1. The Toll Host shall receive alarm messages from the System and be displayed by the Toll Host dashboards in a configurable manner.

3.2.14.2. The Toll Host shall receive and store for reporting and audit purposes, event messages, including collector tour closeout and reconciliation messages received from the System.

3.2.15. HOST-LEVEL DASHBOARDS

3.2.15.1. The System shall provide Dashboards provide information on the System operation and performance.

3.2.15.2. Dashboards that shall be provided for various users and be viewable based on user authorizations and provide information for executive, operations managers, financial managers, plaza managers, auditors, operations staff, and maintenance staff

3.2.15.3. Information presented shall report on current and historic information to allow for analysis of operational trends, alerts, traffic and revenue data, maintenance alert, and operational support

3.2.15.4. The Contractor shall meet with the COUNTY during the design process to identify specific information to be presented and format of the dashboards.

3.2.15.5. Information format should be in tabular and graphical formats to allow for quick analysis and understanding.

3.2.15.6. System Data

3.2.15.6.1. Traffic data comparing current traffic to the previous day at the same time, showing last eight (8) days of traffic by vehicle class of daily traffic for manager views, and provide an executive dashboard should include a 13 month running totals.

3.2.15.6.2. Revenue data comparing current expected revenue (not actual) to yesterdays at this time, showing last eight (8) days of expected revenue

for manager views, and executive dashboard should include a 13 month running totals.

3.2.15.6.3. Revenue dashboard should also provide overview of the actual revenue include cash count outs and audit details allowing for comparisons of expected to actual collected.

3.2.15.6.4. Transaction summary dashboard show transaction by volumes by location, transaction type with real-time and running totals for last eight (8) days

3.2.15.6.5. Data Transmission / Reconciliation dashboard showing the status of data interfaces between systems and indication of indication of reconciliation of data sent and received metrics

3.2.15.6.6. System Health indicates the current health of the System (Lanes, Plaza, Host) and associated servers' operational mode, status, up time, memory, CPU and storage utilization, critical system alert indicators, and network status.

3.2.15.7. Financial dashboards reports on audit status, payments and revenues, aging transactions, on daily, weekly, 12 months tabulations

3.2.15.8. Operations Management dashboards provide operational metrics, by toll collector, call center operator, image reviewer or any other staff position

3.2.16. SYSTEM ADMINISTRATIVE FUNCTIONS REQUIREMENTS

3.2.16.1. Managing and monitoring of Toll Host computer operations shall be accomplished by means of Remote System Management techniques.

3.2.16.2. All routine systems administrative processes shall be automatic and failure of any process shall result in a notification to the System Administrator.

3.2.16.3. Alarm messages shall be created for process failures routed through the MOMS.

3.2.16.4. System logs shall be provided for all processes and the logs shall have sufficient information to help analyze the problem.

3.2.17. REPORTING CAPABILITY

3.2.17.1. The System shall provide a commercially available complete report system such as Crystal Reports or an approved equal, to support comprehensive reporting of activity, performance and financial / audit data of all activities at the Host level.

3.2.17.2. For additional Reporting Requirements, see Section 8 Reporting Requirements

3.2.18. BACKUP & RESTORE REQUIREMENTS

3.2.18.1. A comprehensive backup strategy shall be developed for the Toll Host to incorporate the ability to store an offsite copy of all data, programs, configuration files, etc., required to rebuild the System.

3.2.18.2. The Toll Host shall include the capability to automatically back up, including "hot" backups, all System data on a daily basis without manual intervention using appropriately sized and configured tape and/or disk subsystems.

3.2.18.3. The daily system backup must run unattended, must be completed in a reasonable amount of time and must run in such a way that it does not negatively impact or interfere with daily operations.

3.2.18.4. The System shall be able to recover data from the Plaza subsystem and Lanes without disruption to Toll Host operations, if there is a catastrophic failure that results in the loss of data communications.

3.2.18.5. The Toll Host and all its configuration settings shall be "imaged" to reduce the time to restore the Toll Host in case of a disaster.

3.3. SOFTWARE REQUIREMENTS

3.3.1. OPERATING SYSTEM REQUIREMENTS

3.3.1.1. The Toll Host server's operating system (OS) shall be a COTS product which provides at a minimum multi-user, multi-tasking, multi-threading and 64-bit support.

3.3.1.2. The Toll Host OS shall be the latest full stable release available at System Detailed Design Approval including all security and release patches.

3.3.1.3. The Toll Host OS shall support the proposed communications topology, redundant server configuration, database software and the Contractor's application software.

3.3.2. DATABASE MANAGEMENT SYSTEM (DBMS) REQUIREMENTS

3.3.2.1. The Database Management System (DBMS) shall be a scalable enterprise-level commercial-off-the–shelf (COTS) product.

3.3.2.2. The DBMS shall be capable of supporting the redundant Toll Host architecture.

3.3.2.3. The DBMS shall be the latest full stable release of the product at the acceptance of the Design including all security and release patches.

3.3.3. Network Monitoring Requirements

3.3.3.1. The Toll Host shall include network monitoring software to monitor the System network status and communications, including the connection to the Toll System and external systems.

3.4. Hardware Requirements

3.4.1. General Hardware Requirements

3.4.1.1. The Toll Host, including all major hardware elements, shall be of the latest design available as of the time of the Detailed Design Approval.

3.4.1.2. The Toll Host shall be an application server(s) environment supporting all interfaces to the System.

3.4.1.3. The Toll Host hardware shall include, but not be limited to, hot-swappable drives and components.

3.4.1.4. The Toll Host architecture and design shall incorporate auto-failover minimizing downtime if any single hardware component should fail.

3.4.1.5. All Toll Host components shall be rack mounted on standard computer racks provided by the Contractor. These may include, but not limited to, the Toll Host server(s), the data storage hardware and reports server if needed by the Contractor's design.

3.4.1.6. The data storage shall utilize a minimum of RAID 5 load sharing to optimize performance and to achieve continuous near real time synchronization.

3.4.1.7. The server configuration for the Toll Host application shall consist of a primary server located at the COUNTY Central Office Complex, and a secondary server located at a back-up location designated by the COUNTY.

3.4.1.8. All Toll Host server(s) shall consist of the same hardware and software and be capable of being deployed in any primary or back-up installation after configuration.

3.5. System Interface Requirements

3.5.1. General Interface Requirements

3.5.1.1. The Toll Host shall send and receive from the Plaza and/or Lanes without delay and ensure that no data is lost in transmission.

3.5.1.2. The Contractor shall define interfaces in the form of an Interface Control Document (ICD) for the Toll Host all subsystems and external interfaces such as the SunPass back office and future CCSS.

3.5.1.3. Transmission of images and data from the Toll Host and Plaza and/or Lanes to the subsystems and external interfaces shall allow for guaranteed transmission, re-transmission, and/or recovery of data and images.

3.5.2. TOLL HOST – COUNTY CUSTOMER SERVICE CENTER FOR TOLL PASS ACCOUNT HOSTING - BACK OFFICE SUBSYSTEM INTERFACE REQUIREMENTS

3.5.2.1. The Contractor shall define interfaces in the form of an Interface Control Document (ICD) for the Toll Host and Customer Service Center Back Office Subsystem (CSC BOS).

3.5.2.2. The CSC BOS shall be able to transmit and receive appropriate information, including the UFM transaction data, image and amended license plate processing data to and from the Toll Host, which may then sent by the Toll Host either to the SunPass System, future CCSS or equivalent; or (pushed or on-demand) to the COUNTY TEC for processing.

3.5.2.3. The interface shall support the requirements listed in Section 5, Interaction with COUNTY Back Office System for Hosting Toll Pass Accounts, above and other related sections herein.

3.5.3. TOLL HOST - COUNTY FINANCIAL ACCOUNTING SYSTEM INTERFACE REQUIREMENTS

3.5.3.1. The System shall provide and support an interface from the Toll Host to the COUNTY's Financial Accounting System, providing both summary and detailed G/L data.

3.5.4. TOLL HOST – SUNPASS, CCSS OR EQUIVALENT EXTERNAL INTERFACE REQUIREMENTS

3.5.4.1. The interface(s) between the Toll Host and the SunPass System, CCSS or equivalent shall be in accordance with the Interface Control Documentation for the SunPass System.

3.5.4.2. The interface between the Toll Host and the future CCSS or equivalent shall be in accordance with the Interface Control Documentation for the CCSS (or equivalent) system.

3.5.4.3. The Toll Host shall receive from the SunPass Back Office System, CCSS or equivalent for transmission to the Plazas/Lanes files and data of the following types without limitation:

3.5.4.3.1. Transponder Lists

3.5.4.3.2. License Plate Lists

3.5.4.3.3. Requests for images or related data

3.5.4.3.4. Amendments to UFM messages

3.5.4.4. The Toll Host shall make available to the SunPass System, future CCSS or equivalent files and data of the following types without limitation:

3.5.4.4.1. Lane transaction data (in UFM format) and amendments to the UFM

3.5.4.4.2. Images or related data captured in the Lanes

3.5.4.4.3. Requests for images or related data

3.5.4.4.4. Transponder Lists

3.5.4.4.5. License Plate Lists

3.5.5. TOLL HOST - OTHER ENTITIES EXTERNAL INTERFACE REQUIREMENTS

3.5.5.1. The Toll Host shall have an external interface to support the batch processing of transactions for the deposit of cash for toll operations via the COUNTY's existing banking service provider(s).

3.5.5.2. The Toll Host shall have an external interface with the capability to support the receipt of reconciliation data from the COUNTY's banking partners, including the following, without limitation:

3.5.5.2.1. Point of sale and payment card processor for lane and back office payment card transaction reconciliation

3.5.5.3. The Toll Host shall have provisions for future external interfaces with the following entities:

3.5.5.3.1. External Service Provider(s) that provide services for toll accounts hosted by third-parties from which the COUNTY accepts payment. Such service providers include the following without limitation: SunPass back office or CCSS (e.g. Florida Centralized Customer Service System) other 3rd Party Service Provider, or future COUNTY service provider.

3.5.5.3.1.1. This is anticipated to be a two-way interface to send transactions from the Toll Host to the third-party toll account host (e.g. CCSS) for processing and to receive amended UFMs and/or Transponder Lists and License Plate Lists from the third-party toll account host (e.g. CCSS).

3.5.5.3.2. External Service Provider(s) that provide services for Post-payment / Violation Processing & Collections in event the COUNTY elects to outsource the tasks of violation processing, license plate look-up, collections, etc. to a third-party (e.g. to either another Agency or CCSS, or an independent third-party).

3.5.5.3.3. The Florida DHSMV (Department of Highway Safety and Motor Vehicles) in the event the COUNTY elects to handle in-house the process for toll enforcement, including without limitation, the issuance of Registration Stops / Holds for license plates determined to have not paid the tolls.

3.5.5.3.4. The Judicial Court System(s) in the event the COUNTY elects to handle in-house the process for toll enforcement, including without limitation, the issuance of Uniform Traffic Citations for toll violations

3.6. PAYMENT CARD PROCESSOR SERVICES

3.6.1. GENERAL REQUIREMENTS

3.6.1.1. The Contractor shall provide the services of a payment card processor to process all credit/debit card payments from the lane transactions and the CSC Toll Pass transactions. The COUNTY may elect to require the Contractor to use an existing payment card processor under contract with the COUNTY for such services.

3.6.1.2. The payment card processor shall follow all PCI, security, encryption requirements contained in this Requirement document.

3.6.1.3. The Contractor shall integrate the system with the payment card processor systems so as to meet the requirements of this document.

3.6.1.4. The payment card processor will properly interface with the COUNTY'S banking service provider such that all transactions are properly deposited and appropriate records are provide of all transactions on at least a daily, weekly, and monthly basis.

3.6.1.5. The payment processor shall meet all performance metrics for the speed of authorization of transaction for the lane, CSC and web applications.

3.6.1.6. The Contractor and payment card processor shall not transmit unencrypted data in any location at any time.

3.6.1.7. The Contractor shall ensure that payment processor's web portal for payment of transactions from the CSC and the web application meets all PCI and payment card security requirements for internet commerce.

4. MAINTENANCE ONLINE MANAGEMENT SUBSYSTEM (MOMS)

4.1. DESCRIPTION OF SUBSYSTEM

The Maintenance On-line Management Subsystem (MOMS) is primarily responsible for supporting the health and maintenance of the System on a 24/7 basis. It does this by monitoring the various System components, detecting conditions that require attention, and notifying the appropriate personnel via an alert/alarm when such conditions exist that requires remedial or other action.

The MOMS also supports the execution of System maintenance operations through its dashboards showing system health status and other vital indicators; work order generation and tracking; record of maintenance service activities and performance including preventive, predictive and corrective maintenance; asset inventory including spare parts; warranty records; etc.

The MOMS Subsystem is integrated with all parts of the System from the Toll Host, Back Office to the Plaza, to the Lane level.

4.2. REQUIREMENTS

4.2.1. GENERAL – MOMS APPLICATION REQUIREMENTS

4.2.1.1. The MOMS application shall either be integrated with the Toll Host or provided as an application on a separate server.

4.2.1.2. The components of the MOMS shall be configurable to allow flexibility and adaptability in using the System and in defining reporting requirements.

4.2.1.3. The MOMS application shall provide and utilize configurable alarms, priorities, templates, work orders and work authorizations.

4.2.1.4. Alerts/alarms shall be configurable with regard to thresholds, alert types, alert frequency, delivery method, recipients of specific alert types (including the capability to send them to a 3rd party vendor), service provider, etc.

4.2.1.5. The MOMS application shall allow the Contractor to enter maintenance activity data within a reasonable time after the maintenance activities have occurred.

4.2.1.6. Authorized COUNTY personnel shall have direct access to the MOMS database and the MOMS application.

4.2.1.7. MOMS Notification methods should be configurable and include email, SMS, etc.

4.2.1.8. The MOMS application shall be graphically-oriented where authorized users can view the health of the System in near real time.

4.2.2. System Operational Status Monitoring Requirements

4.2.2.1. The MOMS shall monitor the operational status of System, including its various functional components.

4.2.2.2. If an interface is available, the MOMS shall monitor plaza generator(s), fuel level, and Automatic Transfer Switch (ATS) status.

4.2.2.3. The MOMS shall be capable of network performance monitoring for all UPSs on the System that are equipped to support such functionality, both at the present time or in the future.

4.2.2.4. The MOMS shall monitor UPS battery life for Lane, Plaza, and the Toll Host and report warnings and/or failures.

4.2.3. Alarm Generation

4.2.3.1. The MOMS shall provide appropriate alarms and notifications when the System and/or its various functional components fail to operate as required.

4.2.3.2. The MOMS shall provide appropriate alarms when environmental conditions (temperatures and humidity) exceed acceptable tolerances for toll equipment.

4.2.3.3. The MOMS alarms and notifications shall be designed and delivered in a way that will ensure timely resolution.

4.2.3.4. The MOMS alerts shall notify designated persons of alarm events.

4.2.3.5. Alerts must be fully configurable allowing the COUNTY to provide input to the maintenance service provider / contractor to designate delivery method, alert recipient list, escalation actions, etc. on a per-alarm basis.

4.2.3.6. The MOMS Alarms / Alerts Monitor shall be accessible from the operations and management workstation browser application and shall be able to report the following:

4.2.3.6.1. All event alarms identified during design process, including but not limited to Lane equipment failures, receipt printer jam and low paper status, closed lane transactions, lane Open or lane Closed

4.2.3.6.2. Lane alarms (maintenance, security, and collector) as defined during design

4.2.3.7. MOMS Alarms / Alerts Monitor shall require users to "acknowledge" certain alarms (this is configurable by alarm and recipient group).

4.2.3.8. An audible alarm configurable by alarm type and recipient group shall be issued to alert users if unacknowledged alarms exist to alert users.

4.2.4. Tracking of Alarms, Response Time & Repair Time Requirements

4.2.4.1. The MOMS shall track alarms, assign priorities and provide reporting and analysis.

4.2.4.2. The MOMS shall identify and track maintenance activities, parts usage, personnel and time.

4.2.4.3. The MOMS shall track response and repair time associated with corrective maintenance.

4.2.4.3.1. Response and repair time shall officially begin once notification has been made from the System or the COUNTY's Operations Contractor, or Maintenance related activity has been received from the COUNTY.

4.2.4.4. The MOMS shall track Mean Time between Failure (MTBF) associated with parts.

4.2.4.5. The MOMS shall track Mean Time to Repair (MTTR) associated with parts.

4.2.5. Work Order Management Requirements

4.2.5.1. The MOMS shall initiate and provide work orders from selectable alarms and predefined scheduling such as preventative maintenance activities.

4.2.5.2. Work orders shall be able to be initiated automatically and/or manually.

4.2.5.3. The MOMS shall provide a work order processing and tracking component.

4.2.5.4. The MOMS shall provide status reporting for all work orders.

4.2.6. MOMS Dashboard Requirements

4.2.6.1. The MOMS shall include a real-time monitoring dashboard application for the display of current transactions and system performance for a particular Lane, Plaza, or for the entire System (if the System includes more than one plaza).

4.2.6.2. Dashboards shall present summary level information and allow user to click on the summary information for more detailed view of data.

4.2.6.3. The MOMS shall provide a dashboard view of the entire toll System shall provide the capability to drill down to view Plaza, individual Lane and equipment status.

4.2.6.4. The MOMS shall feature an application that provides viewable diagnostic data, selectable using different parameters and values.

4.2.6.5. The MOMS dashboard functionality shall include graphically-oriented and color-coded health / diagnostic information that can be used by the COUNTY, operations contractors and the Contractor to easily identify equipment and lane status in real time. For example, green could be used to indicate equipment health, yellow for concern and red for serious problems.

4.2.6.6. Authorized audit staff shall have the ability to view individual Lane device activity for a selectable date/time period.

4.2.6.7. All dashboards shall be capable of being printed or saved to a PDF file.

4.2.6.8. MOMS shall provide for presentation of a tabular and graphical output of data.

4.2.6.9. MOMS shall allow for maintenance priorities to be set to first address items that have the most significant impact on safety and then revenue collection, followed by other operational priorities (i.e. elements with higher impacts on safety, security, revenue collection, etc. vs. elements with lesser impacts). These shall be configurable by an authorized user.

5. BACK OFFICE SUBSYSTEM (BOS)

5.1. GENERAL

5.1.1. DESCRIPTION OF SUBSYSTEM

5.1.1.1. Overview

The Back Office Subsystem (BOS) will interface with the Toll Host (or Plaza Host) to process non-cash toll transactions; to support the business processes for collection and processing payment from customers without cash or a valid registered toll account; and to support toll enforcement for those from whom payment cannot be collected.

5.1.1.1.1. COUNTY Hosting of "Toll Pass" Toll Accounts & Customer Service (Customer Service Center – CSC)

The BOS will provide for the hosting of the COUNTY's "Toll Pass" Toll Accounts, and supporting related Customer Service Center activities including customer interface, establishment and administration of COUNTY-hosted Toll Pass accounts.

Currently, the COUNTY operates a walk-in Customer Service Center (CSC) near the Bob Sikes Bridge for the establishment of Toll Pass accounts, payment of the required fees, and the equipping of customer vehicles with transponders or decals for identification at the toll plaza. Such a walk-in CSC will continue to be required for COUNTY on-site verification the type of vehicle for which the Toll Pass is purchased according to its Business Rules and policies.

The implementation of the new Toll System will require a smooth and orderly transition from the legacy Toll Pass accounts and AVI transponder system to the new AVI electronic Toll System.

5.1.1.1.2. COUNTY Processing License Plate Image (Image Processing Subsystem – IPS)

The BOS will also support the Image Processing function for the identification by license plate number of the vehicle used by non-cash customer for which a valid toll transponder was neither detected, nor recognized.

5.1.1.1.3. External Interface with Service Providers for Hosting Third-Party Toll Accounts & Processing of Invoiced Post-Payments

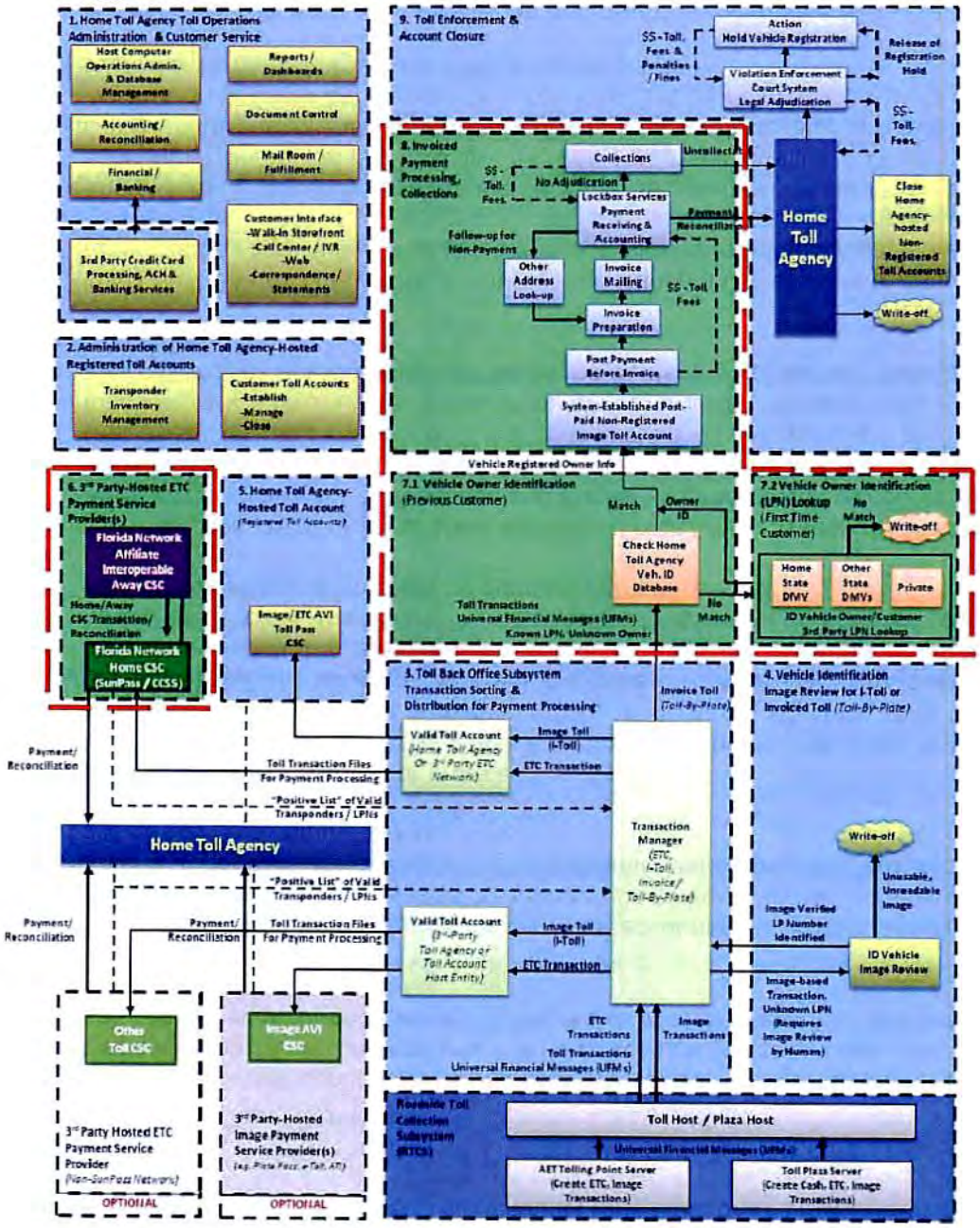
The COUNTY intends to offer its customers the ability to pay tolls electronically on a "pay-by-trip" basis from a valid SunPass toll account hosted by the 3rd-party Florida's Turnpike Enterprise (FTE) by accepting valid SunPass transponders in the toll lane. The System will exchange tolling data files with the FTE SunPass System via a System Interface.

The COUNTY may reduce or discontinue the use of traffic barrier gates in the toll lanes for toll enforcement to improve traffic flow and throughput. The System will capture images of customers that do not pay cash at the booth or have a detectable or valid transponder on their vehicle. After these images are processed to identify

the license plate number and state, they would be sent to FTE SunPass or CCSS for Toll-By-Plate invoiced post-payment, collection and potentially toll enforcement action.

5.1.1.1.4. COUNTY Processing of Post-Payments, Collections & Toll Enforcement (Toll Enforcement Center – TEC) The COUNTY must be able to pursue those customers for post payment, who did not pay tolls at the toll booth, via a valid COUNTY-hosted or third party hosted toll account, or via a third-party invoiced post payment service (e.g. Toll-By-Plate, etc.).

Tolling Back Office System Concept
Workflow Schematic



5.2. BACK OFFICE SUBSYSTEM REQUIREMENTS

5.2.1. GENERAL

5.2.2. TOLL ACCOUNT TYPES

5.2.2.1. COUNTY-Hosted Toll Account (Time-Based "Toll Pass") Services

5.2.2.1.1. Description of COUNTY-Hosted Toll Account (Time-Based Toll Pass) Services

The COUNTY will continue to offer a time-based Toll Pass (a.k.a. the "Annual Pass") that allows customers with a valid Toll Pass account to use the Bob Sikes Bridge for an unlimited number of passages during the term of the pass (e.g. one year) for a flat fee.

The COUNTY offers two types of Toll Pass accounts: a "Public" annual Toll Pass (for all non-commercial vehicles including motorcycles), and a "Commercial" annual Toll Pass (for all vehicles displaying any commercial markings or advertising, or that are owned by a commercial business).

The current Toll Pass is not prorated, i.e. the Toll Pass is valid for a fixed calendar year period, but price is the same no matter when the Toll Pass is purchased. However, the Contractor's implementation of the pass structure shall allow for a prorated Toll Pass structure, whereby the price can vary according to the length of time remaining in the calendar year validation period from the date of purchase. As part of this Project, the COUNTY will continue to issue a non-prorated pass, as well as a new pass that is prorated by quarters of the year.

Upon establishment of a Toll Pass account, the COUNTY issues an electronic RFID transponder device for automobiles and trucks. For motorcycle accounts, in lieu of a transponder, the COUNTY currently issues a non-RFID identification decal sticker (not a "sticker tag" transponder) that is displayed on the vehicle. The Toll Passes function in generally the same manner regardless of pass type (except for motorcycles, as noted above), as far as the System is concerned, though the prices may differ.

The COUNTY also may offer a non-revenue transponder account to specific entities authorized by the COUNTY to use the bridge with no required toll payments.

The COUNTY currently requires the customer to establish and/or renew a Toll Pass account in person at the COUNTY's Toll Pass sales office / Customer Service Center. As part of the Contract, the Contractor shall develop a future process in which the customer can renew their Toll Pass via the Web so as not to require the customer to visit the Toll Pass CSC in person.

In 2013, the COUNTY hosted over 30,000 Toll Pass accounts and processed Pass transactions at the Bob Sikes Bridge.

5.2.2.1.2. The System shall support the existing Toll Pass Program described below, including the anticipated growth in the number of pass accounts and transactions.

5.2.2.1.2.1. The System shall be able to process all transactions in real time.

5.2.2.1.3. The System shall support the processing and acceptance of payments from 3rd Party-Hosted Toll Accounts (pay-by-trip) (e.g. SunPass) described below, including the anticipated growth in the number of transactions.

5.2.2.1.3.1. The COUNTY intends to be able to accept toll payment on a pay-by-trip basis from customer toll accounts hosted by entities other than the COUNTY, i.e. from third party-hosted toll accounts such as SunPass from Florida's Turnpike Enterprise.

5.2.2.1.3.2. The System shall enable customers with valid third party transponders to pay tolls electronically at the Bob Sikes Bridge.

5.2.2.1.3.3. The System shall enable authorized third party Toll Account Host entities to provide electronically via a System Interface to the COUNTY a "Positive List" of valid transponders and associated license plates.

5.2.2.1.3.4. The System shall enable the COUNTY to in turn, forward via System Interface to the third party host for payment, UFM electronic toll transactions created at Bob Sikes Bridge for such transponders and/or license plates.

5.2.2.1.3.5. After a reconciliation and settlement process, the third party Toll Account Host will reimburse the COUNTY for tolls owed.

5.2.2.2. System-Generated Tracking Accounts for Un-Paid Toll Transactions

5.2.2.2.1. The System shall also utilize a system of internally established accounts for the tracking of unpaid tolls attributed to vehicles whose images were captured while passing through the toll lane either without paying cash at the booth and without a valid readable toll transponder.

5.3. BACK OFFICE SYSTEM (BOS) COMPONENT

5.3.1. DESCRIPTION OF COMPONENT

The BOS may reside on the Toll Host or separate servers meeting all the operational requirements of the Toll Host Server. The BOS components include, toll account Database, CSC element, transponder inventory, and other functions associated with customer account management; the Image Processing System (image review); and the TEC elements for accounting for, tracking and processing unpaid toll transactions, as well as elements to support collection and toll enforcement actions.

5.3.2. GENERAL REQUIREMENTS

5.3.2.1. To expedite the Project, the COUNTY desires a proven BOS that will meet its existing and future business requirements and requires that the Contractor collaboratively work with the COUNTY to develop the business rules to support the BOS.

5.3.2.2. The BOS Host Component shall process Toll Pass transactions and post them to customer Toll Pass accounts.

5.3.2.3. The BOS Host Component shall also, through the interface with the Toll Host and IPS, automatically post transactions (Image Tolls, "I-Tolls") that were initially classified as image-based transactions but later linked to a valid toll account, to the appropriate toll account.

5.3.2.4. The BOS or Toll Host shall process Image-based transactions received from the Toll Host/Plaza Host; and check them against the COUNTY Positive List of valid Toll Pass account license plates for a match and posting.

5.3.2.5. For any image-based transactions that do not match Toll Pass Positive List, the BOS Host Component shall post them to the appropriate COUNTY receivables account.

5.3.2.6. The BOS Host Component shall then send these via System external interface to the COUNTY's designated 3rd-party payment processing / collections service provider (e.g. FTE SunPass / CCSS or equivalent, etc.) for payment processing, invoiced post-payment (e.g. Toll-By-Plate, etc.) and collections.

5.3.2.7. The BOS shall also validate related business policies for the data (i.e. automatic operations in the application to check for duplicates and/or check the toll rates on transactions) as developed collaboratively with the COUNTY during the Design Process.

5.3.2.8. Transaction exceptions shall be flagged and provisions made to automatically, or where appropriate to manually modify transactions as data errors are detected so they can be corrected for processing.

5.3.2.9. A permanent log of modifications shall be maintained as part of the UFM amendment.

5.3.2.10. Configurable & Flexible Design

5.3.2.10.1. The BOS Host shall be configurable and flexible to accommodate future business rules and different functionalities.

5.3.2.11. Dashboard Functionality

5.3.2.11.1. The BOS Host shall have a "Dashboard" functionality to allow management to monitor the status of any major component of the System.

5.3.2.11.2. The Dashboard functionality shall provide real time monitoring capabilities with an interface featuring easy to read graphic and text based data presentation.

5.3.2.12. Interface with Toll Host

5.3.2.12.1. The BOS Host shall interface with the Toll Host/Plaza Host in a seamless manner to allow for the transfer of UFM transaction files from the Lane to the BOS Host.

5.3.2.12.2. The BOS Host shall accommodate the distribution of files via the Toll Host to the toll Lanes, such as configuration files, transponder files, license plate files, toll schedules, and other files as required.

5.3.2.13. Distribution of Interoperability Files from the BOS via Toll Host to the Toll Lanes

5.3.2.13.1. The BOS Host shall be able to accommodate and process all required files for distribution via the Toll Host to the toll Lanes for processing interoperable transactions of all necessary Toll Pass and SunPass transponders lists. (e.g. FTE SunPass, etc.).

5.3.2.14. Interface with BOS Accounting & General Ledger System

5.3.2.14.1. The BOS Host environment shall include the BOS accounting capability for processing of account payments and refunds.

5.3.2.14.2. The BOS Host shall interface with the COUNTY General Ledger system and shall have the ability to interface with major accounting packages.

5.3.2.14.3. The System shall be able to export data to other applications, such as COUNTY General Ledger, Microsoft Excel and other applications.

5.3.3. Toll Transaction Processing, Sorting, & Distribution

5.3.3.1. General

5.3.3.1.1. The BOS elements for Transaction Processing, Sorting, and Distribution must be properly and completely integrated with the CSC Component to provide for the following functionality:

5.3.3.1.1.1. Comparison of license plate image review results to CSC database to identify and post transactions for Toll Pass customers.

5.3.3.1.1.2. Transfer on non-matching license plate image review results and associated transaction data files to a third-party service provider (e.g. FTE or other) to determine a match to a known customer account or record.

5.3.3.1.1.3. Support the processing of toll transactions in accordance with the COUNTY Business Rules.

5.3.3.1.2. The System shall be able to sort and post various toll transactions to the appropriate Payment Processor account, such as Toll Pass, SunPass compatible CSC, CCSS, and credit card for payment.

5.3.3.2. Image-Toll (I-Toll) Transaction Processing

5.3.3.2.1. The System shall identify Toll Pass customers, via the comparison of the image review file to the customer license plate data and post the amended transaction to the toll account.

5.3.3.2.2. The CSC application shall recognize when customers have configurable multiple I-tolls and provide Notification letters based on the COUNTY's configurable criteria.

5.3.3.3. Image-based Post-Paid Invoiced / Violation Toll Transaction Processing

5.3.3.3.1. For Image Toll transactions that cannot be posted to an existing account for registered toll customers (either COUNTY Toll Pass or 3rd-Party I-Toll) and processed for payment by that means, the System shall post the transaction to an internally generated account for Post-Payment Violation Processing.

5.3.4. ACCOUNTING - RECONCILIATION & SETTLEMENT OF TRANSACTIONS BETWEEN COUNTY & 3RD-PARTY TOLL ACCOUNT HOST ENTITIES

5.3.4.1. The System shall support a comprehensive, accurate, auditable and secure process for the reconciliation and settlement of claims for toll payments and other transaction processing.

5.3.4.2. The BOS shall receive from 3rd-Party Toll Account Host entities / Payment Processors a file indicating payments due from and made by 3rd-Party-hosted toll accounts.

5.3.4.3. The BOS shall be able to check the COUNTY's records of expected transaction revenue against the 3rd-Party files of toll payments due to the COUNTY and reconcile all transactions, including I-tolls and violations.

5.3.5. TOLL AUDIT & REPORTING

5.3.5.1. The BOS shall support the Toll Audit and Reporting functions of the System.

5.3.5.2. The BOS Host shall provide for System-wide auditing capabilities of CSC payments.

5.3.5.3. See Section 8 for Reporting Requirements

5.3.6. SECURITY

5.3.6.1. See Section 7, Security, Access & Storage Requirements.

5.3.7. DISASTER RECOVERY

5.3.7.1. See Section 0.3.7, Disaster Recovery Requirements

5.3.8. BOS DATABASE COMPONENT

5.3.8.1. General Requirements

5.3.8.1.1. The BOS Database Management System (DBMS) shall be the latest full stable release of the proposed database software available at the acceptance of System Detailed Design including all security and release patches.

5.3.8.1.2. The Contractor shall be responsible for maintenance of the DBMS and for providing all upgrades, security patches and updates to the DBMS.

5.3.8.1.3. The DBMS shall not be more than one level behind the DBMS stable publicized version.

5.3.8.2. Security

5.3.8.2.1. For additional BOS Security Requirements, see Section 7, Security, Access & Storage Requirements.

5.3.8.2.2. The Contractor's DBMS solution shall be secure and meet PCI requirements for all credit/debit card data transmitted to the database via (Customer Service Representatives) CSRs or received via the Internet and shall not store the entire credit card / debit card numbers.

5.3.8.3. Usability & Maintenance

5.3.8.3.1. The BOS DBMS shall provide capabilities to automate setup, job scheduling, and execution of backup and recovery scripts.

5.3.8.3.2. The BOS Host DBMS shall provide performance tuning capabilities to include but not be limited to server, database, table, index and query levels.

5.3.9. SOFTWARE REQUIREMENTS

5.3.9.1. Back Office Application User Interface

5.3.9.1.1. The BOS/CSC application user interface features shall include, but not be limited to the following:

5.3.9.1.1.1. Separate single sign-on for access to all PCI DSS System applications and one for all non-PCI DSS applications (with proper authorization).

5.3.9.1.1.1.1. It is expected that the System will not store credit card information, the Contractor shall provide a third party for credit card payment and terminal services.

5.3.9.1.1.2. A design that ensures the minimum number of user key strokes necessary to achieve a task, with particular attention to tasks that are performed frequently (account opening, updating, transponders, etc.)

5.3.9.1.1.3. Use of barcodes for transponder inventory, and correspondence efficiency.

5.3.9.1.1.4. Inclusion of alert messages for account warning and notifications.

5.3.9.1.1.5. Featuring keyboard shortcuts, in addition to limited mouse operation

5.3.9.1.1.6. Spell Check functionality

5.3.9.1.1.7. Authorized user sorting of data, either ascending or descending, based upon columns displayed

5.3.9.1.1.8. Data filtering capabilities for display of large volumes of data

5.3.9.1.1.9. Process for handling of all aspects of Toll Pass transponder set up, renewals, cancellations, terminations and other account actions.

5.3.9.1.1.10. Automated processes generated on the website between the BOS/CSC and the website for Toll Pass renewals.

5.3.10. HARDWARE REQUIREMENTS

5.3.10.1. CSR Workstations Hardware Requirements

5.3.10.1.1. All workstations shall comply with COUNTY IT Standards

5.3.10.1.2. All CSR workstations shall have dual LCD (minimum 19") screens.

5.3.10.1.3. The BOS workstations shall support the interface to barcode readers and document scanners.

5.3.10.2. Barcode Scanners

5.3.10.2.1. Barcode scanners will assist CSC / IPS staff with scanning barcodes affixed to transponders, notices and other pertinent documents, and insufficient funds payment processing.

5.3.10.3. Document Scanners

5.3.10.3.1. The BOS shall include document scanners to assist staff in scanning documents received by the CSC / IPS.

5.3.10.3.2. The scanned documents shall be retained in the BOS system and shall be associated with the appropriate account / violation and catalogued for easy retrieval.

5.3.10.3.3. Users shall have the ability to retrieve the scanned document based on date/time, account / violation number, and/or document number.

5.3.10.3.4. The BOS provider shall determine the type of equipment and quantity necessary to provide efficient operations.

5.3.10.4. Laser Printers

5.3.10.4.1. The Contractor shall procure, furnish, and install Laser printers to allow users to print receipts, reports, customer correspondence, detailed statements, and violation notices.

5.3.10.4.2. The printers provided shall meet the operational requirements of these Requirements, provided that there shall be at least one high speed color printer provided for special printing tasks.

5.4. IMAGE PROCESSING SUBSYSTEM (IPS) COMPONENT FOR IMAGE-BASED VEHICLE IDENTIFICATION (FUTURE OPTION AT THE COUNTY'S DIRECTION)

5.4.1. DESCRIPTION OF COMPONENT

The Image Processing Subsystem (IPS) provides for the analysis and disposition of images of customer vehicles that have passed through the toll lane. Such images are captured at the roadside by the System based on specific criteria established in accordance with COUNTY business rules, and then are analyzed to determine the identifying license plate number/state of the vehicle. The license plate number/state is then used to first determine if the vehicle is associated with an existing toll

account, and if not, then to identify the registered owner for collection and/or toll enforcement purposes.

Images shall be initially processed through an automated procedure using Optical Character Recognition (OCR) and Vehicle Signature Recognition (VSR); then depending on the success of the OCR / VSR process, the image may require additional manual review and analysis by a human image review clerk.

Once identified, the vehicle license plate number/state shall be added to the toll transaction UFM, then sent by the IPS to the Back Office Host for matching either to a Toll Pass transponder, to a transponder / license plate on a third-party Positive List payment processing or for violation processing to either: 1.) the SunPass System; 2.) the future CCSS (or equivalent); or 3.) in lieu of SunPass, the COUNTY Back Office Toll Enforcement Center.

It is required that the system be designed in the initial phase of implementation with the IPS component fully detailed in the software and hardware design. The IPS will be priced as optional equipment; the County may determine to initially implement the IPS or choose to implement it at a later date. The COUNTY will notify the contractor 6 months prior to the expected implementation if the IPS system and execute a separate direction to proceed on the implementation and testing of the IPS system. The initial implementation of the system will include an image reviewer capable of allowing COUNTY staff to search, review, save, and print images. The initial system will design to include an OCR engine, which will be priced as an Optional item.

5.4.2. GENERAL REQUIREMENTS

5.4.2.1. The IPS subsystem is preferred to have a standalone architecture that is integrated to the Back Office Subsystem.

5.4.3. FUNCTIONAL REQUIREMENTS

5.4.3.1. The BOS elements for Image Processing and Vehicle Identification must be properly and completely integrated with the CSC Component to provide for the following functionality:

5.4.3.1.1. Image review files comparison to CSC license plate database to identify customers.

5.4.3.1.2. Posting image-based toll transactions to existing customer toll accounts as I-Tolls.

5.4.3.1.3. Support the processing of toll transactions in accordance with the COUNTY Business Rules.

5.4.3.2. Automated Image Processing (by Optical Character Recognition)

5.4.3.2.1. The System shall provide the capability for independent Optical Character Recognition (OCR) and image matching for license plate

image processing prior to sorting and evaluating for potential human review.

5.4.3.2.2. The OCR element shall be configurable for the acceptable confidence levels and accuracy rates for automatic processing of images and for QA purposes

5.4.3.2.3. The OCR system shall be used to support the automated review of images and to provide maintenance metrics to monitor camera performance.

5.4.3.2.4. The OCR metrics shall display confidence values, and any other supporting data on all images, sorted by and single cameras, and all cameras. This information shall be available through reports, and dashboards

5.4.3.2.5. The OCR shall be capable of operating stand-alone regardless of the IPS implementation status.

5.4.3.2.6. OCR Performance Requirements

5.4.3.2.6.1. OCR Accuracy Rate is defined using the subset portion of human-readable license plate image sets read accurately by software at a specified confidence level threshold without human review for the purpose of license plate identification. The license plates not captured by software would be sent to manual human review. License plates that characters are touching the frame, or are obstructed from view or bent or damage are not included in the test set.

5.4.3.2.6.2. OCR Error Rate is defined as follows: Out of a set of human-readable license plate images, the number of incorrect reads divided by the total number of reads.

5.4.3.3. Manual Image Review Processing (by Human)

5.4.3.3.1. Workstation Screens shall be user-friendly, providing an efficient process for reviewing images and confirming license plate reads.

5.4.3.3.2. Images shall be sent to reviewers in a manner that allows for a constant feed of images for review.

5.4.3.3.3. The image review system shall process images in a sequence such that the oldest images are reviewed first.

5.4.3.3.4. Images must be high resolution images, in black/white, color or IR.

5.4.3.3.5. Images must be clear and easily enhanced.

5.4.3.3.6. Image enhancement tools shall be provided as part of the System for use to enhance the image quality to facilitate manual review.

5.4.3.4. Completion of Image Review Process

5.4.3.4.1. The image review process for each image will be considered complete when either the license plate number on the image has been sufficiently identified, or the image has been determined to be unusable/unreadable.

5.4.3.4.2. When the image review process has been completed, the IPS shall amend the UFM to add the license plate number and state information, or note that such information is undeterminable.

5.4.3.4.3. The IPS shall then send the UFM and link to the image back to the BOS Host for posting to the database and further processing for payment, posting as uncollectable or other action per COUNTY business rules, as applicable.

5.5. CUSTOMER SERVICE CENTER (CSC) COMPONENT

5.5.1. DESCRIPTION OF COMPONENT

The Customer Service Center (CSC) Component will provide general customer service software, customer relationship management software, and associated server and workstations so that the COUNTY staff can support the Toll Pass electronic toll collection program efficiently and accurately.

5.5.2. GENERAL

5.5.2.1. The CSC Component is the part of the BOS that supports the establishment, maintenance and management of COUNTY-hosted customer toll accounts.

5.5.2.2. The CSC Component shall include the following functionality without limitation:

5.5.2.2.1. Toll Pass Account Management functions such as, initiation, renewal, maintenance, termination and closure.

5.5.2.2.2. Transponder Inventory Tracking & Distribution / Fulfillment

8.4.2.3.4. Interactive and fully integrated Customer Service Website to support customer renewal of the Toll Pass accounts; license plate updates; and account usage statements.

5.5.2.2.3. Operations reporting of Statistics for Key Performance Indicators

5.5.2.2.4. Reconciliation, Audit & Reporting of Toll Pass purchases, renewal, credits, and refunds.

5.5.2.2.5. Customer Relationship Management (CRM), customer contact information, and license plate registration.

5.5.2.3. The CSC Component must be user-friendly, efficient, accurate, and dependable, easily expandable and modifiable.

5.5.2.4. The CSC Component must facilitate, support and enable efficient System operations.

5.5.2.5. The CSC Component must be easily configurable to accommodate COUNTY Business Policies, practices and changes.

5.5.3. CUSTOMER INTERFACE CHANNELS

5.5.3.1. The CSC shall support customer interface with the System via the following channels, at a minimum:

5.5.3.1.1. Walk-in Customer Service Center (facility provided by COUNTY)

5.5.3.1.2. Telephone Call Center (phone system provided by COUNTY)

5.5.3.1.3. Interactive Web site (integrated by Contractor to current web site)

5.5.3.1.4. Mail (Letter generation provided by Contractor)

5.5.3.1.5. E-mail (integrated into existing e-mail system by Contractor)

5.5.3.1.6. SMS Text-messaging (preferred but not mandatory, service provided by Contractor)

5.5.3.1.7. Fax (electronic fax service provided by Contractor, using County telephone line)

5.5.3.1.8. App Service (preferred but not mandatory, service provided by Contractor)

5.5.4. TOLL PASS ACCOUNT MANAGEMENT / ADMINISTRATION

5.5.4.1. General

5.5.4.1.1. The System shall enable the CSR to easily access the customer account by use of multiple methods of identification name, address, phone number, license plate and transponder ID.

5.5.4.1.2. The CSR shall have all access means on a single screen, and shall use a single sign-on to access all CSR applications.

5.5.4.1.3. The System shall provide all the functionalities necessary to properly manage and administer the customer accounts in accordance with COUNTY Business Rules and policies.

5.5.4.2. Toll Pass Account Data

5.5.4.2.1. The System shall provide for the collection and input of data relevant to each Toll Pass account including the following without limitation:

5.5.4.2.1.1. Toll account holder personal identification and contact data

5.5.4.2.1.1.1. Name, address, phone, e-mail, etc.

5.5.4.2.1.2. Vehicle data

5.5.4.2.1.2.1. license plate: e.g. state, number, type, etc.

5.5.4.2.1.2.2. vehicle: e.g. year, make, model.

5.5.4.2.1.3. Toll Pass account data

5.5.4.2.1.3.1. Toll account type (Toll Pass (annual prorated or other), non-revenue, other)

5.5.4.2.1.3.2. Transponder type: e.g. mini (sticker), portable and bumper-mounted, other.

5.5.4.3. Toll Account CSR GUI

5.5.4.3.1. The System shall provide an account detail confirmation screen, with edit capabilities displaying all customer details of previous notes and current fields to be entered.

5.5.4.3.2. Time-saving features such as tabbing and automatically completing city name from the zip code.

5.5.4.4. Toll Account Initiation / Establishment /Renewal Process

5.5.4.4.1. Whether automatic or via manual CSR setup, the System shall provide a method to authenticate that the customer meets the annual pass requirements for account initiation or renewal.

5.5.4.4.2. The System shall provide for Toll Pass account establishment and maintenance through the following channels:

5.5.4.4.2.1. Walk-in customer service center(s)

5.5.4.4.2.2. Secure website (Renewal only)

5.5.4.4.2.3. Call Center

5.5.4.4.2.4. Mail, fax or e-mail

5.5.4.4.3. The System shall provide for Toll Pass account renewals and maintenance through the following channels:

5.5.4.4.3.1. Walk-in customer service center(s)

5.5.4.4.3.2. Secure website (Renewal only)

5.5.4.4.3.3. Call Center

5.5.4.4.3.4. Mail, fax or e-mail

5.5.4.4.3.5. Web online service provided by the contractor

5.5.4.4.4. The System shall be able to recover an interrupted account initiation by an authorized CSC user and a customer renewing once authenticated online.

5.5.4.4.5. The account initiation process shall include the collection and input of all the information required to properly activate, use and manage an account per the COUNTY's business rules and requirements.

5.5.4.4.6. The System shall be able to automatically recognize customers in various scenarios when customer information is entered into the System; for example when a user inputs information that can be linked to an existing account (e.g. customer's name, license plate number, phone number, address) the account record shall pop-up on the screen.

5.5.4.4.7. The System shall be able to prevent duplicate accounts (based on such customer identification).

5.5.4.4.8. The System shall meet all PCI requirements and not store or display credit/debit card numbers, with the exception of only the last 4 digits

5.5.4.4.9. All credit/debit payment card transactions shall be processed by the credit card processor and not the COUNTY staff.

8.4.2.3.4. The System will interface with Contractor provided credit card terminals at the CSC for processing account payments.

5.5.4.4.10. Transponder-Related Functions

5.5.4.4.10.1. A Toll Pass ID device (e.g. transponder, decal, etc.) shall be associated with only one vehicle, i.e. a Toll Pass ID device shall not be used for multiple vehicles.

5.5.4.4.10.2. The System shall be capable of assigning multiple vehicles (each with its own unique Toll Pass ID account device) to a single customer contact.

5.5.4.4.11. The System shall support the processing of various Toll Pass account types including, but not limited to private, commercial, non-revenue and private (handicapped) non-revenue.

5.5.4.4.12. The System shall be able to account for a different pricing structure for each type of transponder.

5.5.4.4.13. The System shall be able to support transponder discount and giveaway, and renewal promotions allowing for reduced / differential cost structure, and promotional codes for discounts.

5.5.4.4.14. The System shall be able to determine the eligibility of a customer for discounted / free /renewal transponder based on zip code, and /or promotional code.

5.5.4.4.15. The System shall be able to provide to a customer or CSR an indication of eligibility of a customer for specialty discounts based on a pre-defined list of accounts (such as renewals).

5.5.4.4.16. The System shall be able to process promotion / coupons and mark an account as opened in connection with a marketing event.

5.5.4.4.17. The System shall be able to process and store in electronic format any relevant document used in the establishment of a Toll Pass account.

5.5.4.4.17.1. For example, if the COUNTY policy is to submit a signed customer agreement or Toll Pass application, the BOS shall be capable of storing said document in .pdf format.

5.5.4.5. Toll Account Maintenance

5.5.4.5.1. The System shall enable an authorized user to update account information.

5.5.4.5.2. The Contractor shall fully define during the Design Phase the restrictions on what data may be displayed, added, or updated by BOS/CSC authorized users and customers directly via the website.

5.5.4.5.3. The System must provide an effective capability to manage access and user access for specific personnel positions and job duties.

5.5.4.5.4. The System shall enable an authorized user to update vehicle information (add, delete, and modify vehicles and license plates on the account).

5.5.4.5.5. Account configurations shall allow for special circumstances such as the following:

5.5.4.5.5.1. The ability to accommodate customers who wish to pay for more than one account

5.5.4.5.5.2. Option for prorated annual pass in increments of prorated discounts (i.e. customer purchasing a Toll Pass 4 months after beginning of annual pass period would pay a prorated reduced price).

5.5.4.5.5.3. Pass durations for less than the full annual period (e.g. by the week, month, quarter, season, etc.) configured by time durations at various programmed rates, depending on duration and time of year.

5.5.4.5.6. The System shall provide the capability for a CSC representative to mark a transponder as lost or stolen and request replacement while removing the previous transponder from valid lists.

5.5.4.5.7. The System shall be able to support the processing of requests for replacement transponders, indicating the reason why, and posting associated fees to the account.

5.5.4.5.8. The System shall be able to support the process of renewing transponder requests from the website, validating transponder ID, name, address, license plate, aggregating all Toll Pass renewals for the customer on one screen, such as multiple passes can be renewed concurrently and provide confirmation and receipt.

5.5.4.5.9. The System shall be able to support the process for temporarily and permanently deactivating a transponder.

5.5.4.6. CSC shall have access to Image-based / Violation, and transaction data

5.5.4.6.1. The System must be able to access information on image-based transactions in the event an I-Toll is posted to the account.

5.5.4.6.2. The System must be able to provide an authorized staff person access to the CSC data and accounts to convert an image transaction to an I-Toll Toll Pass transaction if necessary, such as in the case of an image-based customer / violator claiming to be a customer, or some other valid circumstance that would be in accordance with COUNTY business rules.

5.5.4.6.3. The System shall track the number of Image Toll (I-Toll) transactions that occur for each valid transponder associated with a valid toll account and create a report to the CSC management, indicating accounts that have exceeded a configurable threshold of "X" I-Toll transactions within a defined time period.

5.5.4.6.4. The System shall be able to automatically (per configurable parameters) generate a configurable notice to advise the customer that an issue exists with the transponder's ability to be properly read by the System and should be checked for problems.

5.5.4.7. Change of Account Status

5.5.4.7.1. The System shall provide the capability for a CSR to merge or split accounts.

5.5.4.7.2. The System shall provide the capability for an authorized user to suspend accounts without closing the account.

5.5.4.7.3. The System shall provide the capability for authorized user to mark an account for closure.

5.5.4.7.4. The System shall provide the ability for a customer to access his or her account via the web with a secure process for a username (e-mail address) and PIN, and security questions for credential resets.

5.5.4.8. Account Notes & Documentation Requirements

5.5.4.8.1. The application will allow for notes documenting account management activity entered into the account record by the CSR when the customer calls.

5.5.4.8.2. The comments and notes section shall be accessible on-demand within the account for efficient review and analysis.

5.5.4.8.3. The System shall provide the capability to check for duplicate account ID and customer names and produce an informational message when this occurs, such that accounts can be verified to be linked.

5.5.4.9. Account Statements & History Requirements

5.5.4.9.1. The System shall be capable of providing Toll Pass account statements electronically (PDF, HTML, or TXT format).

5.5.4.9.2. The System must provide the customer with the ability to select access to statements via the web, have statements e-mailed on a monthly basis, or have a hard copy monthly statement mailed for a fee based on COUNTY business rules.

5.5.4.9.3. Once a hard copy monthly statement is selected by a customer, the System shall automatically generate statements to be mailed.

5.5.4.9.4. Customers should have access to a minimum of one year of account activity through the Website.

5.5.4.9.5. The System shall provide the ability to track and print an account historical transaction report along with comments in chronological order through by a CSR.

5.5.4.10. Toll Account Expiration & Renewal

5.5.4.10.1. System shall be able to automatically (per configurable parameters) send a reminder to Toll Pass customers via e-mail, SMS, or mail for any purpose including, without limitation, the upcoming expiration of their Toll Pass.

5.5.4.10.2. Upon expiration of the Toll Pass, the System shall provide for a grace period (of configurable duration, initially fifteen (15) days) for the customer to renew the Toll Pass without violation. During this period, transactions will be flagged and result in a configuration for an automated letter to be sent to the account owner to notify them that the account must be renewed.

5.5.4.10.3. If the Toll Pass is not renewed before the grace period expires, all transactions occurring after the end of the grace period shall be either by cash payment at the toll booth or processed as violation and may still be associated with former account.

5.5.4.11. Toll Account Closing

5.5.4.11.1. The System shall be able to place a toll account into "Pending Close" status prior to "Final Closure" to allow pending transactions to process while not allowing any new transactions to be initiated.

5.5.4.11.2. Final closure of the toll account should happen automatically (per configurable parameters) on a specified date, which should be enforced by the System, but the final closure date can be adjusted manually.

5.5.4.11.3. Upon closure of the account, the System shall calculate if any re-payment is due back to the customer and indicated method of the

repayment, and refund the customer in accordance with county business rules, which may include a double review process.

5.5.4.11.4. Closure documentation shall be automatically generated by the System.

5.5.5. Transponder Inventory Management & Fulfillment / Distribution Requirements

5.5.5.1. The System shall include a transponder inventory application that supports inventory management, transponder purchasing, distribution, tracking, warranty, returns to manufacturer and reporting.

5.5.5.2. Bar Code Processing & Automatic Entry of Inventory ID Numbers

5.5.5.2.1. The System shall include the capability for bar code processing and automatic entry of transponder identification numbers for inventory management.

5.5.5.3. Transponder Inventory Tracking

5.5.5.3.1. The System must be able to track all COUNTY-issued transponders from time of receipt of the transponder by the COUNTY from the supplier to the time of removing from the transponder population, to the time of ultimate disposal, with the ability to track the transponder throughout its use (issuance to customer, warranty times, etc.)

5.5.5.3.2. The System shall track inventory levels and support the timely purchase of additional transponder inventory.

5.5.5.4. Transponder Warranty Status Tracking

5.5.5.4.1. The System shall provide the capability to record the receipt of transponders returned to the COUNTY as defective, and to track the status of said transponders.

5.5.5.5. Reports

5.5.5.5.1. See Section 8, Reporting Requirements.

5.5.6. Correspondence & Document Management

5.5.6.1. Correspondence Management

5.5.6.1.1. The System shall be able to store and link electronic copies of any inbound or outbound correspondence to an account; this includes e-mail and regular mail.

5.5.6.1.2. The System shall provide at the CSR level efficient and immediate access to stored correspondence.

5.5.6.1.3. The System shall provide Quality Assurance (QA) capabilities for reviewing outgoing correspondence.

5.5.6.1.4. The System shall provide the capability for hard copy correspondence to be scanned and converted to .pdf files for storing in the System.

5.5.6.1.5. The requirements for archiving or destroying hard copies of scanned correspondence will be finalized during the Design Phase.

5.5.6.1.6. The System shall be capable of associating customer e-mails and responses to the customer's account.

5.5.6.2. Document Tracking Labels - Barcodes

5.5.6.2.1. The System shall include barcode devices to support for operational efficiency where return correspondence is anticipated.

5.5.6.2.2. Barcodes shall be placed on payment-related System-printed documents which are sent to customers, including printed payment slips, etc.

5.5.6.2.3. When a barcode is scanned by an authorized user, the System shall open the appropriate task and record or account in context and shall not require further navigation.

5.5.6.2.4. Inadvertent scanning of non-COUNTY barcodes shall be ignored.

5.5.6.2.5. In the case of scanning a transponder during fulfillment, the System shall also populate the appropriate field in the database, and associate the transponder with the appropriate Toll Pass account.

5.5.6.3. Automated Toll Account-related Notice Requirements

5.5.6.3.1. The CSC Subsystem must be configurable to be able to generate automated notices, letters and communications either by regular mail, text messages or e-mail.

5.5.6.3.2. Notices and communications shall include the following without limitation:

5.5.6.3.2.1. Account statements

5.5.6.3.2.2. Reminders for Toll Pass renewals

5.5.6.3.2.3. Multiple I-tolls Notifications (when a customer has in excess of a predetermined number of I-tolls in a week or month)

5.5.6.3.2.4. Other account related notifications

5.5.6.4. Mailing Systems

5.5.6.4.1. Documents shall be stored in .pdf format for printing.

5.5.6.4.2. Documents shall be stored in daily files for printing folders.

5.5.6.5. Mail Management

5.5.6.5.1. The System shall allow a customer address to be "flagged" as an "invalid address" to prevent future mail from being sent to that address.

5.5.6.5.2. The System shall track the "flagged" invalid addresses.

5.5.6.5.3. If a customer with a "flagged" invalid address logs into the account, the System shall request that the customer update the address.

5.5.6.5.4. If e-mail or text messaging information is provided on the account, the System should send a message to notify the customer that address information must be updated.

5.5.6.6. E-Mail Management

5.5.6.6.1. If an e-mail is returned as an invalid address, the System shall send a notice via regular mail to the address on the account informing them that their e-mail address must be updated.

5.5.6.6.2. Additionally, should an account be flagged for an invalid mailing address, and an e-mail address exists on the account, the System shall generate an e-mail notice that the address on the account must be updated.

5.5.7. TOLL AUDIT & REPORTING OF THE BOS AND CSC

5.5.7.1. Audit Capability

5.5.7.1.1. The BOS and CSC shall support the Toll Audit and Reporting functions of the System.

5.5.7.1.2. See Section 8, Reporting Requirements

5.5.7.2. Reports Package

5.5.7.2.1. The BOS and CSC application shall support the applicable Reporting functions of the System.

5.5.7.2.2. See Section 8, Reporting Requirements

5.6. PAYMENTS PROCESSING REQUIREMENTS

5.6.1. GENERAL

5.6.1.1. The System shall be capable of processing payments for fees and other charges attributed to a particular COUNTY-Hosted Toll Pass account.

5.6.1.2. The System shall be capable of processing post-payments for fees and other charges attributed to a particular toll transaction generated in a COUNTY toll lane.

5.6.1.3. The System shall support multiple types of payment media payment transactions including the following without limitation:

5.6.1.3.1. Credit Cards

5.6.1.3.2. Debit Cards

5.6.1.3.3. Automated Clearing House (ACH)

5.6.1.3.4. Checks

5.6.1.3.5. Cash

5.6.1.3.6. Money Order

5.6.1.3.7. Activity of payment card processor

5.6.1.4. The System shall provide the capability to activate or deactivate a particular payment method.

5.6.1.5. The System shall be able to process electronic payments (e.g. from Credit Card/Debit Card) in real-time from Contractor provided 3rd party interfaced terminals.

5.6.1.6. No credit or debit card shall be stored in the System, only the last 4 digits may be stored, or as in accordance with PCI requirements.

5.6.1.7. The System shall be able to accept multiple payment options within one account.

5.6.1.8. All historical records associated with the payment method shall remain associated with the account.

5.6.1.9. The System shall be able to process on-demand receipts.

5.6.1.10. Detailed payment requirements may be further defined during the Design Phase.

5.6.2. PAYMENT CARD PROCESSING REQUIREMENTS

- The System shall provide the ability to accept a security codes (a three digit number on back of credit card) for credit card payments. Security codes relate to support for "Verified by Visa" and "MasterCard Secure Code" where a password is generated for each purchase.

5.6.2.1. The System shall allow refunds to credit/debit card upon the customer providing their credit card.

5.6.2.2. The System shall provide for encryption of credit / debit / bank account numbers in compliance with PCI standards.

5.6.3. Automatic Renewal Requirements

5.6.3.1. The System shall provide for customer payments for renewal of Toll Pass accounts over a secured web credit/debit card payment process.

5.6.4. Refunds Requirements

5.6.4.1. The CSC shall be able to prepare the refunds according to the business rules established by the COUNTY.

5.6.4.2. For payments that were made via a credit/debit card, the System must be able to make a refund to the card presented in person.

5.6.4.3. Operations parameters such as time intervals to batch files for check refund payments shall be configurable.

5.6.4.4. The CSC shall also send a check run report to the COUNTY for approval.

5.7. Web Hosting Component

5.7.1. General

5.7.1.1. The BOS shall include an Interactive Website Component that shall allow customers to renew Toll Pass accounts, access statements and historical data, e-mail the CSC, and to order transponders, and update license plate, address, and account information.

5.7.1.2. The System must be linked to, and integrated with the COUNTY's website www.myescambia.com and www.SRIA-FLA.com (currently hosted by Antler Service or another web site as directed by the COUNTY).

5.7.1.3. The COUNTY will host the contractors developed web site.

5.7.1.3.1. The Customer Website capabilities and user interface have been developed and are currently maintained by the COUNTY, which provides the necessary web hosting hardware, software, security, and network support.

5.7.1.3.2. The Contractor shall work with the COUNTY to update the website to both provide additional customer functionality available via this procurement and to interface to the Contractor-provided BOS/CSC solution.

5.7.1.4. The Contractor's website shall be easy to use and intuitive.

5.7.1.5. The website shall allow a customer to self-authenticate based on existing account data to be determined through the design process, create and manage a user name and password.

5.7.1.5.1. The customer shall have the ability to recover and change pass words through automated emails or SMS message.

5.7.1.5.2. The customer must agree to the COUNTY terms and conditions statement for renewal and attest to being residing at the same address for Toll Pass plans based on locations.

5.7.1.5.3. The customer must authenticate the address for renewals.

5.7.1.6. Website should be near real time with transactions, statements, account maintenance, payments, etc.

5.7.1.7. Customers must be able to complete all renewal activities online via the web, saving CSR intervention for unique problems in accordance with county business rules.

5.7.1.8. The website shall integrate to the payment card processor in a "shopping cart" type approach to allow the user to make secured payment card transactions through the payment card processors linked payment site.

5.7.1.8.1. The customer shall be able to review, modify, cancel or proceed once in the "shopping cart".

5.7.1.8.2. Customers shall be able to print recipes for renewal payments after completing the "shopping cart" transaction for renewals.

5.8. COLLECTION AGENCIES & TRACKING OF COLLECTION STATUS (FUTURE OPTION AT THE COUNTY'S DIRECTION)

5.8.1.1. The System shall provide the future capability to send and receive files to a registered 3rd-Party Collection Agency as designated by the COUNTY.

5.8.1.1.1. Such action would occur only after certain specific written direction

5.8.1.2. The System shall have the future capability to send and receive collections files to multiple collection agencies based on configurable criteria related to the volume of violations, or account activities, and upon proper COUNTY authorization.

5.8.1.3. The System shall generate reporting for aging, recovery reporting, of the collection agencies.

5.9. TOLL ENFORCEMENT CENTER COMPONENT (FUTURE OPTION AT THE COUNTY'S DIRECTION)

5.9.1. GENERAL

5.9.1.1. At a future date the COUNTY may require the Contractor to implement a Toll enforcement center component. This work would be issued under separate written authorization.

5.9.1.2. The Toll Enforcement Center Component shall support the COUNTY escalated efforts to recover unpaid toll revenue owed to the COUNTY for which standard payment and collection processes by the COUNTY and authorized third-party entities have been unsuccessful.

5.9.1.3. The System shall provide the capability to support the COUNTY's processes for Toll Enforcement in accordance with the laws, rules and regulations of the State of Florida Statues and the COUNTY.

5.9.1.4. COUNTY Toll Enforcement actions may include the following, without limitation:

5.9.1.4.1. Issuance of Vehicle Registration Holds in conjunction with the Florida Department of Highway Safety and Motor Vehicles (DHSMV)

5.9.1.4.2. Issuance of Uniform Traffic Citations (UTCs) for adjudication through the judicial court system

5.9.1.5. COUNTY Toll Enforcement processes may include the following, without limitation:

5.9.1.5.1. Generation of Toll Enforcement action documentation

5.9.1.5.2. Internal and external approvals / sign-off / execution of documentation related to Toll Enforcement actions

5.9.1.5.3. Development, administration and management of the information database related to Toll Enforcement actions

5.9.1.6. Detailed functionality related to these processes will be confirmed during the Design Phase.

5.9.2. REGISTRATION HOLD PROCESS

5.9.2.1. The System shall provide the future capability to send and receive files to / from the Florida Department of Highway Safety and Motor Vehicles (DHSMV) as designated by the COUNTY.

5.9.2.1.1. Such action would occur only after certain configurable criteria are met, and upon proper COUNTY authorization.

5.9.2.2. The System shall generate reporting for comparison, analysis and tracking of Registration Holds processed by the COUNTY through the DHSMV system.

5.9.2.3. Detailed functionality related to this process will be confirmed during the Design Phase.

5.9.3. Uniform Traffic Citation Process

5.9.3.1. The System shall provide the future capability to send and receive files to / from the Escambia County judicial court system as designated by the COUNTY.

5.9.3.1.1. Such action would occur only after certain configurable criteria are met, and upon proper COUNTY authorization.

5.9.3.2. The System shall generate reporting for comparison, analysis and tracking of UTCs and toll enforcement cases processed by the COUNTY through the court system.

5.9.3.3. Detailed functionality related to this process will be confirmed during the Design Phase.

6. COMMUNICATIONS NETWORK

6.1. GENERAL REQUIREMENTS

6.1.1. GENERAL AND FUNCTIONAL REQUIREMENTS

6.1.1.1. The Contractor shall use the COUNTY Wide Area Network (WAN) between the Toll Host site(s), and the Bob Sikes Bridge Toll Plaza and the COUNTY Toll Pass Customer Service Center, and other locations specified.

6.1.1.2. The COUNTY will provide the communications infrastructure for the WAN.

6.1.1.3. The Contractor shall use the same type of equipment as the COUNTY. Currently the COUNTY uses CISCO network equipment.

6.1.1.4. The Contactor shall be responsible for all connections and equipment necessary to connect to the COUNTY's WAN.

6.1.1.5. Port assignments will be determined during the Design phase with collaboration with the COUNTY.

6.1.1.6. The Local Area Networks (LAN) and all associated equipment used by the Toll System at the toll plaza shall be provided by the Contractor as part of the Toll System.

6.1.1.7. Within COUNTY offices, the Contractor shall provide all equipment and services to connect all Toll System desktop workstations (to the COUNTY LAN.

6.1.1.8. The Contractor shall work with COUNTY staff to receive an authorized username and password authentication to gain access to the Toll System.

6.1.1.9. COUNTY Security Policies and Procedures shall be followed at all times.

6.1.1.10. The Contractor shall be responsible for designing and providing all toll equipment necessary for any LAN and connection to the WAN as it relates to the System being deployed at all locations in this Contract.

6.1.1.11. The Contractor shall provide all network needs and configuration to connect with the WAN such as, firewalls, VPNs, IP addressing, switches, routers and to ensure proper secure network implementation.

6.1.1.12. The Contractor shall provide all necessary testing, and connection along with any necessary cabling / equipment to the COUNTY network.

6.1.1.13. The Contractor shall provide adequate network design calculations to show capacity and levels of service required of the WAN, but the Contractor is

cautioned that excessive bandwidth needs or overly conservative calculations will not be acceptable.

6.1.1.14. The bandwidth calculations shall take into account the following, without limitation:

6.1.1.14.1. The number of Images captured of each vehicle

6.1.1.14.2. The Video stream from TVAS cameras

6.1.1.14.3. System data transmission

6.1.1.14.4. Future Connection to FTE CSC and future CCSS connection

6.1.1.14.5. Data from other systems that may be transmitted on the network equipment

7. SECURITY, ACCESS & STORAGE REQUIREMENTS

7.1. DESCRIPTION OF COMPONENT

All access to physical devices or components, and to systems and databases shall be restricted to authorized users, and require the use of user-level access credentials.

This section addresses physical, systems, and database access requirements as it relates to the Toll Collection System.

Currently, the COUNTY uses a legacy security system for physical access to the buildings and will continue to use this legacy system during the transition and after the implementation of the new Toll Collection System. The legacy security system is the card access system for the COUNTY toll facilities. The legacy security system is not in the scope of this project and will not be integrated with the Toll System

7.2. GENERAL & FUNCTIONAL REQUIREMENTS

7.2.1. GENERAL

7.2.1.1. User authorization and access levels shall be maintained through the entire System.

7.2.1.2. The System shall have security capability to control user access to MLT and secure workstation applications.

7.2.1.3. The System shall obtain security updates from the Toll Host in real-time.

7.2.1.4. Access to the Lane, Plaza, Toll Host, Back Office Customer Service Center (CSC), Image Processing (IP), Toll Enforcement Center (TEC), and Maintenance Online Management subsystems (MOMS) shall be secure.

7.2.1.5. Access to the System shall require dual authentication (i.e. user name, password).

7.2.1.6. Lane, Plaza and Toll Host users shall be restricted in the functions they are allowed to perform based on their role in the organization and their assigned access control level.

7.2.1.7. The System shall include single sign-on capability, which allows for access to all authorized applications.

7.2.1.8. The System shall have one separate single sign-on for any required PCI DSS applications, and one for non-PCI DSS applications.

7.2.1.9. The System Administrator shall use configuration tools to easily set access authorization for all users to specific applications.

7.2.1.10. The System shall incorporate a configurable intrusion and virus detection application.

7.2.2. PHYSICAL SECURITY

7.2.2.1. Access shall require keys for the following, without limitation:

7.2.2.1.1. Cash drawers

7.2.2.1.2. Electronic cabinets

7.2.2.1.3. Traffic Gates

7.2.2.2. Lock requirements shall be as follows:

7.2.2.2.1. All equipment and cabinet locks shall be removable and replaceable cylinder lock types.

7.2.2.2.2. Equipment shall be keyed as determined through the Design Process with specific attention due to proper controls.

7.2.2.2.3. Access to any revenue compartment such as vaults shall be keyed differently with a high security locking device.

7.2.3. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS

7.2.3.1. The System shall comply with Payment Card Industry Data Security Standards (PCI DSS) pertaining to Level 3 service of PCI DSS.

7.2.3.2. The System shall meet or exceed Payment Card Industry (PCI) Data Security Standard (DSS) and State of Florida privacy requirements for storing customer sensitive information, including the following without limitation:

7.2.3.2.1. Driver's license

7.2.3.2.2. Credit card numbers

7.2.3.2.3. Debit card numbers

7.2.3.2.4. Bank account numbers (for ACH payments)

7.2.4. DATABASE ACCESS

7.2.4.1. The System shall permit only System Administrators access to the Toll Host database for purposes including the following without limitation:

7.2.4.1.1. System maintenance

7.2.4.1.2. Software upgrades

7.2.4.1.3. Backup, archiving, and restoration

7.2.4.1.4. All access shall be logged by the System in a secure manner, and all actions conducted by the System Administrator shall be recorded.

7.2.5. ARCHIVE AND BACKUPS

7.2.5.1. The System shall provide an Archiving program or application supporting functions such as the following without limitation:

7.2.5.1.1. Archive in a multimedia environment all transaction records, images, etc. to an appropriate CD-ROM, DVD, flash drive, or other storage device approved by the COUNTY.

7.2.5.1.2. Maintain a master cross reference of all archived information.

7.2.5.1.3. Capable of retrieving archived data for printing or inclusion in reports.

7.2.5.1.4. Contractor shall provide online storage (for 3 years of transactions) and offline storage (for 10 years of transactions).

7.2.5.1.4.1. Backup storage and storage archived shall have easy-to-use tools to recover and restore transactions to the System.

7.2.5.1.5. The System shall be configured for auto-backup for intervals of daily, weekly, and monthly data, without impacting System performance.

7.2.5.1.6. Backup data shall be automatically repopulated to the System by the use of system commands in the event of a restore function.

7.2.5.1.7. Archive and backup storage media shall be able to be easily expanded.

7.2.6. REMOTE ACCESS

7.2.6.1. The System shall have the capability to allow technicians and/or other authorized users to access the System from a remote location via a secured network connection.

7.2.7. INFORMATION ACCESS

7.2.7.1. The System shall enable controlled access in accordance with the user's assigned work role and the access privilege allocated to that role.

7.2.7.2. The System shall support a minimum number of 25 roles.

7.2.7.3. Access to data types shall be limited in accordance with a mapping of data type access to the assignable roles.

7.2.7.4. User's identification and password shall be required to access System information.

7.2.7.5. The System shall determine the user's assigned role based on the user's identification, which in turn determines which data elements can be accessed and whether access permits creating, reading, updating, deleting, and printing the data element.

7.2.7.6. The System shall record every security system change, including the issuance of new or deleted user IDs.

7.2.7.7. The data associated with newly created user IDs or deleted user IDs shall be stored on a restricted security audit file which shall be read-only to the System administrator.

7.2.8. Toll Host Subsystem Security

7.2.8.1. The Toll Host Subsystem shall provide security and integrity for all System data.

7.2.8.2. The Toll Host application shall be capable of defining and maintaining security access privileges including the allocation of user roles (read and/or write capabilities), usernames, passwords, PIN number and any additional employee information required by the COUNTY.

7.2.8.3. The Toll Host shall incorporate the "single sign on" via federated identity management security capability enabling users to perform tasks and access resources consistent with their specified user permissions upon logging into the application services that access the Toll Host environment so as not to require the user to repeatedly sign on for various functionalities..

7.2.8.4. The Toll Host shall transmit applicable user access information to the Plaza and Lanes.

7.2.8.5. The Toll Host shall store sensitive security data in the database in an encrypted form.

7.2.8.6. Authorized COUNTY personnel shall have direct user access to the Toll Host database.

7.2.9. Plaza Subsystem Access Control Requirements

7.2.9.1. Logins shall be required to control access to Plaza application functionality.

7.2.9.2. Plaza application pages shall be subject to timeout after a configurable period of inactivity.

7.2.9.3. Timeout parameters for the Plaza application shall be configurable by page with the ability to mark some pages (such as dashboards, toll collector screens, and others) to not timeout.

7.2.9.4. The Plaza application software shall produce views based on user level authorization.

7.2.10. BOS SECURITY

7.2.10.1. The BOS Host shall provide a high level of security to ensure the integrity of all information and data contained therein including but not limited to customer accounts.

7.2.10.2. The System must include an automatic inquiry and report on the multiple use of the same credit card/debit card being used for multiple refunds of balances.

7.2.11. WEBSITE SECURITY

7.2.11.1. Website shall employ Transport Layer Security (TLS) or similar secure endpoint authentication with a trusted digital certificate to protect communication streams for public web connections.

8. REPORTING REQUIREMENTS

8.1. GENERAL REQUIREMENTS

8.1.1. DESCRIPTION OF COMPONENT

The reports listed in this section support ongoing operations, maintenance, financial activities, and other processes and is of the utmost importance that the System generates these reports efficiently and accurately.

8.1.2. GENERAL REPORTING REQUIREMENTS

8.1.2.1. The Contractor shall be responsible for providing a suite of report capabilities to enable the COUNTY to run reports on operations, maintenance, finance and accounting, including reconciliation and auditing activities, and other reports as described in this section of the RFP.

8.1.2.2. System-wide reports shall originate from the Toll Host.

8.1.2.3. Reports shall be selectable and include the entire System.

8.1.2.4. Plaza-specific reports shall originate from the Plaza computer, if not combined with the Toll Host, but may be accessed remotely by authorized users at another (future) Plaza or the Toll Host.

8.1.2.5. The Contractor shall work with the COUNTY to ensure that the existing structure of reports is generally preserved, but may be improved where possible.

8.1.2.6. During the transition to the new System, there shall be no gap of information in the reports generated by the new System, the Legacy system, or a combination thereof.

8.1.2.7. Reports shall be further defined through the Design Phase in a collaborative manner with the COUNTY.

8.1.3. REPORT CONTENT SELECTION REQUIREMENTS

The System shall support the capability to create both summary and detail data in reports as desired.

8.1.3.1. Authorized users shall have the ability to drill down from the summary level to the detailed level to retrieve the sought after details for any further analysis.

8.1.3.2. Reports shall be capable of being summarized by hourly, daily, weekly, bi-weekly, monthly, quarterly, or annually.

8.1.3.3. Reports shall be selectable separately for each toll Lane; or the entire Plaza.

8.1.4. Report Access Control Requirements

8.1.4.1. Access to reports shall be limited to authorized users only and this access shall be controlled by pre-defined user roles and login/password security established beforehand.

8.1.4.2. Authorized personnel shall be able to generate Plaza-level reports from the Plaza, or from the Toll Host.

8.1.4.3. Reports should be accessible through dashboard screen and tabs.

8.1.5. Report Format Requirements

8.1.5.1. Consistent report field names and calculations shall be incorporated across all reports generated by the System in order to support audit and reconciliation requirements.

8.1.5.2. All reports shall have appropriate titles, headers, date, timestamp, page numbers, and indicate searched or report criteria.

8.1.5.3. The reports and data shall be able to be plotted in a variety of common chart and graphical formats in order to visually display trend line or other variations over a specified period of time.

8.1.5.4. The System shall provide the ability for reports to have a legend to define report content.

8.1.6. Printing, Saving & Exporting Reports

8.1.6.1. Both automated and on-demand reports shall be created and printed automatically by authorized personnel as needed or viewed from a browser-based user application. This capability shall be configurable by user group and/or delivery method.

8.1.6.2. Authorized personnel shall be able to export/print/save data to ".PDF", ".CSV", and ".XSLX", formats for any time period, of any type of report.

8.1.6.3. All automated reports shall be saved in automatically appropriate file folders and automatically emailed to a subscriber list of email addresses.

8.1.6.4. All on demand reports shall be capable of being exported, saved with an editable file name and browse function for storage in folders.

8.1.7. Searches & Queries

8.1.7.1. A search generation application shall allow the COUNTY personnel and other authorized users to select the search criteria to generate a report.

8.1.7.2. This search criteria shall have multiple parameters, such as text, number input, radio buttons, and interval parameters.

8.1.8. ARCHIVING

8.1.8.1. All reports shall be archived in accordance with the COUNTY policy and legal requirements.

8.2. OPERATIONS REPORTING REQUIREMENTS

8.2.1. TOLL COLLECTION OPERATIONS DAILY, WORKDAY, WEEKLY & MONTHLY REPORT PACKAGES

8.2.1.1. The final reports shall be developed by the Contractor in the Design Phase, collaboratively with input from the COUNTY.

8.2.1.2. The Daily Workday Report Package shall contain, at a minimum, unless otherwise agreed to by the COUNTY:

8.2.1.2.1. Revenue Summary Report (Monthly)

8.2.1.2.2. Variable Date Collector Revenue Report (Monthly)

8.2.1.2.3. Daily Revenue Summary Report

8.2.1.2.4. Daily Collector Revenue Report

8.2.1.2.5. Transaction Adjustment Description Report

8.2.1.2.6. Transponders Daily Transaction Report

8.2.1.2.7. Customer Service Center Credit Card Sales/Refunds Summary

8.2.1.2.8. Hourly Traffic Report

8.2.1.2.9. Exception Code Reporting

8.2.1.3. The Weekly Report Package shall contain, at a minimum:

8.2.1.3.1. Revenue Summary Report (Weekly)

8.2.1.3.2. Variable Date Collector Revenue Report (Weekly)

8.2.1.4. Monthly Report Package shall contain, at a minimum:

8.2.1.4.1. Revenue Summary Report (Monthly)

8.2.1.4.2. Variable Date Collector Revenue Report (Monthly)

8.2.2. PLAZA REPORTS

8.2.2.1. Plaza operations reports shall include, at a minimum, the following based on the COUNTY's existing plaza reports. Final reporting requirements shall be defined during the design phase of the project.

8.2.2.1.1. Daily Collector Revenue Report (Daily) – This report shall list by toll collector the daily amounts for each of the following categories: UserID, Manual Cash, payment card (i.e. debit, credit) Paid, Toll Pass, Violations, Expected Revenue, Collector Cash Deposit, RF Cash Deposit, Declared Revenue, Total Expected, Declared – Total Expected, Transaction Adjustment, and Net Short/Surplus. Each category shall be totaled at the bottom for all staff.

8.2.2.1.2. (Plaza) AVI Posting Report (Daily) – This report shall provide a summary of the number of AVI transactions (Toll Pass, SunPass, others) recorded at the plaza in the lane, the AVI revenue expected based on the number of Toll Pass and other interoperable AVI transactions recorded in the lane, the toll amount posted to 3rd-Party-hosted toll accounts (e.g. SunPass, etc.) for these electronic transactions, and any variance between the expected and posted amounts.

8.2.2.1.3. (Collector) Transaction Adjustment Description Report (Daily) – This report shall list by Transaction, the following data: Transaction ID, Date, UserID (i.e. Toll Collector), Adjustment Amount ($), and Comment.

8.2.2.1.4. (Plaza) Hourly Traffic Report (Daily) – This report shall list the total number of vehicles passing through the Bob Sikes Toll Plaza (each lane and total of all lanes in aggregate) for each hour of the day.

8.2.2.1.5. Variable Date Collector Revenue Report (Daily) – This report shall list by toll collector the monthly amounts for each of the following categories: UserID, Manual Cash, Credit Granted, Credit Paid, Expected Revenue, Collector Cash Deposit, Cash Deposit, Declared Revenue, total Toll Pass, AVI, Violations Expected, Declared – Total Expected, Transaction Adjustment, and Net Short/Surplus. Each category shall be totaled at the bottom for all staff.

8.2.2.2. Other Reports that may be considered include the following:

8.2.2.2.1. Plaza Alarm History – This report shall list all alarms for the plaza for the selected time period.

8.2.2.2.2. Plaza Lane Audit – This report shall provide detail for every lane transaction and equipment alarm, AVI read, transponder number, etc. in date/time sequence for a selected time period and location.

8.2.2.2.3. Plaza Lane Operations – This report shall provide a list of all the lane modes during the selected dates.

8.2.2.2.4. Plaza Peak Violations – This report shall provide a summary of violations per hour for the plaza for the given period.

8.2.2.2.5. Plaza Transaction Summary - This report shall provide a summary of MLT, AVI, UPCT and total transactions for the given plaza and time.

8.2.2.2.6. Plaza Revenue MLT Exception Report – This report contains data where axle counts appear to be outside the expected range.

8.2.2.2.7. Plaza Special Events Report– This report shall list special events with vehicle counts and dates for the given plaza and time.

8.2.2.2.8. Plaza Traffic Activity by Class – This report shall provide a summary of traffic activity by class, by hour and totals for AVI, MLT, Non-revenue and violations for all payment types.

8.2.2.2.9. Plaza Traffic Activity by Lane – This report shall provide a summary of traffic activity by lane, by day for all days left in the month being requested.

8.2.2.2.10. Plaza Unusual Occurrence – This report shall provide information on unusual occurrences such as transponder cross reads, incomplete transaction records, and underpayments and overpayments based on the transaction date. Filters shall be available to filter by lane and Collector ID.

8.2.2.2.11. Collector Exceptions Report (Weekly) – This report shall include the same content as the Monthly Exceptions Report, but in addition, provides weekly statistics by Toll Collector.

8.2.3. Toll Host & Back Office Reports

8.2.3.1. The BOS Host shall have the capabilities of reporting data for:

8.2.3.1.1. Any given date/time transaction

8.2.3.1.2. Any given toll lane

8.2.3.1.3. Any account, transponder or license plate

8.2.3.1.4. Daily, weekly, monthly, quarterly and annual detail and summary statistics for transactions, revenues and other data.

8.2.3.1.5. By unit amount and percentages of totals

8.2.3.2. The BOS shall be capable of supporting a minimum of 25 concurrent users running reports, reports while also processing the full required capacity of transactions without delay.

8.2.3.3. Toll Host reports shall include, at a minimum, the following, based on the COUNTY's existing Host reports. Final reporting requirements shall be defined during the Design Phase of the Project.

8.2.3.3.1. Revenue Summary Report – This report shall provide a summary of the following revenue data. The report shall include at the following categories without limitation:

8.2.3.3.1.1. By various types (i.e. cash, credit, debit, Toll Pass, SunPass, AVI, other, non-revenue transactions

8.2.3.3.1.2. Transaction Adjustments (# Adjustments & $ Revenue): Transaction Adjustments;

8.2.3.3.1.3. Revenue Summary (Expected, Declared & Difference for each category)

8.2.3.3.1.4. Toll Pass Transponder Sales

8.2.3.3.1.5. TOTAL REVENUE (Expected, Declared & Difference)

8.2.3.3.2. Traffic Report – This report shall provide a monthly listing of the number of all transactions per month, the total number of revenue transactions and the percentage of cash, credit/debit, and AVI (Toll Pass and SunPass interoperable by type and violator) traffic based on the total.

8.2.3.3.3. Revenue Summary Comparing Current Period Revenue to Previous Period – This report shall provide monthly and year to date summaries of the current and previous period's revenue.

8.2.3.3.4. Traffic Summary Comparing Current Period Revenue to Previous Period – This report shall provide monthly and year to date summaries of the current and previous year's traffic.

8.2.3.3.5. Transponder Sales Summary Report (Daily, Weekly, Monthly, Annually) – This report shall list by transaction type the number of (Transponder) Sales transactions and associated revenue for each period; (one Transaction Type/date per row). The Transaction Types shall include the following without limitation: Toll Pass Sale, Toll Pass Renewal, Commercial Toll Pass Sale, Commercial Toll Pass Renewal, Exempt Tag Sale, Replacement with Return, Defective, etc.

8.2.3.3.6. Toll Pass Account – The report will contain information related to Toll Pass accounts, such as, but not limited to, new account renewal accounts, closed, terminated, suspended, credit due, refund, and account updates.

8.2.3.3.7. Transponder Inventory Reports – In stock, inventory remaining to be issued, issued, defective, reissued

8.2.3.3.8. Customer Service Center Payment Card Sales/Refunds Summary – This report shall list the total number each of merchant credit/debit card sales and refund transactions with the corresponding total dollar amounts. It shall also breakdown the total sales and refund transactions (number and dollar amount) by credit card issuer (e.g. VISA, MasterCard, etc.)

8.2.3.4. Activity Reports for Management and Audit

8.2.3.4.1. The System shall provide a complete audit trail for operator activity, customer accounts, adjustments, and transponders.

8.2.3.4.2. The System shall support a reconciliation process and provide a report for closing out tours and accounting for all charges and.

8.2.3.4.3. The System shall provide summary reports showing information totals for shifts, day, week, quarter, month and annual.

8.2.3.4.4. The System shall provide audit reports indicating measurements, individual and group activity, statistics, comparisons and evaluations.

8.2.3.4.5. The System shall provide CSC Key Performance Indicators measurements, as a whole, statistics, comparisons and goals.

8.2.3.4.6. The System shall provide the ability and flexibility to mine and report data.

8.2.3.5. Customer Account Reports

8.2.3.5.1. The System shall be able to generate reports for customer account reconciliation showing at a minimum:

8.2.3.5.1.1. Payments made

8.2.3.5.1.2. Account activity

8.2.3.5.1.3. An account reconciliation summary report showing the totals for all accounts

8.2.3.6. Renewal Reports

8.2.3.6.1. Reports on Toll Pass accounts needing renewal, status, trending, and information necessary to support the automatic generation of renewal notices and reminders.

8.2.4. Toll Rate Table Reporting

8.2.4.1. Reports shall be available to document the toll rate table(s) used in each toll lane at a specific date and time.

8.2.5. UFM Disposition Reporting

8.2.5.1. Reports shall be available to report on UFM disposition and aging.

8.2.5.2. Reports indicating the aging of payment of UFM transaction status.

8.2.5.3. Reporting to indicate FTE payment status by summary and transaction

8.2.5.4. Reporting to indicate collection, violation, and status based on UFM amendments

8.3. MOMS Reporting Requirements

8.3.1. General

8.3.1.1. The MOMS shall provide the capability to generate MOMS operations, management and performance reports to include at a minimum:

8.3.1.1.1. Equipment Alarm History

8.3.1.1.2. Work Order Status and Tracking at both the detail and the summary level by priority

8.3.1.1.3. Notification history, the name or ID of the person who notified, date/time, response

8.3.1.1.4. Availability Statistics for each Lane; the Plaza and Toll Host on a monthly and yearly basis

8.3.1.1.5. Toll Lane Outage Times

8.3.1.1.6. Inventory Reorder Reports

8.3.1.1.7. Inventory Listing of all spare parts and components in inventory on a monthly basis, as well as a spare parts usage report on a monthly basis

8.4. Image Capture & Image Processing Reports

8.4.1. General

8.4.1.1. The Image Processing Subsystem (IPS) shall have easy to use reporting tools consistent with other reporting tools and formats of the project that provide reports that can be named and stored.

8.4.2. Processing Reports

8.4.2.1. Volume of images processed and in the queue for processing, daily, weekly, monthly

8.4.2.2. Aging reports showing allocation of images of unprocessed images by user roles and work flows

8.4.2.3. OCR statistics and trends

8.4.2.4. Transactions and revenue rejected by reason for unreadable image (code-off)

8.4.2.4.1. By number and as a percent of all transactions

8.4.2.4.2. By number and as a percent of rejected transactions

8.4.2.3.2.1. By reasons for equipment failure, and by other reasons

8.4.2.4.3. Supervisor overrides

8.4.2.4.4. Manual review

8.4.2.4.5. Number of images processed and percent of rejects by person and user role

9. PERFORMANCE MEASUREMENT REQUIREMENTS

9.1. GENERAL & OVERVIEW

The performance measures included in this section define the expected performance of the Toll Collection System and its corresponding subsystems to ensure accurate and timely revenue collection operations and reporting. Performance measures apply to testing and operational environments. Refer to Table 1 for specific numeric Performance Measures.

9.2. SYSTEM PERFORMANCE REQUIREMENTS

9.2.1. GENERAL

9.2.1.1. **Capacity and Scalability** – Defined as the volume of transactions on a daily basis which must be properly processed by the system, both at lane and all back office and host functions.

9.2.1.2. **Time synchronization** – Defined as the time that shall be maintained between the time source and all other components of the System, to include all peripheral devices with time-stamp markings.

9.2.1.3. **Message and image retention** – Defined as the minimum period of time the system shall retain all messages and images in an active directory before archiving or other action acceptable storage.

9.2.2. REPORT GENERATION TIME / BROWSER APPLICATION PAGE LOADING TIME

9.2.2.1. **Scheduled Reports** – Defined as the maximum time it shall take for the reports defined in Section 8, Reporting Requirements, to be generated and delivered to COUNTY staff.

9.2.2.1.1. This requirement shall apply to reports generated from anywhere in the System (e.g., Toll Host, Plaza-level, workstations, etc.).

9.2.2.2. **Query and Report Generation (not ad hoc reporting)** – Defined as the number of records, as specified in Tables 1 , that the System shall process and provide a report or result within a specified time period (in seconds).

9.2.2.3. **Time for a Browser Page to Load** – Defined as the maximum time (in seconds) it shall take for browser application pages to load from the time a user requests the page (keystroke, mouse click or touch screen buttons).

9.2.2.3.1. This requirement shall apply to all workstations, terminals, MLTs, image review browser, external web applications, MOMS, dashboards, and mobile devices connected to the System.

9.2.3. Overall Transaction Content & Accuracy

9.2.3.1. **Loss of Transaction data** – Defined as the overall loss of any transaction data as a result of system error, design defect, or communication loss under the control of the Contractor.

9.2.3.2. **Payment Card Transaction Transmission Time** – Defined as the amount of time allowed between the time the card is swiped through the lane card reader, (or CSC swipe reader, or web based "shopping cart" application) and the when the notification is provided to the customer of the status of the payment.

9.2.4. System Availability

9.2.4.1. **Availability** – Defined as the availability of subsystems to function as required and available for operations, expressed as percent available over a period of time less allowable exclusions.

9.2.4.1.1. Allowable exclusions shall include COUNTY-approved maintenance time, force majeure, and other events outside of the Contractor's control.

9.2.5. Transactions

9.2.5.1. **Transaction Performance Accuracy (for each lane type e)** – Defined as the Lane Subsystem performance accuracy in processing all transactions types, and revenue types. The following parameters shall be measured:

9.2.5.2. **Cash Transaction Performance Accuracy** - Defined as the Lane Subsystem performance accuracy in processing cash transactions. The following parameters shall be measured:

9.2.5.2.1. Cash received appears in UFM as reported by the Lane

9.2.5.2.2. Transaction records the proper toll amount

9.2.5.3. **Image Correlation Success** - Defined as the success rate of capturing rear image(s) of the vehicle and license plate of the correct vehicle, expressed as the percentage of correct correlations over total correlations.

9.2.5.4. **Legible Image Capture Success** - Defined as the success rate of capturing a machine- and human-legible plate image where both plate number and state of issue are discernible, expressed as the percentage of successful images captured over total images captured during the specified period.

9.2.5.5. **Automation of OCR** - Defined as the number of all license plates (characters and state jurisdictions) correctly identified by the OCR automation processes divided by all license plates processed through the automated OCR process minus allowable exclusions.

9.2.5.6. **OCR leakage rate** - Defined as the number of human readable plates that were not read by the OCR process divided by all license plates processed through the automated OCR process.

9.2.5.7. **Accuracy of OCR** - Defined as the number of all license plates (characters and state jurisdictions) correctly identified by the subsystem, expressed as number of license plates correctly identified from the OCR automation processes divided by all license plates processed through the automated OCR process minus allowable exclusions.

Part V Method of Compensation

Bob Sikes Bridge
Toll System Upgrade Project

PD 14-15.030

Request for Proposals

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1. GENERAL

The Contractor shall accept the compensation terms as defined in this section as full payment for all work required in the Statement of Work.

2. ASSIGNMENT OF WORK

2.1. GENERAL

The Contractor shall commence work or incur costs only upon receipt of a written authorization (or Notice to Proceed) from COUNTY.

2.2. PHASES

The written authorization for phases will specify all work to be done and the agreed compensation to be paid for the phase based on the unit rates established in the Price Proposal. A written authorization will be issued for an entire numerical phase.

2.3. REIMBURSABLE ITEMS

COUNTY will issue to the Contractor a written authorization establishing a reimbursable allowance upon which the Contractor shall be paid for costs incurred in accordance with Section 13.0 Direct Reimbursable Pay Items of Volume III - Statement of Work.

2.4. SUPPLEMENTAL WORK/OPTIONAL SERVICES

COUNTY will issue to the Contractor a written authorization for each Supplemental Work Order assigned under this Contract. The written authorization will specify the work to be done and the agreed compensation to be paid. The compensation to the Contractor will be a negotiated amount established as either a lump sum amount or maximum amount or combination thereof based on estimated hours at the hourly rates set forth in Attachment 2, plus mutually agreed expenses.

2.5. PURCHASES OF EQUIPMENT BY OTHER POLITICAL SUBDIVISIONS

In addition to COUNTY's purchase, other political divisions of the State of Florida (i.e. State agencies, counties, cities, and expressway authorities) which operate toll roads, now or in the future, may purchase, subject to their own governing law, toll collection system software and equipment, through the COUNTY Contract or directly from the Contractor. Purchase shall be at or below the unit rates applicable to COUNTY's planned purchases in the same time period.

3. INVOICES AND PROGRESS PAYMENTS

3.1. INVOICES

The Contractor shall submit monthly invoices to COUNTY in a format acceptable to COUNTY. The Contractor shall invoice by written authorization and within each letter, by Phase as applicable. Phases within a written authorization shall be invoiced individually such that separate invoices shall be prepared for work performed during the preceding month for a Phase.

Each invoice shall be typewritten or computer generated on the Contractor's letterhead and shall identify the phase, authorization number, dates work conducted, and Project Number(s), Contract pay item, unit price, quantity billed, total cost for each pay item, as applicable, and the total invoiced amount.

3.2. CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Contractor shall submit with each invoice, except the first invoice, a certification that the Contractor has disbursed to all subcontractors, laborers, and materials suppliers, having an interest in the Phase to which the invoice applies, their pro-rata shares of previous payments received by the Contractor for all work completed and materials furnished in the previous period for the Phase. This certification shall be in the form designated by COUNTY (see Attachment). COUNTY will not make any payments after the initial payment until Contractor furnishes said certification, unless the Contractor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both COUNTY and the affected subcontractors, laborers, and material suppliers.

Within 30 days of receipt of final payment for each phase the Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any said required payments and furnishes written notification of any such good cause to both COUNTY and the affected subcontractors or suppliers within said 30 day period.

3.3. WITHHOLDING OF PAYMENT

COUNTY reserves the right to withhold payment(s) in whole or in part, and to continue to withhold any such payments for work not completed or work completed unsatisfactorily, when work is behind schedule or work that is otherwise performed in an inadequate or untimely fashion, as determined by COUNTY. Any and all such payment(s) previously withheld will be released and paid to the Contractor promptly when the work is subsequently performed satisfactorily and the approved schedule is regained. COUNTY may continue payments although the Contractor's work is behind schedule, if COUNTY is satisfied that the Contractor is diligently pursuing the work in accordance with the approved schedule.

3.4. CONTRACTOR DAMAGES TO COUNTY

The cost of any repairs performed by COUNTY as a result of the Contractor's performance of duties that result in damages or necessary repair actions as determined by COUNTY shall be deducted from the Contractor's monthly payment.

Any liquidated damages as defined in Appendix E in accordance with the contract may be deducted from the Contractor's monthly payment.

3.5. FINAL INVOICE

The Contractor shall submit all the outstanding invoices or issues pertaining to the contract within forty-five (45) calendar days of the termination date/last day of the term of the contract. Failure to timely submit the outstanding invoices or issues, by the Contractor, may be grounds for COUNTY to close the contract. COUNTY will not be obligated to reimburse the Contractor for any invoice submitted thereafter, unless the Contractor has obtained a written exception to the time limit, from COUNTY. The Contractor shall submit a Certificate of Contract Completion with the final invoice.

In the event that funds paid to the Contractor under this contract are subsequently disallowed by COUNTY because of accounting error or charges not in conformity with this contract, the Contractor agrees that such disallowed amounts are due to COUNTY upon demand. Further, Contractor agrees that COUNTY shall have the right to deduct from any payment due to the Contractor under any other contract between the Contractor and COUNTY or under this contract, an amount sufficient to satisfy any amount due and owing COUNTY by the Contractor under this contract.

4. COMPENSATION AND PAYMENT

4.1. GENERAL

The Contractor shall accept the compensation as provided in this contract as full payment for managing, designing, furnishing materials, installing, integrating, testing and maintaining all equipment, software, and ancillary items of work as required to complete the project as detailed in the Statement of Work. All work specified herein, or implied in any way in the Statement of Work and Functional Specifications, shall be done whether or not the work is specifically defined on any price list.

4.2. QUANTITIES

The estimated quantities shown in the Price Proposal are anticipated but not guaranteed. If the actual usage during the contract period is less than or greater than what is identified, the contract unit prices bid by the Contractor shall remain unchanged. Should quantities of pay items vary from the original bid, the contractor will be compensated based on the actual installed quantities.

4.3. SCOPE OF PAYMENTS

For any item of work contained in the Contractor's proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, the

contract unit price for the pay item shall be full compensation for furnishing all materials and for the preparation, assembly, and installation of these materials and for furnishing all labor, support services, equipment, tools, and incidentals necessary to complete the item of work, including all requirements of the section specifying such item of work, except as specifically excluded from any such payments.

For any item of work not covered, the Contract unit price shall be mutually agreed upon by the parties and set forth in a written amendment or supplement to this Contract.

Payment for any item in the Contract does not relieve the Contractor from any Contract responsibilities.

5. BASIS OF PAYMENT

5.1. METHOD OF COMPENSATION FORMS

The method of compensation describing the pay items, measurement and payment are found in Attachment 1. The below example describes the fields of the form.

The description, measurement, and payment for each pay item is described in the form below. The quantity of work to be paid for shall be the number of each item installed or completed units in place and ready for operation as accepted by COUNTY.

Pay Item No.	Name	Unit
This field indicates the root Pay item number. This number may be associated with a prefix that indicates the Roadway section or plaza group	Defines the name of the pay items	Defines the unit of measure of the pay item
Description This section provides a summary listing of work elements included in the pay item. The text in this box is not intended to be a comprehensive listing, but rather a summary listing. More information indicating all the details of work included in the item is defined the Requirements and Statement of Work Documents where the work is specified. The contract unit price for the pay item shall be full compensation for furnishing all materials and for the preparation, assembly, and installation of these materials and for furnishing all labor, support services, equipment, tools, and incidentals necessary to complete the item of work, including all requirements of the section specifying such item of work with any exceptions noted in this section.		
Payment Terms Defines the timing of when the pay items can be invoiced, and may also be associated with project milestones.		

6. PRICE PROPOSAL FORMS

6.1. PRICE PROPOSAL FORMS

The method of compensation describing the pay items, measurement and payment are found in Attachment 1Instructions for use

6.1.1. COMPLETION OF THE FORMS

6.1.1.1. The Contractor shall use the provided forms in the Attachment 2.

6.1.1.2. Failure to submit a price proposal is grounds for rejection.

6.1.1.3. The Contractor shall provide a price in the indicated field on for every item.

6.1.1.4. The Contractor shall provide details supporting the unit cost of each pay item, upon request by the County.

6.1.1.5. The Contractor shall provide any remarks, or exceptions to any Pay Item.

Bob Sikes Bridge
Toll System Upgrade Project

PD 14-15.030

Request for Proposal

Volume VI - Method of Compensation Attachment 1 Pay Item Descriptions			
Pay Item No.	**Name**	**Unit - abbreviation**	**Unit**
Project Management, Documentation, and Testing			
1	**Toll System Implementation**	LS	Lump Sum
Description: This pay item is for all costs necessary for completion of the project in accordance with the contract except as excluded by other pay items. This includes any establishment of the Contractor's project office, project management, all associated meetings, design, documentation, equipment, servers, software, licenses, permits , installation, maintenance of traffic, demolition, testing, warranty and any initially maintenance period prior to successful completion of the System Acceptance test. This pay item include any transponder and miscellaneous equipment to complete all testing activities and all initial configurations, and miscellaneous expenses necessary to properly complete the work This pay item includes without limitation, leases, labor, equipment, workstations, servers, communications equipment, permits, materials, furnishings, fixtures, services, fees, taxes, etc.			
Payment Terms: • 25% Phase I – at completion of Detailed Design review • 50% Phase II – at completion of Milestone 4- Factory Acceptance testing • 80% Phase II - Milestone 7 – Satisfactory Completion of System Installation & Commissioning Testing • 100% - Phase III - Milestone 8 – Satisfactory Completion of the Final System Acceptance Test (SAT)			
2	**Transponder**	EA	Each
Description: This pay item is for all costs necessary for furnishing, programming, labeling, packaging, delivery/shipping to the COUNTY Toll Pass transponders in accordance with the Contract. This pay item includes without limitation labor, equipment, permits, materials, services, fees, taxes, etc.			
Payment Terms: • Invoice within 60 days of delivery			
3	**Toll System Maintenance**	MO	Monthly

Volume VI - Method of Compensation
Attachment 1
Pay Item Descriptions

Pay Item No.	Name	Unit - abbreviation	Unit
Description: This pay item is for all costs necessary to provide complete maintenance services for all hardware and software employed in the **Toll System** (lanes, Plaza, Host (CSC and web)). This pay item unit price shall include any and all cost of living adjustments that apply to each year bid. This pay item includes all labor, equipment, support services, materials, installation, maintenance of traffic, warranties, licenses, fees, taxes, other expenses, etc. Individual years will be authorized with separate annual authorization notices. This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses necessary to properly complete the work. Work under this pay item includes the following without limitation: 1. Maintenance Facility leases and utilities 2. Hardware and software maintenance (corrective, predictive, and preventive) 3. Software updates, security patches, configuration management, etc. 4. License renewal(s) 5. Replacement of component(s) 6. Maintenance logs and reports 7. Spare parts ordering and inventory management 8. labor to support maintenance activities 9. miscellaneous items such as cabling, fasteners, connectors, test equipment, tools and other necessary items to complete maintenance activities. 10. Spare parts components less than or each to $50 each			
Payment Terms: Monthly Invoice at the end of each billing period beginning on the date of Final System Acceptance and extending through the end of the Maintenance Period.			
4	**Reimbursable Costs**	EA	Each
Description: This pay item is for actual costs, without any Contractor markup, associated with the requirements of this contract. Work under this pay item includes the following without limitation: 1. All spare parts and assembled components greater than $50 each 2. Any required commercial data communications to the County's network on a monthly basis 3. Credit card processing services monthly charges on a transaction basis			
Payment Terms: • Monthly Invoice at the end of each billing period including all related project costs, include copies of any invoices from 3 party subcontractors.			
5	**Image Processing Subsystem (IPS) – (FUTURE OPTION)**	LS	Lump Sum

Volume VI - Method of Compensation
Attachment 1
Pay Item Descriptions

Pay Item No.	Name	Unit - abbreviation	Unit

Description:
This pay item is for all costs necessary to design, develop, procure, install, test and obtain final acceptance and provision of all hardware, custom software developed, or purchased for the **IPS** subsystem.

This pay item includes all labor, equipment, workstations, servers, communications equipment, support services, materials, warranties, licenses, fees, taxes, other expenses, etc.
This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses required to properly document all software.

Work under this pay item includes the following without limitation:

1. VSR and OCR software tuning and documentation
2. Software design, development, and configuration
3. Development of sample license plate images for tuning purposes
4. Development of any necessary simulation data
5. Necessary server and associated hardware for operations and data storage
6. Interface design, development and documentation to back Office System/CSC//Host and new Toll Host
7. System user documentation, installation drawings, and as-built documentation , installation drawings, and as-built documentation

Payment Terms:

- 75% upon successful commissioning
- 25% upon Successful Completion of successful acceptance testing

6	**Collection Tracking - (FUTURE OPTION)**	LS	Lump Sum

Volume VI - Method of Compensation
Attachment 1
Pay Item Descriptions

Pay Item No.	Name	Unit - abbreviation	Unit

Description:
This pay item is for all costs necessary to design, develop, procure, install, test and obtain final acceptance and provision of all hardware, software, custom software developed, or purchased for the **Collection Tracking** subsystem.

This pay item includes all labor, equipment, workstations, servers, communications equipment, support services, materials, warranties, licenses, fees, taxes, other expenses, etc.
This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses required to properly document all software.

Work under this pay item includes the following without limitation:

1. software documentation
2. Software design, development, and configuration
3. Development of business rules collaboratively with the County Development of sample interfaces and data
4. Development of any necessary simulation data
5. Necessary server and associated hardware for operations and data storage
6. Interface design, development and documentation to collection entity and County back Office System/CSC/Host and new Toll Host
7. System user documentation, installation drawings, and as-built documentation , installation drawings, and as-built documentation

Payment Terms:

- 75% upon successful commissioning
- 25% upon Successful Completion of successful acceptance testing

7	**Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC) - (FUTURE OPTION)**	LS	Lump Sum

Description:
This pay item is for all costs necessary to design, develop, procure, install, test and obtain final acceptance and provision of all hardware, software, custom software developed, or purchased for the **VPC** subsystem.

This pay item includes all labor, equipment, workstations, servers, communications equipment, support services, materials, warranties, licenses, fees, taxes, other expenses, etc.

This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses required to properly document all software.

Work under this pay item includes the following without limitation:

1. software documentation
2. Software design, development, and configuration
3. Development of business rules collaboratively with the County for registration holds and uniform traffic citation issuance.

Volume VI - Method of Compensation Attachment 1 Pay Item Descriptions			
Pay Item No.	**Name**	**Unit - abbreviation**	**Unit**
	4. Development of sample interfaces and data 5. Development of any necessary simulation data 6. Necessary server and associated hardware for operations and data storage 7. Interface design, development and documentation to collection entity and County back Office System/CSC/Host and new Toll Host 8. System user documentation, installation drawings, and as-built documentation , installation drawings, and as-built documentation		
Payment Terms: • 75% upon successful commissioning • 25% upon Successful Completion of successful acceptance testing			
8	**Optical Character Recognition (OCR) and Image reviewer function) - (FUTURE OPTION)**	LS	Lump Sum
Description: This pay item is for all costs necessary to design, develop, procure, install, test and obtain final acceptance and provision of all hardware, software, custom software developed, or purchased for the **OCR and image reviewer** functionality. This pay item includes all labor, equipment, workstations, servers, communications equipment, support services, materials, warranties, licenses, fees, taxes, other expenses, etc. This pay item also includes all configuration services, documentation, and all associated meetings and miscellaneous expenses required to properly document all software. Work under this pay item includes the following without limitation: 1. OCR software, tuning and documentation 2. Software design, development, and configuration 3. Development of sample license plate images for tuning purposes 4. Development of any necessary simulation data 5. Necessary server and associated hardware for operations and data storage of OCR data results 6. Implementation of a OCR results so as to be able to search data by specific criteria including OCR results 7. System user documentation, installation drawings, and as-built documentation, installation drawings, and as-built documentation		
Payment Terms: • 75% upon successful commissioning • 25% upon Successful Completion of successful acceptance testing			

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks
Toll System						
1	Toll System Implementation	LS	1		$0.00	
Transponders						
2-1	Transponder [1]	EA	5,000			
2-2	Transponder [1]	EA	10,000			
2-3	Transponder [1]	EA	20,000			
2-4	Transponder [1]	EA	30,000		$0.00	
Maintenance						
3-1	Toll System Maintenance - Year 1	MO	12		$0.00	
3-2	Toll System Maintenance - Year 2	MO	12		$0.00	
3-3	Toll System Maintenance - Year 3	MO	12		$0.00	
3-4	Toll System Maintenance - Year 4	MO	12		$0.00	
3-5	Toll System Maintenance - Year 5	MO	12		$0.00	
	Subtotal Maintenance				$0.00	
				TOTAL	**$0.00**	
Reimbursable						
4	Reimbursable Cost	EA				
Future Options - the County may or may not elect to proceed with these items						
5	Image Processing Subsystem (IPS)	LS	1		$0.00	
6	Collection Tracking	LS	1		$0.00	
7	Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC)	LS	1		$0.00	
8	Optical Character Recognition (OCR) and Image reviewer function	LS	1		$0.00	
	Subtotal Options				$0.00	
				GRAND TOTAL	**$0.00**	

Notes:

[A] Proposer is to complete unit prices in this column, and as necessary offer remarks

[1] Denote potenital order quantities for volume pricing over the ter[illegible]he constract

Appendix A: Pensacola Beach Toll Plaza Plans

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

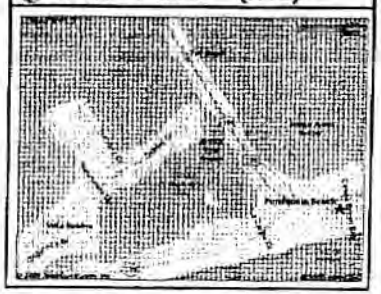
Project Redlines

CONSTRUCTION DOCUMENTS
NOVEMBER 11, 2005

SHEET INDEX

G-1	TITLE SHEET, SITE PLAN	S-0	STRUCTURAL NOTES	E-001	LEGEND, ABBREVIATIONS AND NOTES	E-113	PROPOSED SECURITY SYSTEM INSTALLATION	E-603	ELECTRICAL DETAILS
A-1	FLOOR PLAN	S-1	STRUCTURAL ROOF AND FOUNDATION PLAN	E-002	EXISTING SINGLE LINE DIAGRAM	E-200	LANE 1 LIGHTING/POWER PLANS	E-604	ELECTRICAL DETAILS
A-2	BUILDING ELEVATIONS	S-2	SECTIONS	E-003	PROPOSED SINGLE LINE DIAGRAM	E-201	LANE 1 ALARM/FIRE ALARM PLANS		
A-3	BUILDING ELEVATIONS	S-3	STRUCTURAL DETAILS	E-004	PROPOSED PANEL SCHEDULES	E-300	LANE 2 ELECTRICAL PLANS		
A-4	FULL BOOTH SECTIONS & DETAILS			E-100	ELECTRICAL DEMOLITION OVERVIEW	E-400	LANE 3 ELECTRICAL PLANS		
A-5	DOORS, WINDOWS AND MILLWORK	M-1	HVAC LEGENDS, NOTES & SCHEDULES	E-101	ELECTRICAL SITE PLAN	E-500	LANE 4 ELECTRICAL PLANS		
		M-2	HVAC FLOOR PLANS	E-110	CANOPY LIGHTING PLAN	E-600	NETWORK OVERVIEW		
		M-3	HVAC DETAILS	E-111	PROPOSED ELECTRICAL EQUIPMENT INSTALLATION	E-601	NETWORK EQUIPMENT DESCRIPTION AND REQUIREMENTS		
				E-112	PROPOSED VIDEO EQUIPMENT INSTALLATION	E-602	ELECTRICAL DETAILS		

VICINITY MAP (NTS)



ABBREVIATIONS LEGEND

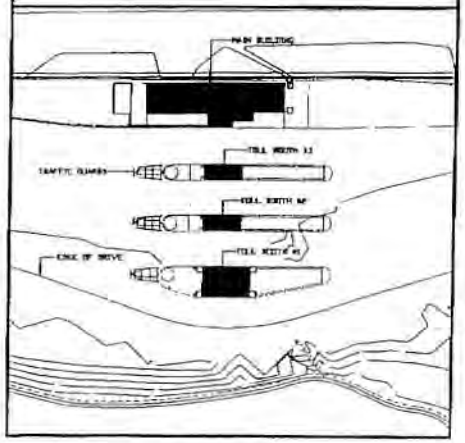
ACOUS.	ACOUSTICAL	ELEV.	ELEVATION	INFO.	INFORMATION	R	RISER
A.F.F.	ABOVE FINISHED FLOOR	EQ.	EQUAL	INSUL.	INSULATION	RAD	RADIUS
ALT.	ALTERNATE	EQUIP.	EQUIPMENT	INT.	INTERIOR	RCP	REINFORCED CONC. PIPE
ALUM	ALUMINUM	EXIST./EX.	EXISTING	JAN	JANITOR	REINF.	REINFORCEMENT
AP	ASH/ WASTE RECEPTACLE	EWC	ELECTRIC WATER COOLER	L	LENGTH	RM.	ROOM
BEJ	BRICK EXPANSION JOINT	EPS	ELECTRIC PROJECTION SCREEN	MB	MARKER BOARD	R.O.	ROUGH OPENING
BLDG.	BUILDING	FNO	FURNISHED BY OWNER	MECH.	MECHANICAL	SD	STORM DRAIN
BRG.	BEARING	FD	FLOOR DRAIN	MEMB.	MEMBRANE	SC	SCALE
BOTT.	BOTTOM	FC	FIRE CODE (EXP. ED.)	MOD	MEDIUM DENSITY OVERLAY PLYWOOD	SHEET	SEAMLESS EPOXY FINISH
BM.	BEAM	FIN	FINISH	MH	MANHOLE	SHT	SEAMLESS RESINOUS FLR. SYS.
BLKG	BLOCKING	FF	FINISHED FLOOR	M.O.	MASONRY OPENING	SS	SANITARY SEWER
CW	COLD WATER	FTG	FOOTING	MP	MIRROR	S.S.	STAINLESS STEEL
CB	CHALKBOARD	FLR.	FLOOR	M.S.	METAL SHELVING	STL	STEEL
C.J.	COLD JOINT	FE	FIRE EXTINGUISHER	M.T.	METAL THRESHOLD	STOR.	STORAGE
COL	COLUMN	FEC	FIRE EXTINGUISHER IN WALL CABINET	MTD	MOUNTED	STONE	LIMESTONE
CONC	CONCRETE	FT	FACIAL TISSUE DISPENSER	MW	MILLWORK	STRUCT	STRUCTURE
CONST.	CONSTRUCTION	FW	FENCE WIRE	NIC	NOT IN CONTRACT	SUSP.	SUSPENDED
CONT.	CONTINUOUS	FX	FIRE HYDRANT	NO.	NUMBER	SUSP. SYS.	SUSPENSION SYSTEM
C.T.	CERAMIC TILE	GB	GRAB BAR	NTS	NOT TO SCALE	TB	TACK BOARD
CU	COPPER	GA	GAUGE	NV	NARROW VERSION	TR	TREATED (WOOD)
DET	DETAIL	GALV.	GALVANIZED	O.C.	ON CENTER	TYP.	TYPICAL
DIA.	DIAMETER	GL	GLASS	OPP	OPPOSITE	TW	TOWEL DISPENSER/ WASTE RECEPTACLE
DWG.	DRAWING	GYP BD.	GYPSUM BOARD	PB	PEG BOARD	TP	TOILET PAPER DISPENSER
D.F.	DRINKING FOUNTAIN	HB	HOSE BIB	P/L	PLASTIC LAMINATE	U.O.N.	UNLESS OTHERWISE NOTED
D.S.	DOWN SPOUT	HDWD.	HARDWOOD	PLUMB.	PLUMBING	VCT	VINYL COMPOSITE TILE
DN	DOWN	HM	HOLLOW METAL	PS	PROJECTOR SCREEN	W	WIDE
EA	EACH	HMF	HOLLOW METAL FRAME	PT.	PAINT	W/	WITH
E.J.	EXPANSION JOINT	HORIZ.	HORIZONTAL	P.T.	PRESSURE TREATED	WD.	WOOD
EL.	ELEVATION (GRADE)	HT.	HEIGHT	PLYWD.	PLYWOOD	WP	WATERPROOF
		HDWC	HANDICAPPED ELECTRIC WATER COOLER			WR.	WATER RESISTANT

SYMBOLS LEGEND

- ROOM NUMBER
- DOOR NUMBER
- WINDOW TYPE
- DEMOLITION NOTE
- CONSTRUCTION NOTE (NEW WORK NOTE)
- DETAIL NUMBER / SHEET NUMBER
- DETAIL NUMBER / SHEET NUMBER
- BUILDING SECTION DIRECTION INDICATED BY ARROW
- SECTION CUT, DIRECTION INDICATED BY ARROW
- WALL TYPE
- WALL TYPE
- SPOT ELEVATION

SITE PLAN – AREA OF WORK

SCALE: 1"=60'



FLORIDA PRODUCT APPROVAL NUMBERS

DOORS

TIGER DOOR – FL NUMBER PENDING

CECO DOOR – FL 4553

WINDOWS

VISTAWALL FCS100 STORM MAX (TILED) – FL 2887

WINCO 3410 OPERABLE (WEST) – FL 2547

THESE ITEMS REPRESENT ONE BASIS FOR THE DESIGN. EACH SECTION OF THE SPECIFICATIONS LISTS EQUAL PRODUCTS.

THESE EQUALS ARE REQUIRED TO PROVIDE FLORIDA PRODUCT APPROVAL NUMBERS AS WELL.

CONSULTANTS

STRUCTURAL/MECHANICAL	ELECTRICAL
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BASKERVILLE-DONOVAN, INC.

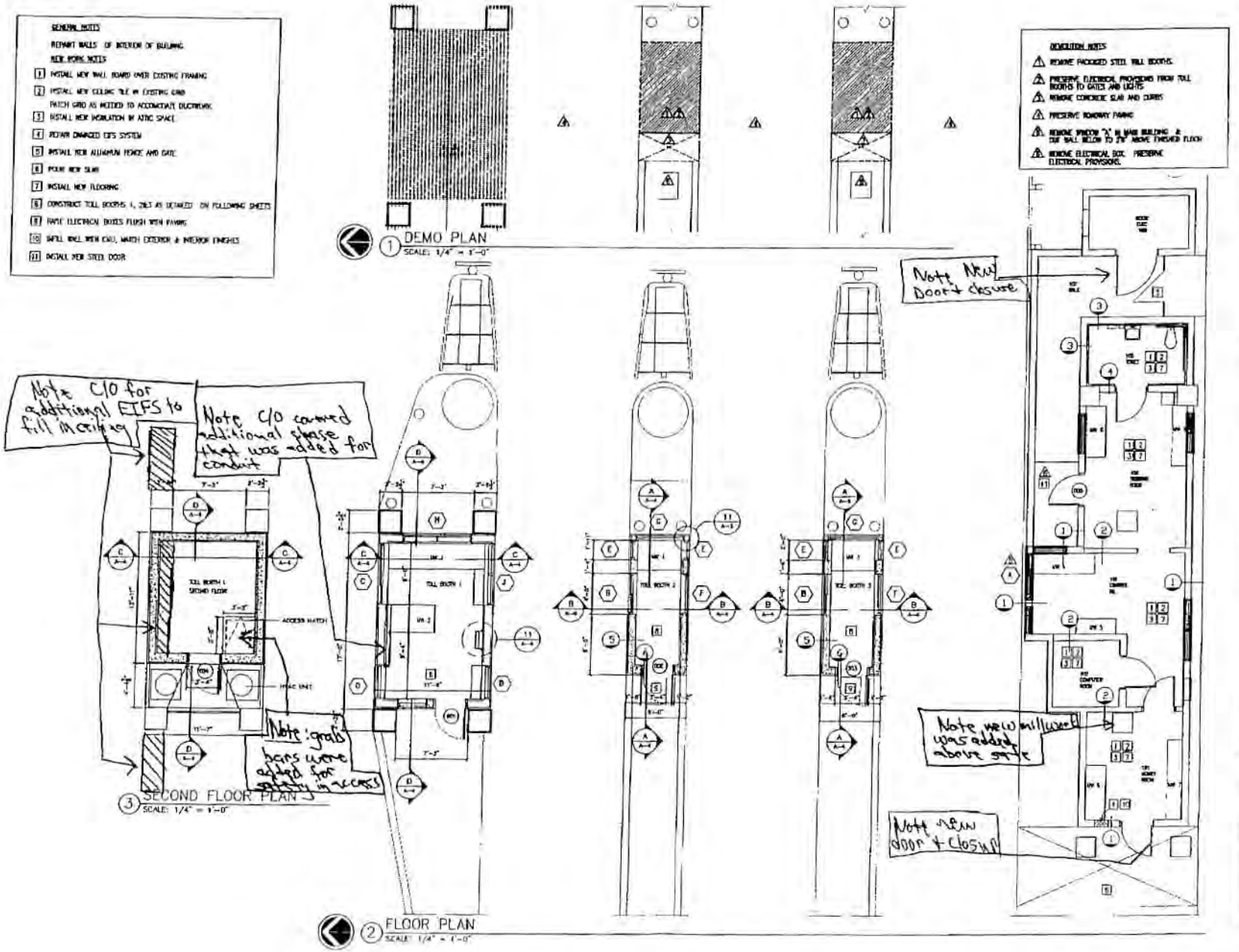
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Revision Description	Date	Approved By

Title: TITLE SHEET SITE PLAN

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By:
Checked By:
Approved By:

Dwg. No. T-1


GENERAL NOTES
REPAINT WALLS OF INTERIOR OF BUILDING
NEW WORK NOTES
1 INSTALL NEW WALL BOARD OVER EXISTING FRAMING
2 INSTALL NEW CEILING TILE ON EXISTING GRID
PATCH GRID AS NEEDED TO ACCOMODATE ELECTRICAL
3 INSTALL NEW INSULATION IN ATTIC SPACE
4 REPAIR DAMAGED EIFS SYSTEM
5 INSTALL NEW ALUMINUM FENCE AND GATE
6 POUR NEW SLAB
7 INSTALL NEW FLOORING
8 CONSTRUCT TOLL BOOTHS 4, 2&3 AS DETAILED ON FOLLOWING SHEETS
9 PAINT ELECTRICAL BOXES FLUSH WITH PAVING
10 INFILL WALL WITH CMU, MATCH EXTERIOR & INTERIOR FINISHES
11 INSTALL NEW STEEL DOOR
DEMOLITION NOTES
1 REMOVE PADDED STEEL TOLL BOOTHS
2 PRESERVE ELECTRICAL PROVISIONS FROM TOLL BOOTHS TO GATES AND LIGHTS
3 REMOVE CONCRETE SLAB AND CURBS
4 PRESERVE ROADWAY PAVING
5 REMOVE WINDOW "A" IN MAIN BUILDING & CUT SILL BELOW TO 2'8" ABOVE FINISHED FLOOR
6 REMOVE ELECTRICAL BOX. PRESERVE ELECTRICAL PROVISIONS
1 DEMO PLAN
SCALE: 1/4" = 1'-0"
Note C/O for additional EIFS to fill in ceiling
Note C/O covered additional expense that was added for conduit
Note: grab bars were added for safety reasons
3 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
Note New Door + closure
Note new millwork was added above sink
Note new door + closure
2 FLOOR PLAN
SCALE: 1/4" = 1'-0"
SMA
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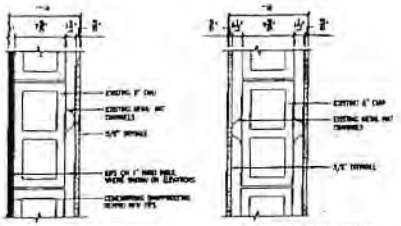
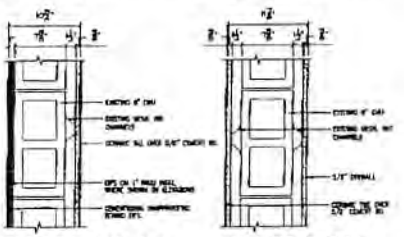
BARRANCO-LEE DONOVAN, INC.
PENSACOLA BEACH
TOLL BOOTH
STORM REPAIRS
FLOOR PLAN
AS NOTED
NOVEMBER 11, 2005
A-1



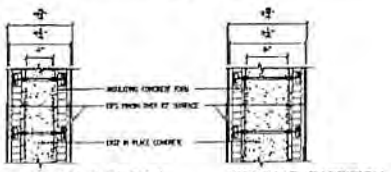
1 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"

2 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"



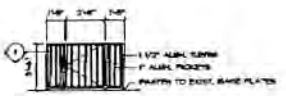
3 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"

4 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"

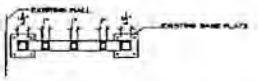


5 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"

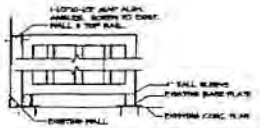
6 PARTITION TYPE
SCALE: 1 1/2" = 1'-0"



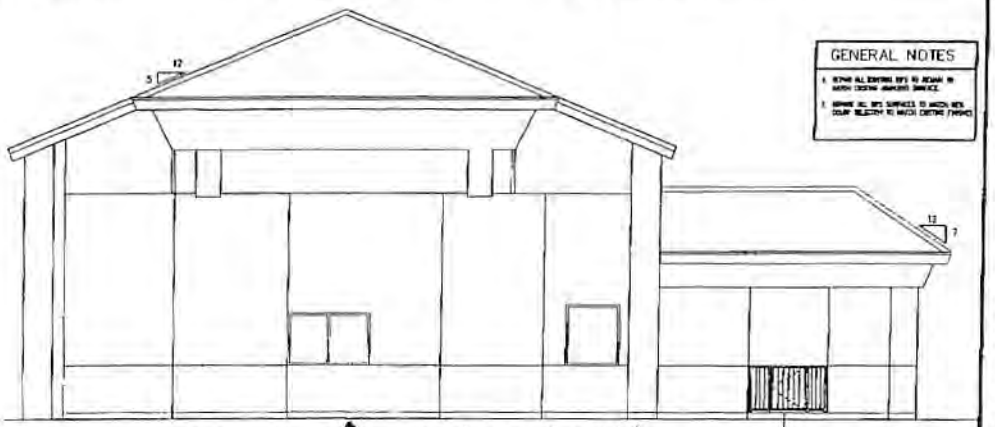
3 GATE ELEV.
SCALE: 1/4" = 1'-0"



4 GATE DETAIL (ELEV.)
SCALE: 1 1/2" = 1'-0"



5 GATE DETAIL (PLAN)
SCALE: 1 1/2" = 1'-0"



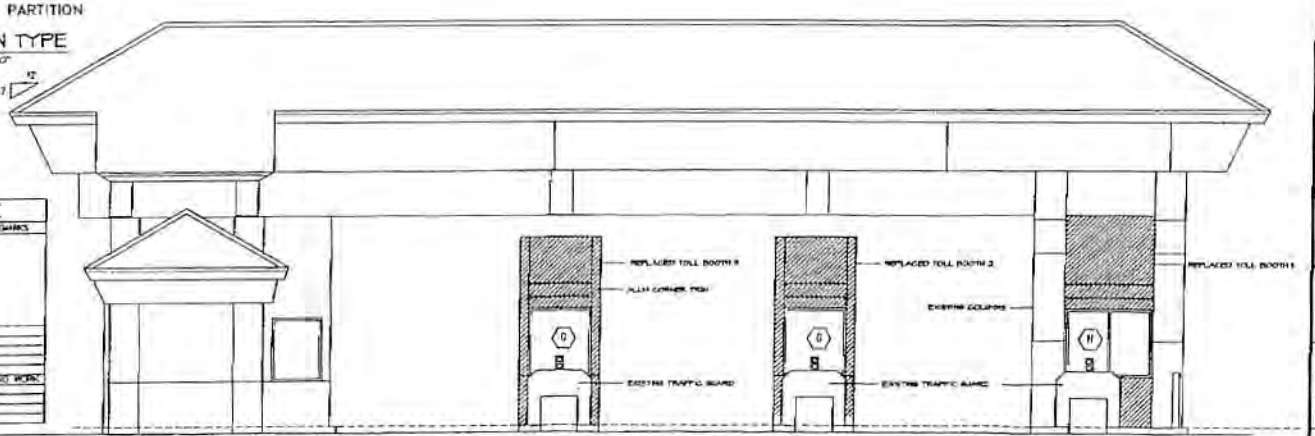
GENERAL NOTES

Note: C/O we to caulked expansion joints around outside perimeter of the main bldg.

1 EAST ELEVATION
SCALE: 1/4" = 1'-0"

ROOM FINISH SCHEDULE

NO.	ROOM NAME	FLOORS	BASE	WALLS	CLNG	REMARKS
101	MONEY ROOM					
102	EQUIPMENT ROOM					
103	CONTROL ROOM					
104	TRAINING ROOM					
105	TOILET					
106	ELEC. RM.					NOT WORK
1	TOLL BOOTH					
2	TOLL BOOTH 2ND FLR					
3	TOLL BOOTH					
4	TOLL BOOTH					



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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BARRYVILLE & DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

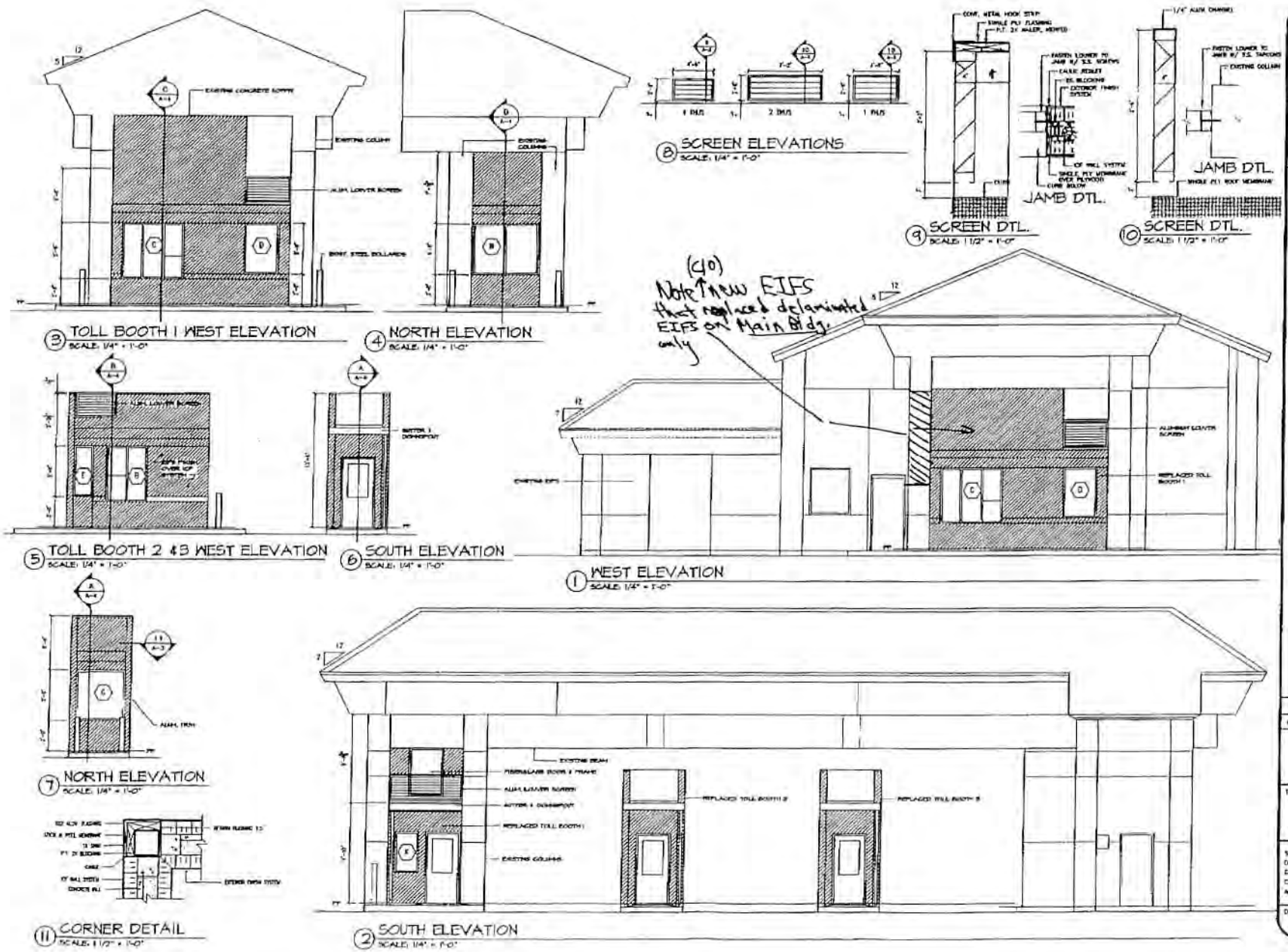
REVISIONS

No.	Description	Date

Title: BUILDING ELEVATIONS

Scale: AS NOTED
Date: NOVEMBER 4, 2005
Drawn By: JP
Checked By: SM
Approved By:

Dwg. No. A-2



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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

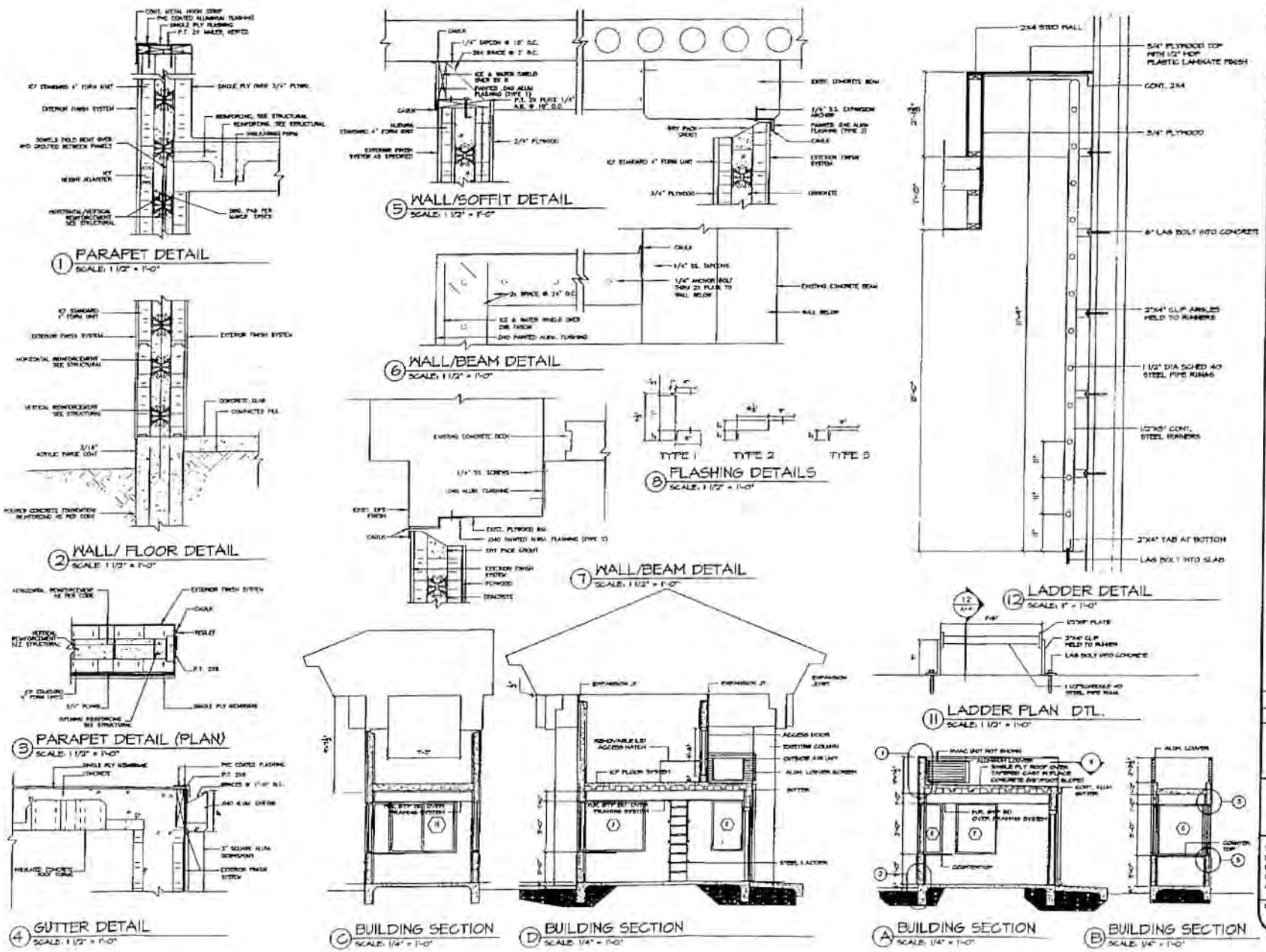
REVISIONS

No.	Description	Date

TITLE:
BUILDING ELEVATIONS

Scale: AS NOTED
Date: NOVEMBER 4, 2003
Drawn By: JF
Checked By: MM
Approved By:

Dwg. No. A-3



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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

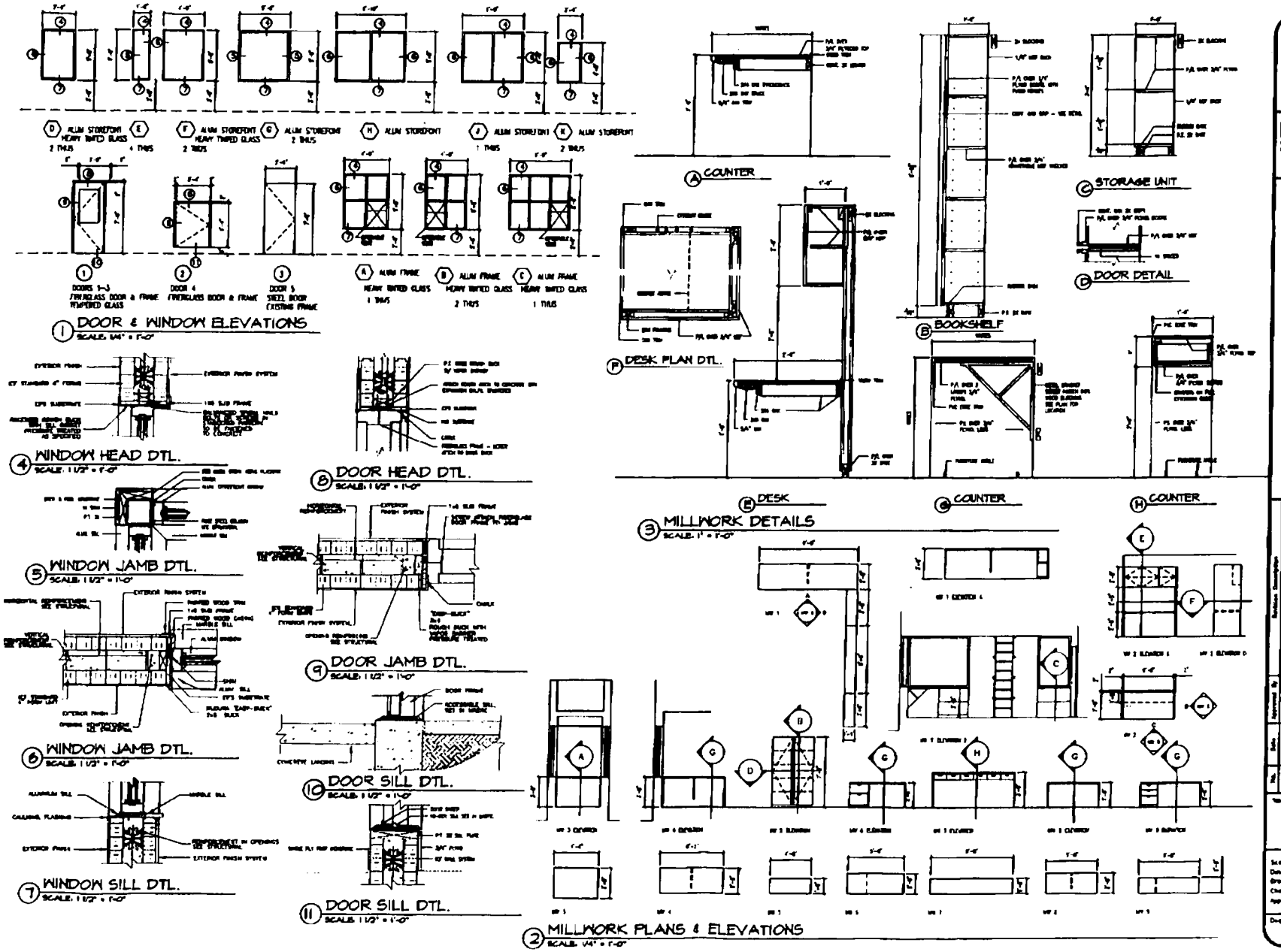
REVISIONS

No.	Description	Date

Title: TOLL BOOTH SECTIONS AND DETAILS

Scale: AS NOTED
Date: NOVEMBER 4, 2005
Drawn By: JF
Checked By: MM
Approved By:

Dwg. No. A-4



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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

Revision Description

Approved By

Date

No.

Title

BUILDING ELEVATIONS

Scale: AS NOTED
Date: NOVEMBER 11, 2005
Drawn By: JF
Checked By: bw
Approved By:

Dwg. No. A-5

STRUCTURAL NOTES

GENERAL NOTES

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FLORIDA BUILDING CODE 2004 EDITION.
2. THE STRUCTURAL DOCUMENTS ARE TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DOCUMENTS. USE THESE NOTES IN CONJUNCTION WITH THE SPECIFICATIONS. IF A CONFLICT EXISTS, THE MORE STRINGENT SHALL GOVERN.
3. COMPLY WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE, AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
4. ALL REFERENCED STANDARDS REFER TO THE EDITION IN FORCE AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR BIDDING.
5. REVIEW ALL CONTRACT DOCUMENTS, DRAWINGS AND SITE CONDITIONS AND COORDINATE WITH FIELD DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES IN WRITING TO ARCHITECT / ENGINEER. DO NOT CHANGE SIZE OR DIMENSIONS OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE STRUCTURAL ENGINEER OF RECORD.
6. ANY DISCREPANCIES, OMISSIONS OR VARIATIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS DISCOVERED DURING THE BIDDING PERIOD SHALL BE IMMEDIATELY COMMUNICATED IN WRITING TO THE ARCHITECT / ENGINEER.
7. PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM ALL DAMAGE. EACH CONTRACTOR SHALL PROTECT HIS WORK, ADJACENT PROPERTY AND THE PUBLIC. EACH CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
8. DESIGN LOADS AND CRITERIA:
   A. ROOF LIVE LOAD: 20 PSF
   B. WIND CRITERIA (ASCE7-98):
      - BASIC WIND SPEED: 140 MPH
      - EXPOSURE: C
      - IMPORTANCE FACTOR: 1.00
      - PARTIALLY ENCLOSED
9. ALL WIND FORCES SHALL BE DETERMINED ACCORDING TO ASCE7-98 FOR THE MINIMUM WIND CRITERIA STATED ABOVE, INCLUDE ALL APPROPRIATE SHAPE, HEIGHT, AND GUST FACTORS FOR THE MAIN WIND FORCE RESISTING SYSTEM AND COMPONENTS AND CLADDING.

SHOP DRAWING SUBMITTALS

1. REVIEW OF SUBMITTALS BY THE STRUCTURAL ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESCRIBED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE. ONLY THOSE SHOP DRAWINGS REQUIRED BY THE CONTRACT DOCUMENTS TO BE SUBMITTED WILL BE REVIEWED. ALL OTHERS WILL BE RETURNED WITHOUT COMMENT.
2. ALL CHANGES AND ADDITIONS MADE ON RESUBMITTALS MUST BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RESUBMITTALS MUST BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. ARCHITECT / ENGINEER REVIEW WILL BE LIMITED TO THE ITEMS CHECKED ON THE SUBMITTAL.
3. DO NOT REPRODUCE THE CONTRACT DOCUMENTS FOR USE AS SHOP DRAWINGS.
4. SHOP DRAWINGS NOT MEETING THE ABOVE CRITERIA OR SUBMITTED AFTER FABRICATION WILL NOT BE REVIEWED.
5. RESPONSIBILITIES OF ERECTORS AND FABRICATORS:
   A. GENERAL - SUBMIT SHOP DRAWINGS AND ANY OTHER SPECIAL INFORMATION NECESSARY FOR PROPER FABRICATION, ERECTION, AND PLACEMENT OF STRUCTURAL FABRICATIONS. INCLUDE PLANS, ELEVATIONS, AND SECTIONS. CLEARLY SHOW ANCHORAGES, CONNECTIONS, AND ACCESSORY ITEMS. THE ERECTOR MUST INTERPRET THE CONTRACT DOCUMENTS AND CLEARLY CONVEY THIS INTERPRETATION TO THE FIELD IN THE FORM OF PLACING OR ERECTION DRAWINGS.

SHOP DRAWINGS REQUIRING ENGINEERING INPUT BY SPECIALTY ENGINEER

1. SPECIALTY ENGINEER:
   A. DEFINITION - A FLORIDA REGISTERED PROFESSIONAL ENGINEER WHO SPECIALIZES IN AND WHO UNDERTAKES THE DESIGN OF STRUCTURAL COMPONENTS OR STRUCTURAL SYSTEMS INCLUDED IN A SPECIFIC SUBMITTAL PREPARED FOR THIS PROJECT.
2. THE FOLLOWING SYSTEMS AND COMPONENTS AS A MINIMUM REQUIRE FABRICATION AND ERECTION DRAWINGS WITH INPUT BY A SPECIALTY ENGINEER, BUT ARE NOT LIMITED TO: BRACING, TRUSSES, ROOF SYSTEMS, LOUVERS, DOORS AND ANY OTHERWISE ANCILLARY STRUCTURES.
3. THE SPECIALTY ENGINEER OR MANUFACTURER SHALL DESIGN, FURNISH, AND INSTALL THESE COMPONENTS AND THE COMPONENT CONNECTIONS TO THE PRIMARY STRUCTURE PER THE WIND CRITERIA STATED HERE IN OR THE COMPLETE CONTAINING BUILDING CODES. WHICHEVER IS MORE STRINGENT.

SHALLOW FOUNDATIONS

1. FOUNDATION DESIGN IS BASED ON AN ALLOWABLE SOIL BEARING CAPACITY OF 1500 PSF FOR FOOTINGS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING PROPER AND SUFFICIENT SOILS INFORMATION TO MEET THESE SOILS REQUIREMENTS.
2. SOIL PREPARATION AND COMPACTION - DISCARDS EXISTING SOIL TO BOTTOM OF FOOTINGS. ALL DELETERIOUS MATERIAL MUST BE COMPLETELY REMOVED.
3. IF SOIL IS DISTURBED DURING FOOTING EXCAVATION RECOMPACT TO ACQUIRED DENSITY.
4. CONFER ALL FOOTINGS UNDER THEIR RESPECTIVE COLUMNS OR WALLS, U.N.O. ON PLANS.
5. DO NOT EXCAVATE FOR ANY PURPOSE WITHIN ONE FOOT OF THE ANGLE OF REPOSE OF ANY SIDE BEHIND FOOTING OR FOUNDATION UNLESS SUCH FOOTING OR FOUNDATION IS FIRST PROPERLY PROTECTED AGAINST SETTLEMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF ALL ACCUMULATED WATER FROM EXCAVATIONS AND DEWATERING OPERATIONS IN SUCH A WAY AS NOT TO CAUSE INCONVENIENCE TO ANY PERSON AND DAMAGE TO THE STRUCTURE OR PROPERTY.
7. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LABORS, SHORING, AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

SLABS ON GRADE

1. PREPARE SUBGRADE AS PER THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT INCLUDED IN THE SPECIFICATIONS.
2. FOR 4" THICK SLABS ON GRADE REINFORCE WITH 6 X 6 - W1.4 X W1.4 WELDED WIRE FABRIC CENTERED IN SLAB, U.N.O.
3. USE PLAIN, COLD-DRAWN ELECTRICALLY-WELDED STEEL WIRE FABRIC CONFORMING TO ASTM A-185. SUPPLY IN FLAT SHEETS ONLY. LAP SPLICES SHALL BE MEASURED BETWEEN OUTERMOST CROSS WIRES OF EACH FABRIC SHEET AND SHALL BE NOT LESS THAN ONE THE SPACING OF THE CROSS WIRES PLUS TWO (2) INCHES.
4. CHAIR WIRE FABRIC DURING CONCRETE PLACEMENT TO ENSURE PROPER POSITION IN SLAB.
5. USE 6 MIL POLYETHYLENE SHEETING BETWEEN SOIL AND CONCRETE SLAB, U.N.O.
6. PLACE CONTROL JOINTS AT 20 FT. MAX. SO AS TO LIMIT CONCRETE PLACEMENT AREAS TO 400 SQ. FT. MAX. IN ALL FLOORING SLABS ON GRADE. DO NOT EXCEED A 2 TO 1 RATIO OF LENGTH TO WIDTH. CONTRACTOR SHALL SUBMIT A CONTROL JOINT LAYOUT FOR ENGINEER'S REVIEW AND/OR TO CONSIDER PLACEMENT.
7. RECESS SLABS ON GRADE FOR FLOOR FINISHES PER ARCHITECTURAL DRAWINGS.

REINFORCED CONCRETE

1. USE STRUCTURAL CONCRETE AND CONCRETE PRACTICES CONFORMING TO ACI-301 AND PROPORTION CONCRETE IN ACCORDANCE WITH ACI-318 CH. 6 AND HAVING A MIN. ULTIMATE COMPRESSIVE STRENGTH IN 28 DAYS AS FOLLOWS:

   FOOTINGS & SLABS ..... 3500 PSI
   ALL OTHER CONCRETE ..... 4000 PSI

   PROVIDE CURRENT (MIN. 1 YEAR OLD) SUBMISSION DATA FOR EACH CONCRETE MIX DESIGN SUBMITTED.
2. USE ASTM A-615 GR. 60 FOR ALL REINFORCING STEEL, CONFORM TO LATEST ADOPTED EDITIONS OF ACI-315, ACI-318, AND CRSI "MANUAL OF STANDARD PRACTICE". ALL REINFORCING SHALL BE ACCURATELY PLACED, ADEQUATELY SUPPORTED AND FIRMLY TIED IN PLACE AS INDICATED ON THE DRAWINGS WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE ABOVE REQUIREMENTS. PROVIDE CLASS "B" LAP SPLICE FOR CONTINUOUS BARS, U.N.O. LAP BOTTOM STEEL OVER SUPPORTS AND TOP STEEL AT MIDSPAN UNLESS OTHERWISE SPECIFIED. BEND DISCONTINUOUS BARS AT ALL TOP BARS AND ALL BARS IN WALLS, U.N.O. USE 1" COVER OVER REINFORCING EXCEPT AS FOLLOWS:

	SIDEWALK	ROOF	SLABS
FOOTING/PILE CAPS	3"	3"	3"
REBARS (U.N.O.)	1 1/2"	1 1/2"	1 1/2"
SLABS ON GRADE	2"	1"	1"
SLABS (NEWER THAN GRADE)	1"	1"	1"
FORMED WALLS ABOVE GRADE	-	-	1 1/2"

3. AS A MINIMUM, CONCRETE SHALL BE TESTED IN ACCORDANCE WITH ACI-318, A MINIMUM OF 1 SET OF SAMPLES SHALL BE COLLECTED AND TESTED PER EACH GRADE OF CONCRETE, USED ON THE PROJECT.

I.C.F. CONSTRUCTION

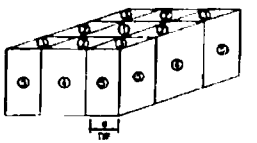
1. I.C.F. CONSTRUCTION IS SHOWN ON 4" AND 8" REINFORCED CONCRETE WITH I.C.F. CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS INDICATED IN THE NOTES FOR REINFORCED CONCRETE SPECIFIED ABOVE.
2. FORMS, SHORING, AND BRACING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE MANUFACTURER'S GUIDELINES FOR THE PROPOSED SYSTEM.

STRUCTURAL STEEL

1. ALL STEEL WORK (INCLUDING FABRICATION AND ERECTION) SHALL CONFORM TO THE AISC MANUAL OF STEEL CONSTRUCTION 13TH EDITION AND PROJECT SPECIFICATIONS. USE THE FOLLOWING:
   A. PLATES & BARS: A36.
   B. COLD-FORMED STEEL TUBING: ASTM A500, GRADE B.
   C. HOT-FORMED STEEL TUBING: ASTM A501.
2. USE STRUCTURAL STEEL THAT IS FULLY WELDABLE WITHIN GRADES AND FROM ANY GRADE TO ANY OTHER GRADE. WELD ALL SHOP CONNECTIONS, U.N.O.
3. ALL SHOP AND FIELD WELDING SHALL CONFORM TO THE STRUCTURAL WELDING CODE AWS D1.1, LATEST EDITION, PUBLISHED BY THE AMERICAN WELDING SOCIETY (AWS). USE ELECTRODES CONFORMING TO AWS SPEC. E70 SERIES, U.N.O. SHOW ALL SHOP WELDS ON THE FABRICATION DRAWINGS AND ALL FIELD WELDS ON THE ERECTION DRAWINGS.
4. ALL SHOP AND FIELD WELDERS, WELDING OPERATORS, AND TACKERS SHALL BE CERTIFIED ACCORDING TO AWS PROCEDURES FOR THE WELDING PROCESS AND WELDING POSITION USED.
5. A325 BOLTS SHALL CONFORM TO ASTM A 325 TYPE 1, HIGH STRENGTH BOLTS FOR STRUCTURAL STEEL JOINTS, DO NOT USE TYPE 2 BOLTS. PROVIDE HARDENED WASHERS CONFORMING TO ASTM F 436. PLACE HARDENED WASHERS UNDER PART BEING TURNED. ALL BOLTS SHALL BE NEW AND COMMERCIALLY MANUFACTURED. DO NOT REUSE BOLTS. USE ONLY HOT-GALVANIZED NUTS AND BOLTS THAT ARE CLEAN, BURR-FREE, AND WELL LUBRICATED. BOLTS AND NUTS SHALL BE LUBE DIPPED BY THE MILL SUPPLIER OR LUBRICATED WITH JOHNSON'S WAX NO. 140.
6. USE A-36 BOLTS FOR ANCHOR BOLTS.
7. CUT, DRILL, OR PUNCH HOLES PERPENDICULAR TO METAL SURFACES. DO NOT FLAME CUT HOLES OR ENLARGE HOLES BY BURNING.
8. SPLICING OF STRUCTURAL STEEL MEMBERS IN THE FIELD OR IN THE SHOP IS PROHIBITED EXCEPT WHERE INDICATED ON THE DRAWINGS.
9. PROVIDE TEMPORARY BRACING AS NECESSARY TO ENSURE A STABLE STRUCTURE DURING CONSTRUCTION.
10. DO NOT REPRODUCE THE STRUCTURAL DRAWINGS FOR USE AS SHOP DRAWINGS.

ADHESIVE ANCHORING SYSTEMS

1. USE AN EPOXY OR POLYESTER RESIN ADHESIVE, SUCH AS HILTI HY 150, HILTI HIT, SIMPSON SET XP OR ITW RAMSET/RED HEAD EPCON ADHESIVE AND MECHANICAL EMBEDMENT, SIMILAR TO HILTI HIT-RE 500 (FOR OVERHEAD), OR ACCEPTED ALTERNATE.
2. FOLLOW MANUFACTURER'S SPECIFICATIONS FOR USE AND INSTALLATION.
3. INSTALL AND MAINTAIN A MIN. EMBEDMENT IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, OR AS SPECIFIED ON DRAWINGS.
4. DIAMETER OF HOLE SHALL BE AS RECOMMENDED BY MANUFACTURER FOR THE PARTICULAR PRODUCT SPECIFIED IN THE DRAWINGS.
5. UNLESS NOTED, ANCHOR SPACING AND ANCHOR EDGE DISTANCE SHALL BE ACCORDING TO THE MANUFACTURER'S MOST CURRENT PUBLICATION IN ORDER TO DEVELOP MAXIMUM WORKING LOADS.
6. ALL ANCHORS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND UNDER MANUFACTURER'S SUPERVISION IN ORDER TO DEVELOP THE MOST CURRENT PUBLISHED WORKING LOADS.
7. ALL EPOXIED ANCHORING SHALL BE TESTED AFTER INSTALLATION AT CONTRACTOR'S EXPENSE. A MINIMUM OF TWO (2) OF EACH DAY'S APPLICATIONS AND NO LESS THAN 2 SHALL BE TESTED BY APPLYING A TORQUE LOAD OF 2000 POUNDS TO THE EMBEDDED ANCHOR. IF A TEST APPLICATION FAILS, ALL APPLICATIONS FOR THAT DAY SHALL BE TESTED. TESTING PROCEDURES AND RESULTS SHALL BE SUBMITTED AND APPROVED BY ENGINEER.



WIND PRESSURE DIAGRAM

N.T.S.

MAIN WIND FORCE RESISTING SYSTEM PRESSURES

WIND VELOCITY (MPH)	ROOF (PSF)	WALL (PSF)
140	-61	42

CLADDING PRESSURES

LOCATION	ZONE	PRESSURES	
ROOF 10.5°	1	-44	31
	2	-65	31
	3	-121	31
ROOF 20.5°	1	-66	30
	2	-98	30
	3	-103	30
ROOF HIP 5°	1	-63	27
	2	-80	27
	3	-80	27
WALL 10.5°	4	-58	53
	5	-66	53
WALL 30.5°	4	-58	48
	5	-58	48
WALL 80.5°	4	-46	43
	5	-46	43

SCHMIDT DELL ASSOCIATES INC.
CONSULTING ENGINEERS

SMA
SAM MARSHALL ARCHITECTS

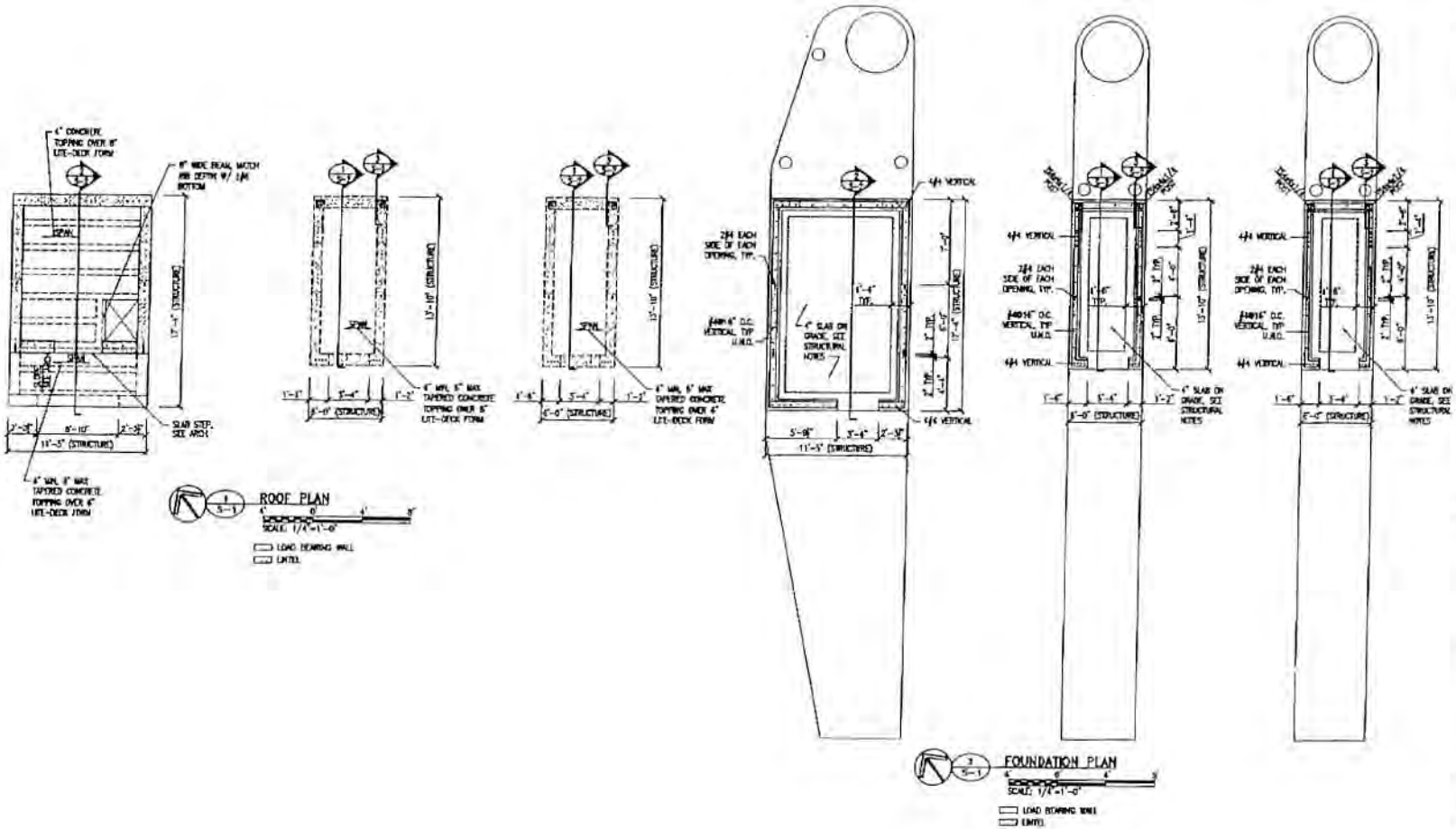
BARRANCO L.E. BORDRICK, INC.

PENSACOLA BEACH
TOLL BOOTH
STORM REPAIRS

No.	Description	Date

STRUCTURAL NOTES

S-0



SAM MARSHALL ARCHITECTS
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PENSACOLA, FL 32502
(850) 433-7947
(850) 433-0510 Fax

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

REVISIONS

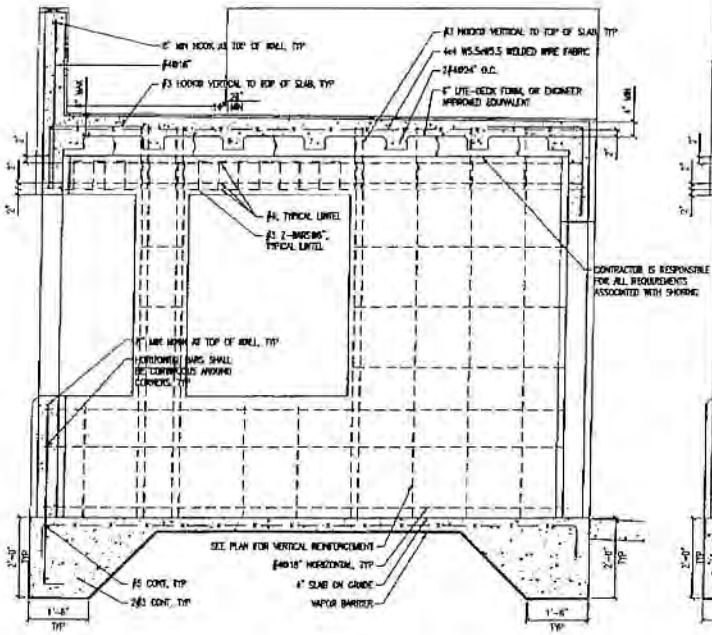
No.	Description	Date

STRUCTURAL ROOF AND FOUNDATION PLAN

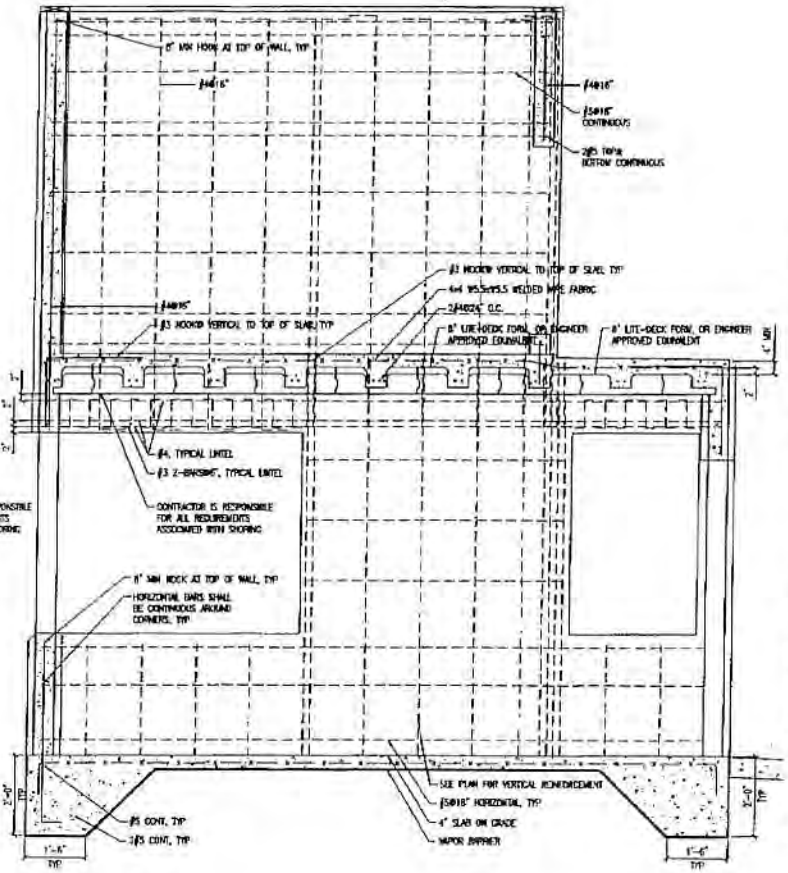
Scale: AS NOTED
Date: NOV. 1, 2005
Drawn By: MDW
Checked By: SCS
Approved By: SCS

S-1

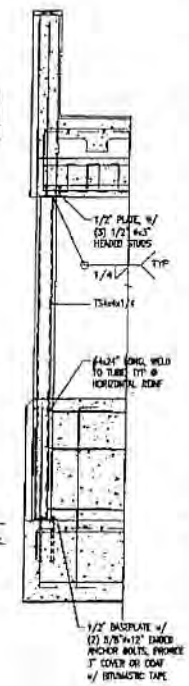
SCHMIDT DELL ASSOCIATES INC.
CONSULTING ENGINEERS



1 / S-2 SECTION



2 / S-2 SECTION



3 / S-2 SECTION

SEE 1/S-2 FOR ADDITIONAL INFORMATION NOT SHOWN

SCALE: 3/4"=1'-0"

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BARKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

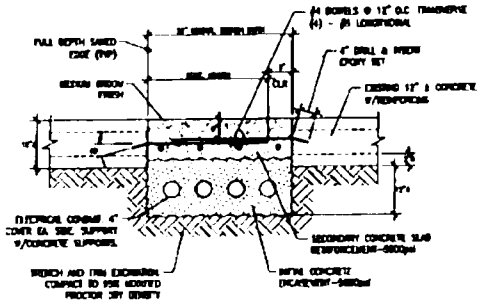
REVISIONS

No.	Description	Date

Title: SECTIONS

State: AS NOTED
Date: NOV. 4, 2009
Drawn By: RMa
Checked By: SCS
Approved By: SCS

Dwg. No: S-2



NOTE: APPLY EPOXY ADHESIVE BONDING AGENT TO ALL EXPOSED SURFACES OF EXISTING CONCRETE ABUTTING NEW CONCRETE. SUBMIT ADHESIVE TECHNICAL DATA FOR APPROVAL.

A1 TYPICAL CONCRETE PAVEMENT REPAIR @ ELECTRICAL CONDUIT TRENCHING

NO SCALE

SMA

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

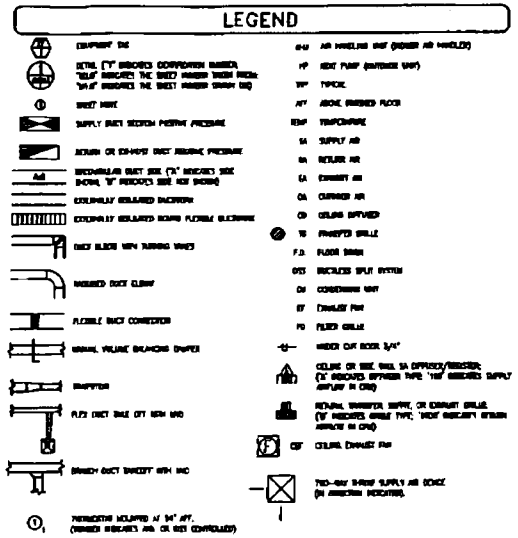
No.	Date	Approved By	Revision Description

Title: STRUCTURAL DETAILS

Scale: AS NOTED
Date: OCTOBER 13, 2000
Drawn By: HCE
Checked By: JFB
Approved By:

Dwg. No: S-3

LEGEND



AIR DEVICE SCHEDULE

MARK	CFM	AIR DEVICE SIZE	DUCT CONNECTION SIZE	AIR DEVICE DESCRIPTION	MFR	MODEL
A	0-65	6x9	6"ø	CD	TITUS	TDC-AA
A	70-210	9x9	8"ø	CD	TITUS	TDC-AA
A	215-630	15x15	12"ø	CD	TITUS	TDC-AA
B	1910	48x24	48x24	RG	TITUS	350RL

NOTES:
1. PROVIDE 24" x 24" LAY-IN PANEL FOR AIR DEVICES IN LAY-IN TYPE CEILINGS.
2. PROVIDE AIR DEVICE SIZE DUCT CONNECTION SHOWN ON SCHEDULE UNLESS OTHERWISE SHOWN ON PLANS.
3. MAXIMUM NC FOR AIR DEVICES IS 27.
4. FOR TYPE "A" FILTER GRILLE, PROVIDE FILTER GRILLE FOR LAY-IN TYPE CEILING. TOTAL FILTER SIZE 32x24. PROVIDE 1" FILTER BEHIND STAMPED 1" FILTERS. PROVIDE 30% EFFICIENCY FILTERS.
5. FOR TYPE "B" FIXED GRILLE, PROVIDE FILTER GRILLE FOR LAY-IN TYPE CEILING. TOTAL FILTER SIZE 48x24. PROVIDE 2" FILTER BEHIND STAMPED 1" FILTERS. PROVIDE 30% EFFICIENCY FILTERS.
6. PROVIDE ALUMINUM GRILLES, STEEL GRILLES ARE NOT ACCEPTABLE.

SEQUENCE OF OPERATION

GENERAL CONTROLS: ALL CONTROLS DEVICES SHALL BE BUS IN CONCEPT AND SHALL COMPLY WITH CRITERIA AS REQUIREMENTS.

AHU/HP-1 SYSTEM: AHU FAN AND THE HP COMPRESSOR SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR AHU/HP SYSTEM. DURING HEATING CYCLES, THE ELECTRIC HEATER IN THE AIR HANDLER SHALL STAGE AS THE SECOND STAGE OF HEATING. PROGRAM THERMOSTAT FOR OCCUPIED AND UNOCCUPIED TIMES WITH AN 8°F IN LIMIT AND 55°F LOW LIMIT DURING UNOCCUPIED TIMES.

RTU-1/CU-1 SYSTEM AND RTU-1, 2: RTU FAN AND DX CONDENSING UNIT SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR RTU/CU SYSTEM AND RTU-1, 2. THE INDOOR HEATER SHALL BE ENERGIZED DURING OCCUPIED TIMES WHEN THE THERMOSTAT CALLS BELOW 70°F, ADJUSTABLE. PROGRAM THERMOSTAT FOR OCCUPIED AND UNOCCUPIED TIMES WITH AN 8°F IN LIMIT AND 55°F LOW LIMIT DURING UNOCCUPIED TIMES.

RTU-4/RU-4 SYSTEM: RTU FAN AND THE CONDENSING UNIT SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR RTU/RU SYSTEM.

RTU-1/CU-1 SYSTEM AND RTU-3: RTU FAN AND THE CONDENSING UNIT SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR RTU/CU SYSTEM AND RTU-3. THE INDOOR HEATER SHALL BE ENERGIZED DURING OCCUPIED TIMES WHEN THE THERMOSTAT CALLS BELOW 70°F, ADJUSTABLE. PROGRAM THERMOSTAT FOR OCCUPIED AND UNOCCUPIED TIMES WITH AN 8°F IN LIMIT AND 55°F LOW LIMIT DURING UNOCCUPIED TIMES.

RTU-1/CU-2 SYSTEM AND RTU-2: RTU FAN AND THE CONDENSING UNIT SHALL CYCLE TO MAINTAIN SET POINT TEMPERATURE. PROVIDE A SINGLE PROGRAMMABLE THERMOSTAT FOR RTU/CU SYSTEM AND RTU-2. THE INDOOR HEATER SHALL BE ENERGIZED DURING OCCUPIED TIMES WHEN THE TEMPERATURE FALLS BELOW 70°F, ADJUSTABLE. PROGRAM THERMOSTAT FOR OCCUPIED AND UNOCCUPIED TIMES WITH AN 8°F IN LIMIT AND 55°F LOW LIMIT DURING UNOCCUPIED TIMES.

EF-1: EXH SHALL BE ENABLED BY A WALL MOUNTED SWITCH, INTERLOCKED WITH THE LIGHT

GENERAL DEMOLITION NOTES

1. REMOVE ALL EXISTING AIR DEVICES, ELECTRONIC EQUIPMENT (i.e. HEAT PUMP, AIR HANDLER, CONDENSING UNIT, ETC.) AND ALL REFRIGERANT PIPING FROM TOLL BOOTH OFFICE.
2. REMOVE EXISTING SHEET-ROCK WALL AT UNIT IN MONEY BOOTH 101 (TOLL BOOTH OFFICE), AND REPAIR WALL PENETRATION TO MATCH WALL.
3. REMOVE ALL EXISTING EQUIPMENT AND ASSOCIATED PIPING FROM TOLL BOOTHS LANE NUMBER ONE AND TWO.
4. REMOVE EXISTING 2.5 GALLON WATER-HEATER ELECTRIC SWITCH HEATER LOCATED IN TOLL BOOTH #101.

GENERAL NOTES

1. ALL DUCT DIMENSIONS ARE NET INSIDE.
2. VERIFY CEILING NEED ON ALL EQUIPMENT OUTLETS AND MAKE TRANSITION DUCTWORK AS NECESSARY TO EVENLY BALANCE SYSTEMS AS EQUIPMENT CONNECTED.
3. FIELD VERIFY CLEAR SPACE AVAILABLE, EQUIPMENT PADS, AND CONFLICTS WITH STRUCTURE AND THE WORK OF OTHER TRADES PRIOR TO FABRICATING EQUIPMENT. PROVIDE OFFSETS IN DUCTWORK AS REQUIRED, WHETHER SPECIFICALLY INDICATED OR UNKNOWN ON WORK SHOP DRAWINGS OR ELECTRICAL LAYOUT PRIOR TO CONSTRUCTION WORK. MAINTAIN CLEARANCE AROUND ALL LIGHT FIXTURES AS REQUIRED TO REMOVE AND SERVICE FIXTURES. COORDINATE WITH BEAM TRUSSES/STRUCTURE. PRESSURE TEST ALL DUCTWORK PER SMACNA. SEE SPECIFICATIONS.
4. CONTRACTOR SHALL INSTALL ALL EQUIPMENT, PIPING, AND ELECTRICAL WORK PER MANUFACTURERS' RECOMMENDED CLEARANCES ARE NOT FOR ALL ACCESS PANELS, MOTORS, PUMPS, BELTS, FILTERS AND AIR VALVES. CONTRACTOR SHALL BE CHARGE OF PROPER DUCT ACCESS.
5. PROVIDE DUCT FLEX CONNECTIONS & VIBRATION ISOLATION FOR ALL UNITS NOT INTERNALLY ISOLATED.
6. ALL SUPPLY AND RETURN AIR ELECTRICAL WORK BE GROUNDED SHEET METAL.
7. ALL FILTER GRILLES SHALL BE OF A HEADED ADJUSTABLE SIZE, OF DISPOSABLE TYPE, AND BE ACCESSIBLE WITHOUT THE USE OF LADDERS OR OTHER MECHANICAL DEVICES EXCEPTION 20'0".
8. THE MECHANICAL CONTRACTOR SHALL VERIFY THE EXACT PLACES TO SUBCONTRACTORS AND TO BECOME FAMILIAR WITH THE EXTENT OF WORK REQUIRED, BUILDING CONSTRAINTS, ETC.
9. REMOVE CEILINGS WALL AND MECHANICAL MEZZANINE FLOOR PENETRATIONS WHEREVER POSSIBLE AT TOLL BOOTH OFFICE BUILDING.

DUCTWORK AND INSULATION GENERAL NOTES

1. ALL BOXING FLEXIBLE DUCT SHALL BE FLEXMASTER TYPE 8M ADHERTION, FLEX OR FRICTION APPROVED EQUAL. VARIABLE LENGTH OF NON FLEXIBLE DUCT PERMIT SHALL BE 5'-0", WHERE LENGTH REQUIRED EXCEED 5'-0" INSTALL EXTERNALLY INSULATED RIGID SERVICE DUCT FOR BALANCE OF DISTANCE TO TERMINAL OF NON DUCT SHOWN.
2. ALL SUPPLY AIR ELECTRICAL (EXCEPT ENERGY) TO SUPPLY AIR DIFFUSERS) SHALL BE LOW PRESSURE RECTANGULAR, MEDIUM STATIC PRESSURE CLASS 2" W.G., SEAL CLASS A, EXTERNALLY INSULATED UNLESS OTHERWISE INDICATED. DUCT SIZES PROVIDED ARE INSIDE CLEAR DIMENSIONS.
3. ALL RETURN AND EXHAUST AIR DUCTWORK SHALL BE LOW PRESSURE RECTANGULAR, SMACNA STATIC PRESSURE CLASS 2" W.G., SEAL CLASS A, EXTERNALLY INSULATED UNLESS OTHERWISE INDICATED. DUCT SIZES PROVIDED ARE INSIDE CLEAR DIMENSIONS.

ELECTRIC RADIANT HEATER SCHEDULE

UNIT DESIGNATION ①	RH-1	RH-2	RH-3	RH-4	RH-5 ②
MANUFACTURER	MARKEL	MARKEL	MARKEL	MARKEL	MARKEL
TYPE	CEILING PANEL	CEILING PANEL	CEILING PANEL	CEILING PANEL	CEILING PANEL
TOTAL CAPACITY (W)	500	750	750	750	375
FINISH	SURFACE MOUNTED	SURFACE MOUNTED	SURFACE MOUNTED	SURFACE MOUNTED	LAY-IN CEILING

NOTES:
① ELECTRICAL REQUIREMENTS - 208V/3Ø.
② PROVIDE RECESSED WALL BRACKET.

DUCTLESS SPLIT SYSTEM SCHEDULE

UNIT DESIGNATION ①②③④⑤⑥⑦	RRR/CU-1, 2	RRR/RU-3	RRR/RU-4
MANUFACTURER	FRIEDRICH	FRIEDRICH	FRIEDRICH
OUTDOOR UNIT MODEL NUMBER	MRCC12C1E	MRCC18C1E	MRCC24C1E
INDOOR UNIT MODEL NUMBER	MCC12C1E	MCC18C1E	MCC24C1E
MCA (@ AIR COND.)	10.80	15.30	19.60
DESIGN CONDITIONS			
WINTER - OUTSIDE/INSIDE DB. (°F)	N/A	N/A	N/A
SUMMER - OUTSIDE/INSIDE DB. (°F)	95/75	95/75	95/75
COOLING DATA			
COOLING AMBIENT (°F)	95.0	95.0	95.0
COOLING ENTERING AIR CONDITIONS (DB/WB °F)	75.0/63.5	75.0/63.5	75.0/63.5
TOTAL NET CAPACITY (BTUH)	21000	35500	21000
FAN DATA			
OUTSIDE AIR QUANTITY (CFM)	0 ⑧	0 ⑧	0 ⑧
INDOOR AIR QUANTITY (CFM)	530	1135	530
CONDENSATE DRAIN (INCHES)	3/4	3/4	3/4

NOTES:
① DIRECT DRIVE.
② ELECTRICAL REQUIREMENTS - 208V/3Ø.
③ PROVIDE CONTROL BOX TO REPLACE BLANKED CONNECTOR ON STARTER, TRANSFORMER AND ELECTRIC HEATER INTERLOCKS.
④ INSTALLATION PROVIDED BY INSTALLERS.
⑤ NO VENTILATION REQUIRED.
⑥ PROVIDE CONDENSATE PUMP.
⑦ PROVIDE FACTORY-FURNISHED SURFACE MOUNTING KIT.

FAN SCHEDULE

UNIT	TYPE	CFM	RPM	ESP (in. H2O)	BHP	MOTOR/VFD (HP/V)	WEIGHT OF MOTOR	MODEL	CONTROL	NOTES
EF-1	CEIL	50	850	0.10	0.1	1/20		SP-A80	INTERNAL TIME CLOCK	①②③④⑤

① PROVIDE DISCONNECT.
② PROVIDE BIRDS' SCREEN PAN.
③ PROVIDE THERMAL OVERLOAD.
④ ELECTRICAL REQUIREMENTS - 120V/1Ø.
⑤ BACKDRAFT DAMPER.

SPLIT SYSTEM HEAT PUMP SCHEDULE

UNIT DESIGNATION ①	AHU/HP 1
MANUFACTURER	YORK
HEAT PUMP MODEL NUMBER	DHTM4860
AIR HANDLER MODEL NUMBER ②③④	FXMP4860
TOTAL MCA (OF AIR COND.)	46.30
OCP MAX (@ AIR CONDITIONS)	2.30
DESIGN CONDITIONS	
SUMMER - OUTSIDE/INSIDE DB. (°F)	95/70
SUMMER - OUTSIDE/INSIDE DB. (°F)	94/75
COOLING DATA	
COOLING AMBIENT (°F)	95.0
COOLING ENTERING AIR CONDITIONS (DB/WB °F)	75.0/63.5
TOTAL NET CAPACITY (BTUH)	53000
NET SENS. CAPACITY (BTUH)	43000
HEATING DATA	
HEATING AMBIENT (°F)	47.0
HEATING ENTERING AIR CONDITIONS (°F)	69.0
GROSS HEAT CAP. (BTUH)	39000
FAN DATA	
OUTSIDE AIR QUANTITY (CFM)	0 ⑤
INDOOR AIR QUANTITY (CFM)	1600
EXTERNAL STATIC PRESSURE (INCHES) ⑥	0.40
MAX HP (BHP) ⑦	0.75
NUMBER OF REF. CIRCUITS	1
CONDENSATE DRAIN (INCHES)	3/4
HEAT SECTION (SUPPLEMENTARY)	
TYPE	ELEC.
LOCATION	BLOWER DISCHARGE UNIT MOUNTED
CAPACITY (KW)/STAGES ⑧	15/1

① UNITS MUST INCLUDE FILTER, CONDENSATE DRAIN PAN, DISCONNECT SWITCH, AND CONTROLS.
② INDOOR AIR HANDLERS ARE SCHEDULED AT 208 VOLT (3-PHASE UNITS).
③ ELECTRICAL REQUIREMENTS - 208V/3Ø.
④ PROVIDE CONTROL BOX TO REPLACE BLANKED CONNECTOR ON STARTER, TRANSFORMER AND ELECTRIC HEATER INTERLOCKS.
⑤ ELECTRICAL CONTRACT SHALL BE SINGLE POINT OF CONNECTION.
⑥ PROVIDE 4mV WITH THERMAL EXPANSION VALVE.
⑦ VENTILATION PROVIDED BY INFILTRATION.

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BARRINEAU CONSTRUCTION, INC.

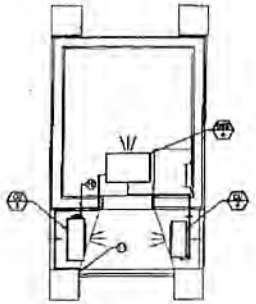
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Description	Date

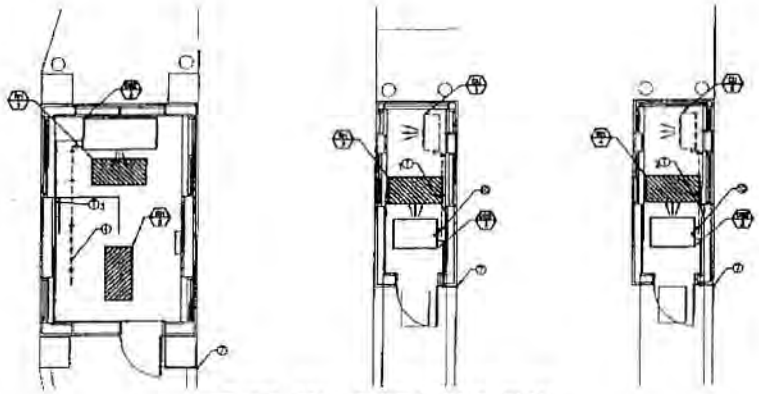
Title: HVAC LEGENDS, NOTES AND SCHEDULES

Scale: AS NOTED
Date: NOV. 4, 2005
Drawn By: JBA
Checked By: JBA
Approved By: DMS

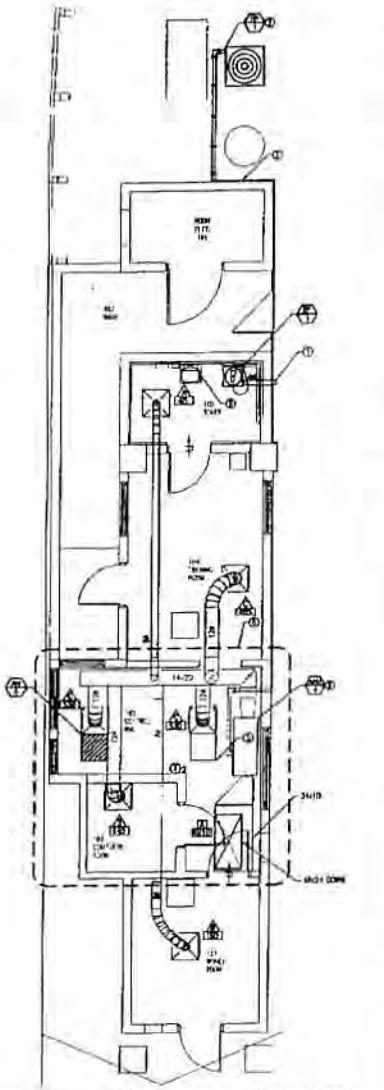
Dwg. No. M-1



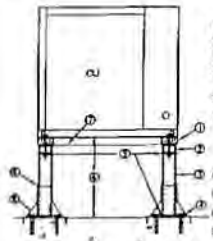
SECOND FLOOR
TOLL BOOTH HVAC PLAN
SCALE: 1/4" = 1'-0"



TOLL BOOTH HVAC PLAN
SCALE: 1/4" = 1'-0"



TOLL BOOTH OFFICE HVAC PLAN
SCALE: 1/4" = 1'-0"



KEY NOTES

1. PRESSURE TREATED WOOD SKID.
2. RUBBER VIBRATION SUPPORTS, MINIMUM OF 1/4" THICKNESS, NON SKIDDED GALVANIZED ASSEMBLY.
3. VERTICAL TUBE SUPPORTS.
4. BASE PLATE WITH A MINIMUM OF 3-5/8" DIAMETER THREADED RODS SET WITH HILTI RE-HY 150 EPOXY OR EQUIVALENT, 4" MINIMUM EMBEDMENT. FOLLOW MANUFACTURER'S RECOMMENDATIONS. DRILL 1/4" PILOT HOLES TO LOCATE REINFORCING. DO NOT CUT REINFORCEMENT. SEE DESIGN NOTE BELOW.
5. WELD TYPICAL.
6. HOLDER AS ACCESSED BY FLORIDA BUILDING CODE, SECTION 1511.2
7. PRIME BOTH.
8. SHEET METAL FLASHING SUBSTRUCTION SUPPORT BASE WITH CONTINUOUSLY WELDED SEAMS.
9. CONTRACTOR'S WATERPROOFING SEALANT, TYPICAL FOR FLASHING.

DESIGN NOTE

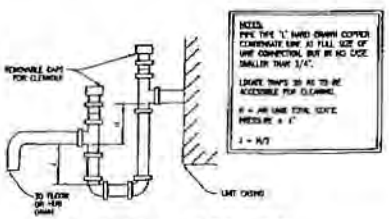
DESIGN TUBE FRAME ASSEMBLY IN ACCORDANCE WITH FLORIDA BUILDING CODE WIND CRITERIA, SECTION 16. DESIGN SHALL BE SPECIFIC TO EQUIPMENT PROVIDED. SUBMIT DESIGN WITH ROOF MOUNTED EQUIPMENT SUBMITTALS. DESIGN SHALL BE SIGNED AND SEALED BY A STATE OF FLORIDA REGISTERED STRUCTURAL ENGINEER.

SINCE THE ROOF STRUCTURE IS HOLLOW PRE CAST CONCRETE, THE CONTRACTOR SHALL COORDINATE EQUIPMENT ANCHOR LOCATIONS WITH THE STRUCTURAL ENGINEER AND SHALL CONSULT WITH THE STRUCTURAL ENGINEER TO DETERMINE THE BEST METHOD OF SECURING THE UNIT TO THE PRE CAST CONCRETE. THIS DESIGN SHALL BE SUBMITTED FOR APPROVAL.

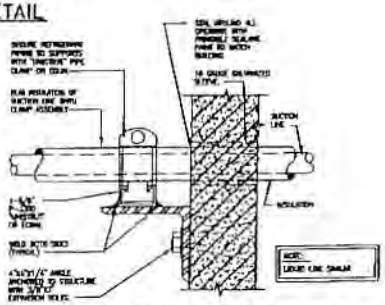
CONDENSING UNIT SUPPORT DETAIL
SCALE: NONE

SHEET NOTES

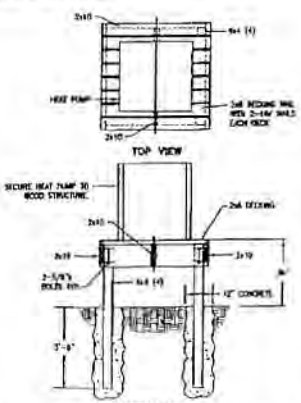
1. PROVIDE 4# MALL CAP, BASIS OF DESIGN GREENHECK WC-4.
2. MOUNT ROOF CURB TO 3/4" CDX PLY FIELD FABRICATED WOOD STRUCTURE PER DETAIL 3, THIS SHEET. COORDINATE EXACT LOCATION OF ROOF CURB AND REFRIGERANT PIPING WITH CONTRACTOR SITE CONDITIONS.
3. INSULATE HEAT REFRIGERANT PIPING, UNDERGROUND & PVC PIPING AS SHOWN. INSULATE PIPING MADE OF NON METAL ENCLOSURE, PER DETAIL 6, SHEET M-2.
4. PENETRATE ROOF WITH REFRIGERANT PIPING AND ROUTE IN DROP CEILING SPACE TO CON-1 MOUNTED ON CEILING HOUSE. COORDINATE REFRIGERANT PIPE ROUTING WITH ALL OTHER TRADES.
5. CONDENSATE PIPING ACROSS CEILING SHALL NOT TERMINATE UNTIL BRANCHES ABOVE HAVE BEEN INSTALLED.
6. ROUTE CONDENSATE PIPING THRU EXTERIOR WALL IN SAME LOCATION AS PREVIOUS AND TERMINATE ONE FOOT ABOVE GRADE. PROVIDE STAINLESS SPLASH BLOCK.
7. MECHANICALLY MIXED WATER HEATER EQUAL TO RHEEM MODEL SPECIFIED, 120 VOLT/20A/1PH AMP, LOW FLOW BASE MIN. 32GAL/CEE 32GAL HEATING ELEMENT. CONNECT WITH 3/8" COPPER PIPE AT INLET AND OUTLET. PROVIDE WITH DRAIN CONTROL AND FLOW SWITCH DEVICES. ALL PARTS SHALL BE FIELD REPLACEABLE. SEE DETAIL 8, SHEET M-2.
8. ROUTE REFRIGERANT PIPING ACROSS ROOF AND PENETRATE ROOF AT THIS POINT. PROVIDE PIPE CAP AND CURB BASIS OF DESIGN, PATE PIPE CURB AND CAP MODELS PCS-3 AND PCC-1, REPRESENTED.
9. ROUTE CONDENSATE PIPING AS SHOWN AND ALLOW TO DRIP INTO GUTTER.



NEGATIVE PRESSURE
CONDENSATE DRAIN TAP
SCALE: NONE



REFRIGERANT PIPE SUPPORT AT WALL
SCALE: NONE



HEAT PUMP SUPPORT DETAIL
SCALE: NONE

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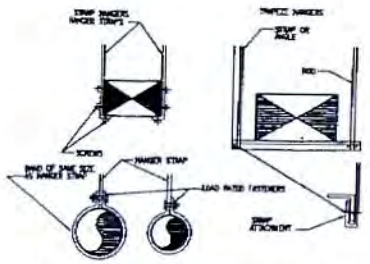
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Description	Date

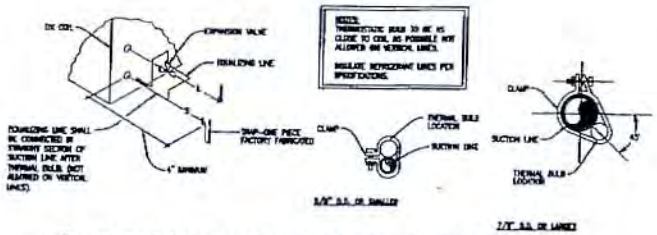
Title: HVAC FLOOR PLANS

Scale: AS NOTED
Date: NOV. 4, 2005
Drawn By: JDS
Checked By: JDS
Approved By: DMW

Dwg. No.: M-2

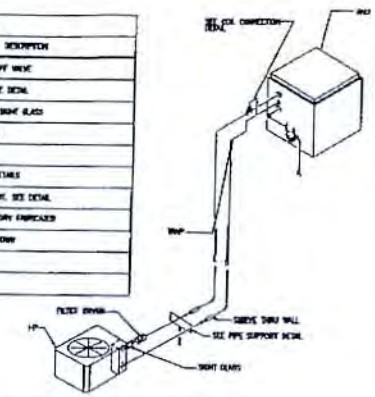


1 TYPICAL DUCT HANGER DETAIL
SCALE: NONE



2 REFRIGERANT COIL CONNECTION DETAIL
SCALE: NOT TO SCALE

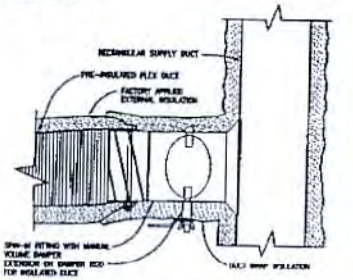
REFRIGERANT PIPING LEGEND	
SYMBOL	DESCRIPTION
	REFRIGERANT SHUT-OFF VALVE
	EXPANSION VALVE, SEE DETAIL
	MOISTURE INDICATING SIGHT GLASS
	FLEXIBLE CONNECTION
	FILTER DRIER
	PIPE SUPPORT, SEE DETAILS
	EXTERIOR PIPE SUPPORT, SEE DETAIL
	SNAP, ONE PIECE FACTORY FABRICATED
	DIRECTION OF SLOPE DOWN
	SUCTION LINE
	LIQUID LINE



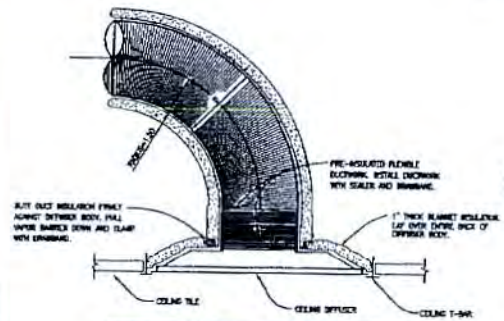
NOTE: ALL INSULATED EXTERIOR PIPING SHALL BE JACKETED WITH 24 GUAGE ALUMINUM JACKET SUITABLE FOR EXTERIOR APPLICATIONS. NOTED TO SPECIFICATIONS.

NOTE: ALL EXPOSED PIPING, BRACKETS, ETC WHETHER INTERIOR OR EXTERIOR SHALL BE PAINTED PER SPEC SECTION 09900.

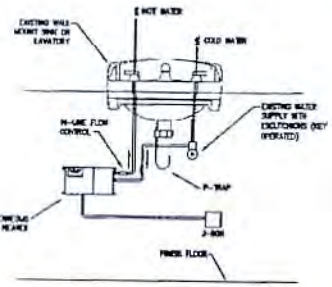
3 TYPICAL REFRIGERANT PIPING SCHEMATIC
SCALE: NONE



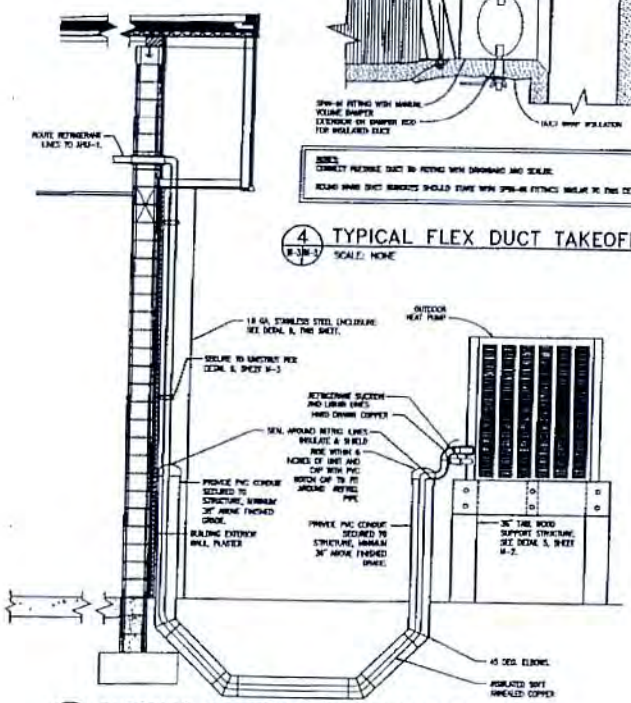
4 TYPICAL FLEX DUCT TAKEOFF DETAIL
SCALE: NONE



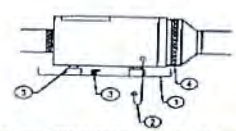
5 TYPICAL CEILING DIFFUSER DETAIL
SCALE: NONE



6 INSTANTANEOUS WATER HEATER MOUNTING DETAIL (TYPICAL)
SCALE: NONE

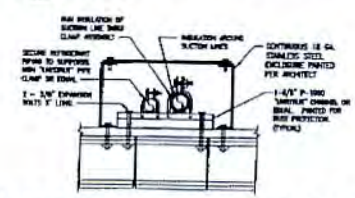


7 EXTERIOR REFRIGERANT PIPING DETAIL
SCALE: NONE
(VERIFY EXISTING BUILDING CONDITIONS)



1. CONTRACTOR SHALL PROVIDE NEW FULLY WELDED GALVANIZED STEEL AUXILIARY DRAIN PAN UNDER ENTIRE UNIT.
2. UNIT CONDENSATE DRAIN. CONTRACTOR SHALL ENSURE LINE IS CLEAR OF ANY BLOCKAGE AND THAT LINE IS SLOPED TO DRAIN PROPERLY.
3. PROVIDE SAFETY FLOAT SWITCH IN AUXILIARY DRAIN PAN INTERLOCKED TO SHUT DOWN AIR HANDLER IN THE EVENT OF OVERFLOW.
4. FLEXIBLE DUCT CONNECTOR.
5. CONTRACTOR SHALL PROVIDE NEW FULLY WELDED GALVANIZED STEEL CURB WITH VIBRATION ISOLATORS.

8 NEW AIR HANDLER DUCT CONNECTION DETAIL
SCALE: NONE



9 WALL-MOUNTED REFRIGERANT PIPE SUPPORT
SCALE: NONE

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BASKERVILLE-DONOVAN, INC.

PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

REVISIONS

No.	Description	Date

Title: HVAC DETAILS

Scale: AS NOTED
Date: NOV. 4, 2005
Drawn By: JSL
Checked By: JSL
Approved By: DMW

Dwg. No: M-3

ELECTRICAL LEGEND

WIRING

A-10,20,22 — A-10,20,22 ADJACENT TO ARROW INDICATES HOMERUN OF CIRCUIT NUMBERS 10, 20, 22 TO PANEL A. CONTRACTOR GROUNDING CONNECTORS SHALL BE INSTALLED IN ALL CONDUIT RUNS BUT ARE NOT INDICATED ON THE CIRCUIT SYMBOLS. MINIMUM CONDUCTOR SIZE IS #12 AWG U.N.O. WHERE CONDUCTOR SIZE IS NOTED ON THE HOMERUN THAT SIZE SHALL BE USED THROUGHOUT CIRCUIT U.N.O.

SOLID LINES ON PLANS INDICATE NEW EQUIPMENT AND MATERIALS

CENTER LINES ON PLANS INDICATE UNDERGROUND OR INFLOOR CONDUIT (SEE PLANS).

CURVED LINES ON PLANS INDICATE CIRCUITS ON "NORMAL" BRANCH POWER

CONDUIT DOWN

CONDUIT UP

CONDUIT STUBBED AND CAPPED AS SHOWN PROVIDE INSULATED THROAT BUSHING.

LIGHTING

LIGHT FIXTURE, SEE FIXTURE SCHEDULE.

LIGHT FIXTURE, SEE FIXTURE SCHEDULE.

LIGHT FIXTURE, SEE FIXTURE SCHEDULE

INDUSTRIAL OR STRIP FIXTURE, SEE FIXTURE SCHEDULE

EXTERIOR WALL MOUNTED LIGHT FIXTURE, SEE FIXTURE SCHEDULE

EXIT LIGHT, SEE FIXTURE SCHEDULE. DARK GUARDIANT INDICATES LIGHTED FACE. ARROW INDICATES ARROW DIRECTION ON FIXTURE WHERE INDICATED. REFER TO LIFE SAFETY (ARCHITECTURAL) PLANS FOR FIXTURE LOCATION. OBTAIN POWER FOR THIS FIXTURE FROM NEAREST LIGHTING CIRCUIT.

DUAL FACED EXIT LIGHT, SEE FIXTURE SCHEDULE. DARK GUARDIANT INDICATES LIGHTED FACE. ARROW INDICATES ARROW DIRECTION ON FIXTURE WHERE INDICATED. REFER TO LIFE SAFETY (ARCHITECTURAL) PLANS FOR FIXTURE LOCATION. OBTAIN POWER FOR THIS FIXTURE FROM NEAREST LIGHTING CIRCUIT.

$ — TOGGLE SWITCH; 120-277V, RATED; 20A; 1 POLE; A.C. ONLY; MT 48" AFF TO TOP OF BOX, U.N.O.

$3 — TOGGLE SWITCH, 120-277V, RATED: 20A; 3 WAY; A.C. ONLY; MT 48" AFF TO TOP OF BOX, U.N.O.

$WP — TOGGLE SWITCH; 120-277V, RATED; 20A; 1 POLE A.C. ONLY; MT 48" AFF TO TOP OF BOX, U.N.O. INSTALLED IN WEATHERPROOF BOX AND DEVICE PLATE COMBINATION

$M — WALL SWITCH OCCUPANCY SENSOR (WATTSTOPPER WA-100-120/277 OR EQUAL) MOUNT 48" AFF.

MOTION DETECTOR. WATTSTOPPER W-2000A ULTRASONIC OCCUPANCY SENSOR OR EQUAL. CEILING MOUNT

FLOOD LIGHT - SEE FIXTURE SCHEDULE

COMMUNICATIONS

SINGLE GANG TELEPHONE JB WITH 3/4"C. TO TELEPHONE BACKBOARD. PROVIDE PULL STRING.

SINGLE GANG DATA OUTLET (RJ45 DATA CONNECTOR)

POWER

DOUBLE GANG J-BOX WITH CIRCUITS AS INDICATED (LEAVE 2' OF SLACK CONDUCTORS)

DUPLEX RECEPTACLE; 20A; 3 POLE GND; MT 18" AFF TO BOTTOM OF BOX UNLESS NOTED OTHERWISE; NEMA 5-20R. "WP" SUBSCRIPT INDICATES INSTALLATION IN WEATHERPROOF AND DEVICE PLATE COMBINATION "TW" DENOTES FLOOR INSTALLATION WITH COUNTERTOP. 125V UNLESS NOTED OTHERWISE. "AC" DENOTES 6" ABOVE COUNTER.

GFCI — DUPLEX RECEPTACLE - GROUND FAULT CIRCUIT INTERRUPTER

DUPLEX RECEPTACLE; 125V; 20A; 3 POLE GND; MT 18" AFF TO BOTTOM OF BOX UNLESS NOTED OTHERWISE; NEMA 5-20R.

SURFACE MTD PANELBOARD

RECESSED MTD. PANELBOARD OR TELEPHONE TERMINAL CABINET AS INDICATED ON DRAWINGS

SINGLE LINE DIAGRAM

SOLID LINES ON THE SINGLE LINE DIAGRAM INDICATE NEW EQUIPMENT AND MATERIALS.

DASHED LINES ON THE SINGLE LINE DIAGRAM INDICATE EXISTING EQUIPMENT AND MATERIALS

FUSE.

TRANSFORMER.

TVSS — TRANSIENT VOLTAGE SURGE SUPPRESSOR.

PANELBOARD

EQUIPMENT AS NOTED.

COMBINATION MOTOR STARTER WITH H-O-A SELECTOR SWITCH.

MOTOR

G — GENERATOR

PM — PHASE MONITOR

A — AMP MONITOR

V — VOLT MONITOR

FEEDER OR BRANCH CIRCUIT AS NOTED.

FUSED DISCONNECT SWITCH, SIZE PER NEC.

NON-FUSED DISCONNECT SWITCH, SIZE PER NEC.

CIRCUIT BREAKER, THERMAL MAGNETIC TRIP AND PHASE AS SHOWN

GROUND

INSTRUMENTATION & CONTROLS

MOTOR STARTER

R — RICO FLOAT (INSTALL PER MFG. RECOMMENDATION). PROVIDE SS FLOAT BRACKET.

OL — OVERLOAD

FUSE

H O A — HAND-OFF-AUTO

PM — CLAPPED TIME METER

CONTACT-NORMALLY OPEN

CONTACT-NORMALLY CLOSED

INDICATOR LIGHT — G-GREEN, Y-YELLOW, R-RED

TERMINAL BLOCK

ABBREVIATIONS

A OR AMP	AMPERES
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
AIC	AMPERE INTERRUPTING CAPACITY
AM	AMMETER
AS	AMMETER SELECTOR SWITCH
ASYM	ASYMETRICAL
ATS	AUROMATIC TRANSFER SWITCH
C	CONDUIT
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CLF	CURRENT LIMITING FUSE
CNTL	CONTROL
CT	CURRENT TRANSFORMER
D	DEPTH
DS OR DISC.	DISCONNECT SWITCH
EF	EXHAUST FAN
EG	EQUIPMENT GROUND
EMCP	ENERGY MANAGEMENT CONTROL PANEL
EGC	EQUIPMENT GROUND CONDUCTOR
EMT	ELECTRICAL METALLIC TUBING
ESTOP	EMERGENCY STOP
EXN	EXISTING TO REMAIN
EX. EQUIP.	EXISTING
EXP	EXPLOSION PROOF
F	FUSE
FA	FIRE ALARM
FCR	FLOAT CONTROL RELAY
FLR	FLOOR
FACP	FIRE ALARM CONTROL PANEL
FMPX	FIRE ALARM MULTIPLEX PANEL
G OR GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
GF	GROUND FAULT
GFI	GROUND FAULT INTERRUPTING
H	HEIGHT
HP	HORSEPOWER
HVAC	HEATING, VENTILATION & AIR
IG	ISOLATED GROUND
IMC	INTERMEDIATE METAL CONDUIT
JB OR J	JUNCTION BOX
KVA	KILOVOLT - AMPS
KW	KILOWATTS
KWH	KILOWATT-HOUR
L	LENGTH
LA	LIGHTNING ARRESTOR
LFMC	LIQUIDTIGHT FLEXIBLE METAL CONDUIT
MCB OR MB	MAIN CIRCUIT BREAKER
MFR	MANUFACTURER
MH OR MTG	MOUNTING HEIGHT
MLO	MAIN LUGS ONLY
MT OR MTD	MOUNT OR MOUNTED
N	NEUTRAL
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NF	NON-FUSIBLE
NFPA	NATIONAL FIRE PROTECTION ASSOCIATES
NO	NORMALLY OPEN
NTS	NOT TO SCALE
P	POLE
PFC	POWER FACTOR CAPACITOR
PLC	PROGRAMMABLE LOGIC CONTROLLER
PMT	PAD MOUNT TRANSFORMER
PNL	PANEL
PVC	POLYVINYLCHLORIDE CONDUIT
RC	REMOTE CONTROL SWITCH
RECEPT	RECEPTACLE
RGC	RIGID GALVANIZED CONDUIT
RMS	ROOT MEAN SQUARE
SS	STAINLESS STEEL
SW	SWITCH
SWBD	SWITCHBOARD
SYM	SYMMETRICAL
TBB	TELEPHONE BACKBOARD
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
TYP	TYPICAL
UC	UNDERCOUNTER
UG	UNDERGROUND
UL	UNDERWRITER'S LABORATORIES
UNO	UNLESS NOTED OTHERWISE
V	VOLTS
VFD	VARIABLE FREQUENCY DRIVE
VM	VOLTMETER
VMS	VOLTMETER SELECTOR SWITCH
W	WATTS
W/	WITH
WHDM	WATT HOUR DEMAND METER
WM	WATTMETER
WP	WEATHER PROOF
XFMR	TRANSFORMER

GENERAL NOTES

1. ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH THE FOLLOWING CODES AND STANDARDS:
   A. NFPA 70, NATIONAL ELECTRICAL CODE.
   B. NFPA 101 LIFE SAFETY CODE.
2. ALL ELECTRICAL CIRCUITS SHALL INCLUDE A GREEN GROUNDING CONDUCTOR SIZED PER NEC.
3. CONDUIT AND DEVICE LOCATIONS ARE SHOWN DIAGRAMMATICALLY ONLY. CONTRACTOR SHALL FIELD LOCATE OR ROUTE AS REQUIRED.
4. ALL CONDUIT SHALL BE INSTALLED PARALLEL AND PERPENDICULAR TO BUILDING STRUCTURE.
5. ALL PANEL LEGENDS SHALL BE RETYPED TO REFLECT UP TO DATE CONDITIONS. ALL PANEL LEGENDS SHALL INDICATE THE PANEL'S FEEDER CKT. SOURCE PANEL (OR SUBSTATION) AND ITS LOCATION.
6. ELECTRICAL EQUIPMENT AND DEVICES SHALL BE PROVIDED WITH PHENOLIC NAMEPLATES.
7. CONTRACTOR SHALL MAINTAIN A SET OF PRINTS AND MARK-UP DURING CONSTRUCTION TO REFLECT "AS-BUILT" CONDITIONS. PRINTS SHALL BE DELIVERED TO THE ENGINEER UPON COMPLETION OF THE PROJECT AS A COMPLETE SET OF RECORD DRAWINGS. BID SHALL PROVIDE THE CONTRACTOR AN ELECTRONIC SET OF BID DOCUMENTS WHICH THE CONTRACTOR SHALL MODIFY IN CADD AND RETURN TO BID SHOWING THE AS-BUILT CONDITIONS.
8. THE CONTRACTOR SHALL PROVIDE PULL BOXES IN POWER CIRCUIT CONDUIT AS REQUIRED, SO AS TO LIMIT THE NUMBER OF BENDS TO A MAXIMUM OF 360 DEGREES OR FOUR 90 DEGREE TURNS.
9. PROVIDE CONDUIT EXPANSION FITTINGS AS CONDUIT CROSSES BUILDING EXPANSION JOINTS.
10. ALL EXTERIOR ELECTRICAL ENCLOSURES SHALL BE NEMA 4X, SS UNLESS OTHERWISE NOTED.
11. ALL SUPPORTING AND FASTENING DEVICES SHALL BE SS.
12. CONTRACTOR MAY COMBINE HOMERUNS TO ALL PANEL BOARDS PER NEC.
13. ALL RECEPTACLE BRANCH CIRCUITS OVER 75' IN LENGTH SHALL USE #10 AWG CONDUCTOR (FOR VOLTAGE DROP).
14. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER IN WRITING AT LEAST FIVE BUSINESS DAYS BEFORE ANY PLANNED POWER OUTAGES, AND THE CONTRACTOR SHALL NOT PERFORM A POWER OUTAGE WITHOUT RECEIVING APPROVAL FROM THE OWNER.
15. ALL BELOW GRADE CONDUITS SHALL BE SCH. 40 PVC BURIED 36" BELOW GRADE WITH MAGNETIC MARKER TAPE 6" ABOVE TOP OF CONDUIT.
16. CONTRACTOR SHALL PAY ALL FEES ASSESSED BY ELECTRICAL UTILITY CO.
17. CONTRACTOR SHALL PROVIDE 2 SPARE FUSES FOR EACH FUSE INSTALLED INCLUDING ALL EQUIPMENT AND CONTROLS.
18. CONTROL AND POWER CONDUITS SHALL BE SEPARATED BY 12" MIN. AND SHALL BE IN SEPARATE JUNCTION BOXES/BURIED RUNS.
19. CONTRACTOR SHALL MAINTAIN OPERATION OF THE ELECTRICAL SERVICE DURING THE TOLL FACILITY RENOVATIONS.
20. SURGE SUPPRESSION EQUIPMENT SHALL MEET OR EXCEED THE LATEST IEEE C62.41 AND ANSI/NFPA RECOMMENDATIONS TYPES DEVICES INCLUDING NEMA LS-1. CONTRACTOR SHALL PROVIDE TEST DATA FROM AND MODE/CODE FROM LABORATORY AS DIRECTED BY THE ENGINEER.
21. ALL EXTERIOR RECEPTACLES SHALL BE UL LISTED AND SUITABLE FOR USE IN WET LOCATIONS (I.E. WITH COVER OPEN IN CONTINUOUS USE OR WHEN IN USE IN WET OR DAMP LOCATIONS).
22. SINCE THIS FACILITY OPERATES 24 HOURS A DAY, THE CONTRACTOR MAY BE REQUIRED TO SCHEDULE WORK DURING THE EVENING AND NIGHT HOURS TO PERFORM THE NECESSARY WORK DURING HOURS OF LOW TRAFFIC VOLUME.

    THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL STRUCTURES, EQUIPMENT, BARRIERS, AND SIGNAGE NECESSARY TO PROTECT THE SAFETY OF ALL EMPLOYEES AND PATRONS OF THE BOB SIKES TOLL FACILITY DURING THE CONSTRUCTION PERIOD.

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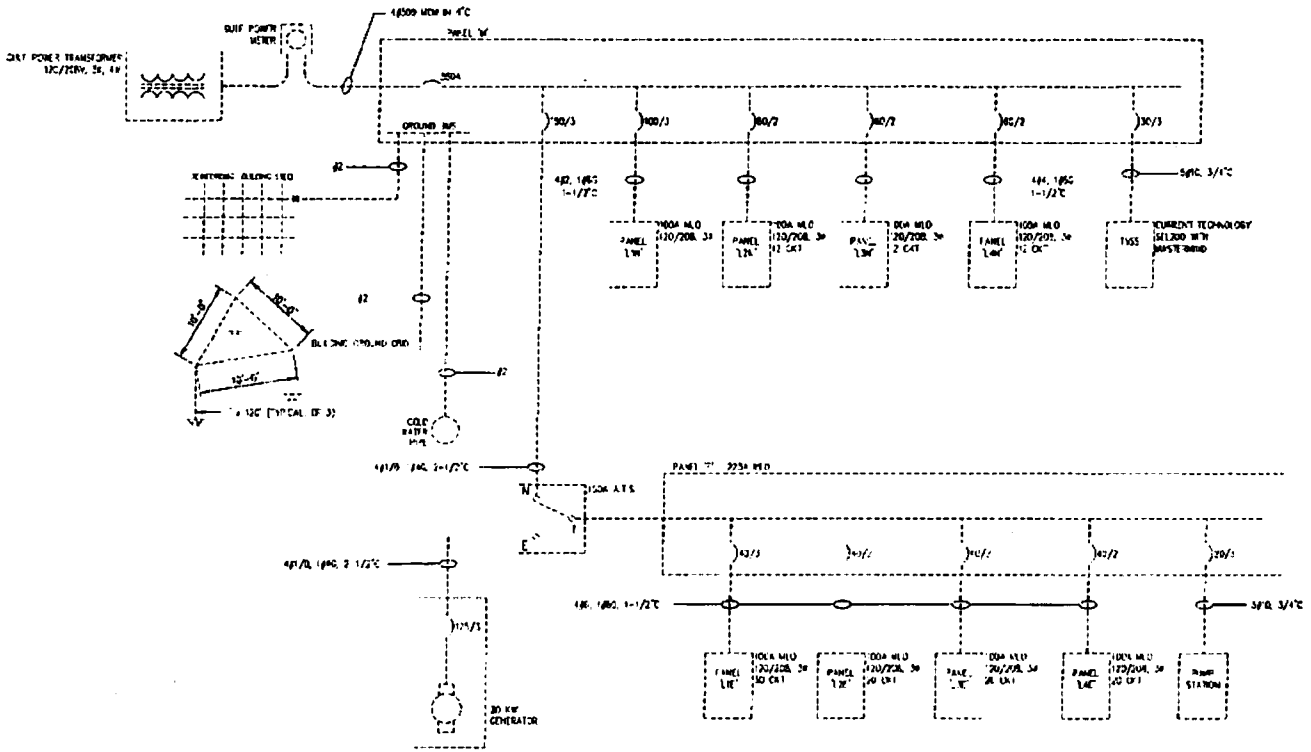
PENSACOLA BEACH
TOLL BOOTH
STORM REPAIRS

No.	Date	Approved By	Revision Description

LEGEND, ABBREVIATIONS AND NOTES

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: MSE
Checked By: GPR
Approved By:

Dwg. No: E-001



EXISTING SINGLE LINE DIAGRAM
NO SCALE

GENERAL NOTES:

1. ALL ELECTRICAL PANELS SHOWN ON THIS SHEET SHALL BE REMOVED.
2. ALL ELECTRICAL CONDUCTORS SHOWN ON THIS SHEET SHALL BE REMOVED.
3. ALL ELECTRICAL CONDUITS NOT REQUIRED FOR THE PROPOSED ELECTRICAL SYSTEM SHALL BE REMOVED.

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BASSERVILLE-DONOVAN, INC.

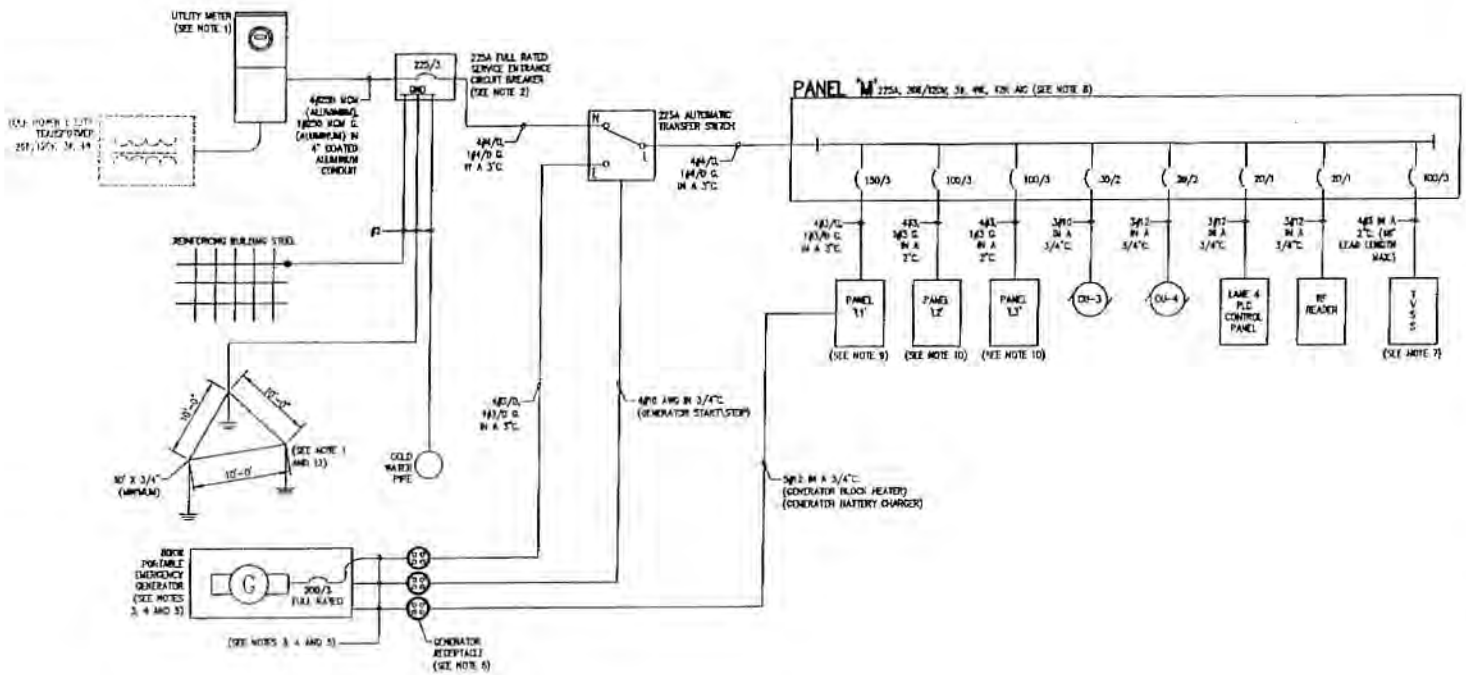
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: EXISTING SINGLE LINE DIAGRAM

Scale: AS NOTED
Date: OCTOBER 13, 2000
Drawn By: KDE
Checked By: GPR
Approved By:

Dwg. No. E-005



PROPOSED SINGLE LINE DIAGRAM
NO SCALE

GENERAL NOTES:

1. THE CONTRACTOR SHALL INSTALL A NEW ELECTRICAL SERVICE FOR THE TOLL FACILITY. THE EXISTING SERVICE SHALL BE DISCONNECTED AT THE COMPLETION OF THE RENOVATIONS. THE NEW UTILITY METER SHALL BE INSTALLED ON AN ALUMINUM BASE NEAR THE UTILITY TRANSFORMER IN ACCORDANCE WITH ALL UTILITY COMPANY REGULATIONS.
2. THE 200A SERVICE ENTRANCE CIRCUIT BREAKER SHALL BE INSTALLED IN THE ELECTRICAL ROOM ON THE SECOND FLOOR OF THE LANE 8 TOLL BOOTH. THE CONTRACTOR SHALL PROVIDE THE CIRCUIT BREAKER WITH SHUNT TRIP OPTION. THE CONTRACTOR SHALL PROVIDE AN EMERGENCY DISCONNECT PUSHBUTTON OUTSIDE THE LANE 4 TOLLBOOTH.
3. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3Ø FEEDER CABLE (SIZED PER THE NEC FOR GENERATOR RATING) WITH A PLUG TO MATCH THE GENERATOR RECEPTACLE MOUNTED TO THE TOLL FACILITY BUILDING FOR EMERGENCY POWER.
4. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 30' CABLE WITH A PLUG TO MATCH THE GENERATOR RECEPTACLE FOR THE GENERATOR START/STOP SIGNAL. EACH CABLE SHALL BE PROPERLY LABELED.
5. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 30' CABLE WITH A PLUG TO MATCH THE GENERATOR RECEPTACLE MOUNTED ON THE TOLL FACILITY BUILDING FOR THE GENERATOR BLOCK HEATER AND BATTERY CHARGER. EACH CABLE SHALL BE PROPERLY LABELED.
6. THE GENERATOR RECEPTACLES SHALL BE MANUFACTURED FOR HARSH ENVIRONMENT APPLICATIONS AND SHALL BE MOUNTED TO THE TOLL FACILITY BUILDING. THE CONTRACTOR SHALL SELECT RECEPTACLES WITH DIFFERENT KEYING/PIN PATTERNS TO PREVENT CROSS CONNECTION OF CABLES. GENERATOR RECEPTACLES TO BE MOUNTED ON THE LANE 1 BRIDGE. SEE SHEET E-111 FOR ADDITIONAL DETAILS.
7. TVSS DEVICE SHALL BE A CURRENT TECHNOLOGY TSHD OR ENGINEER APPROVED EQUAL.
8. SEE PANEL SCHEDULE FOR COMPLETE LISTING OF LOADS FOR PANEL 'M'.
9. SEE SHEET E-200 FOR MOUNTING LOCATION AND MOUNTING DETAILS OF NEW PANEL.
10. PANEL SHALL BE NEMA 4X SS MOUNTED ON PARAPET WALL ON THE ROOF OF THE RESPECTIVE TOLL BOOTH.
11. THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION PHASING PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO THE COMMENCEMENT OF ELECTRICAL WORK.
12. THE CONTRACTOR SHALL BE REQUIRED TO INSTALL THE GROUNDING SYSTEM TO ACHIEVE A MINIMUM RESISTANCE TO GROUND OF 5 OHMS. THE CONTRACTOR MAY BE REQUIRED TO INSTALL ADDITIONAL GROUND RODS TO ACHIEVE THE DESIRED RESISTANCE TO GROUND.

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MARKSVILLE-CONOVER, INC.

PENSACOLA BEACH
TOLL BOOTH
STORM REPAIRS

No.	Date	Revision Description	Approved By

Title: PROPOSED SINGLE LINE DIAGRAM

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: MDE
Checked By: CPM
Approved By:

Dwg. No.: E-006

PANEL: M (PROPOSED)

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 225A MLO

LOCATION: ROOM # — MOUNTING: SURFACE

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	150	3	PANEL 'L1'	16480	17080			600	CANOPY LIGHTS	1	20	2
3	–	–		13155		13485		300	SIGN LIGHTS	1	20	4
5	–	–		15335			17680	1925	CU-3	2	30	6
7	100	3	PANEL 'L2'	4970	6095			1925		–	–	8
9	–	–		2121		3211		1090	CU-4	2	20	10
11	–	–		2735			3525	1080		–	–	12
13	100	3	PANEL 'L3'	4170	4682			512	LANE 4 LTS 1ST FLOOR	1	20	14
15	–	–		2121		2377		256	LANE 4 LTS 2ND FLOOR	1	20	16
17	–	–		2735			3535	900	LANE 4 REC 2ND FLOOR	1	20	18
19	20	1	LANE 4 REC 2ND FLOOR	720	1440			720	LANE 4 REC 1ST FLOOR	1	20	20
21	20	1	LANE 4 REC 1ST FLOOR	900		1300		400	RF READER LANE 4	1	20	22
23	20	1	RH-1	375			2375	2000	LANE 4 PLC CP	1	20	24
25	–	–		375	1375			1000	TRAFFIC BARRIER	1	20	26
27	20	1	RH-2	375		375		0	SPARE	1	30	28
29	–	–		375			375	0	SPARE	1	30	30
31	20	1	SPARE	0	0			0	SPARE	1	20	32
33	20	1	SPARE	0		0		0	SPARE	1	20	34
35	20	1	SPARE	0			0	0	SPARE	1	20	36
37	20	1	SPARE	0	5			5	HVAC	3	100	38
39	20	1	SPARE	0		5		5		–	–	40
41	20	1	SPARE	0			5	5		–	–	42
TOTAL LOAD(VA)/PHASE THIS PANEL:					30677	20723	27875					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 79275 — TOTAL CONNECTED LOAD (AMPS): 220
TOTAL DEMAND LOAD (VA) THIS PANEL: 65768 — TOTAL DEMAND LOADS (AMPS): 183

NOTES:
1. MINIMUM A.I.C. SHALL BE 22K SERIES RATED.

PANEL: L1

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 200A MLO

LOCATION: MAIN ELECTRICAL ROOM — MOUNTING: SURFACE

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	3	SERVICE EXIT STATION	700	900			200	OUTSIDE LIGHTS	1	20	2
3	–			700		750		50	EXHAUST FAN	1	20	4
5	–			700			1300	300	LANE 1 LIGHTS	1	20	6
7	20	1	STORAGE RM. LIGHTS	200	920			720	LANE 1 LIGHTS	1	20	8
9	20	1	EXIT LIGHTS	200		1202		3002	HP-1	3	80	10
11	30	3	AHU-1	5398			8400	3002			–	12
13	–			5398	8400			3002			–	14
15	–			5398		5758		360	OUTSIDE REC. N	1	20	16
17	20	1	UTILITY RM. REC.	720			1240	520	BATHROOM REC.	1	20	18
19	20	1	MONEY RM. REC.	720	920			200	MICROWAVE REC.	1	20	20
21	20	1	MONEY RM. REC.	720		1440		720	TRAINING RM. REC. W	1	20	22
23	40	1	INST. WATER HEATER	3500			3700	200	REFRIGERATOR REC.	1	20	24
25	20	1	TRAINING RM. REC. E	900	1920			720	CONTROL RM. REC. W	1	20	26
27	20	1	CONTROL RM. REC. W	720		885		675	RH-3	2	20	28
29	20	1	CONTROL RM. REC. S	570			885	675		–	–	30
31	20	1	LANE 1 PLC CP	2000	3080			1000	TRAFFIC BARRIER	1	20	32
33	20	1	SECURITY ALARM PANEL	350		710		360	GEN BATTERY CHARGER	1	20	34
35	50	2	SPARE	0			400	400	GEN BLOCK HEATER	1	20	36
37	–			0	720			720	STORAGE REC.	1	20	38
39	30	2	SPARE	0		400		400	RF READER	1	20	40
41	–			0			0	0	SPARE	1	20	42
TOTAL LOAD(VA)/PHASE THIS PANEL:					15450	13155	15735					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 45370 — TOTAL CONNECTED LOAD (AMPS): 128
TOTAL DEMAND LOAD (VA) THIS PANEL: 36364 — TOTAL DEMAND LOADS (AMPS): 101

NOTES:
1. MINIMUM A.I.C. SHALL BE 22K SERIES RATED.
2. PANEL TO BE MOUNTED 80" A/F.

PANEL: L3

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 100A MLO

LOCATION: MAIN ELECTRICAL ROOM — MOUNTING: SURFACE

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	2	DSS-1	1080	1630			540	LANE 3 REC	1	20	2
3	–	–		1090		1490		400	RF READER	1	20	4
5	20	1	LANE 3 PLC CP	2000			2350	360	ROOF REC.	1	20	6
7	20	1	TRAFFIC BARRIER	1000	1340			540	LANE 3 REC	1	20	8
9	20	2	RH-3	375		631		256	BOOTH LIGHTS	1	20	10
11	–	–		375			375	0	SPARE	1	20	12
13	20	1	USER FARE DISPLAY	1000	1000			0	SPARE	1	20	14
15	20	1	SPARE	0		0		0	SPARE	1	20	16
17	20	1	SPARE	0			0	0	SPARE	1	20	18
19	20	1	SPARE	0	0			0	SPARE	1	20	20
21	20	1	SPARE	0		0		0	SPARE	1	20	22
23	20	1	SPARE	0			0	0	SPARE	1	20	24
TOTAL LOAD(VA)/PHASE THIS PANEL:					4170	2121	2735					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 9026 — TOTAL CONNECTED LOAD (AMPS): 25
TOTAL DEMAND LOAD (VA) THIS PANEL: 8008.3 — TOTAL DEMAND LOADS (AMPS): 22

NOTES:
1. MINIMUM A.I.C. SHALL BE 22K SERIES RATED.
2. PANEL TO BE MOUNTED 80" ABOVE THE FINISHED FLOOR

PANEL: L2

3 PH 4 WIRE VOLTAGE L-L: 208 L-N: 120 MAIN: 100A MLO

LOCATION: MAIN ELECTRICAL ROOM — MOUNTING: SURFACE

CKT#	BKR.	POLE	DESCRIPTION	VOLT-AMP	PHASE A	PHASE B	PHASE C	VOLT-AMP	DESCRIPTION	POLE	BKR.	CKT#
1	20	2	DSS-2	1080	1630			540	LANE 2 REC	1	20	2
3	–	–		1090		1490		400	RF READER	1	20	4
5	20	1	LANE 2 PLC CP	2000			2350	360	ROOF REC.	1	20	6
7	20	1	TRAFFIC BARRIER	1000	1340			540	LANE 2 REC	1	20	8
9	20	2	RH-4	375		631		256	BOOTH LIGHTS	1	20	10
11	–	–		375			375	0	SPARE	1	20	12
13	20	1	USER FARE DISPLAY	1000	1000			0	SPARE	1	20	14
15	20	1	SPARE	0		0		0	SPARE	1	20	16
17	20	1	SPARE	0			0	0	SPARE	1	20	18
19	20	1	SPARE	0	0			0	SPARE	1	20	20
21	20	1	SPARE	0		0		0	SPARE	1	20	22
23	20	1	SPARE	0			0	0	SPARE	1	20	24
TOTAL LOAD(VA)/PHASE THIS PANEL:					4170	2121	2735					

TOTAL CONNECTED LOAD(VA) THIS PANEL: 9026 — TOTAL CONNECTED LOAD (AMPS): 25
TOTAL DEMAND LOAD (VA) THIS PANEL: 8008.3 — TOTAL DEMAND LOADS (AMPS): 22

NOTES:
1. MINIMUM A.I.C. SHALL BE 22K SERIES RATED.
2. PANEL TO BE MOUNTED 80" ABOVE THE FINISHED FLOOR

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BARRYKNOX LEE DONOVAN, INC.

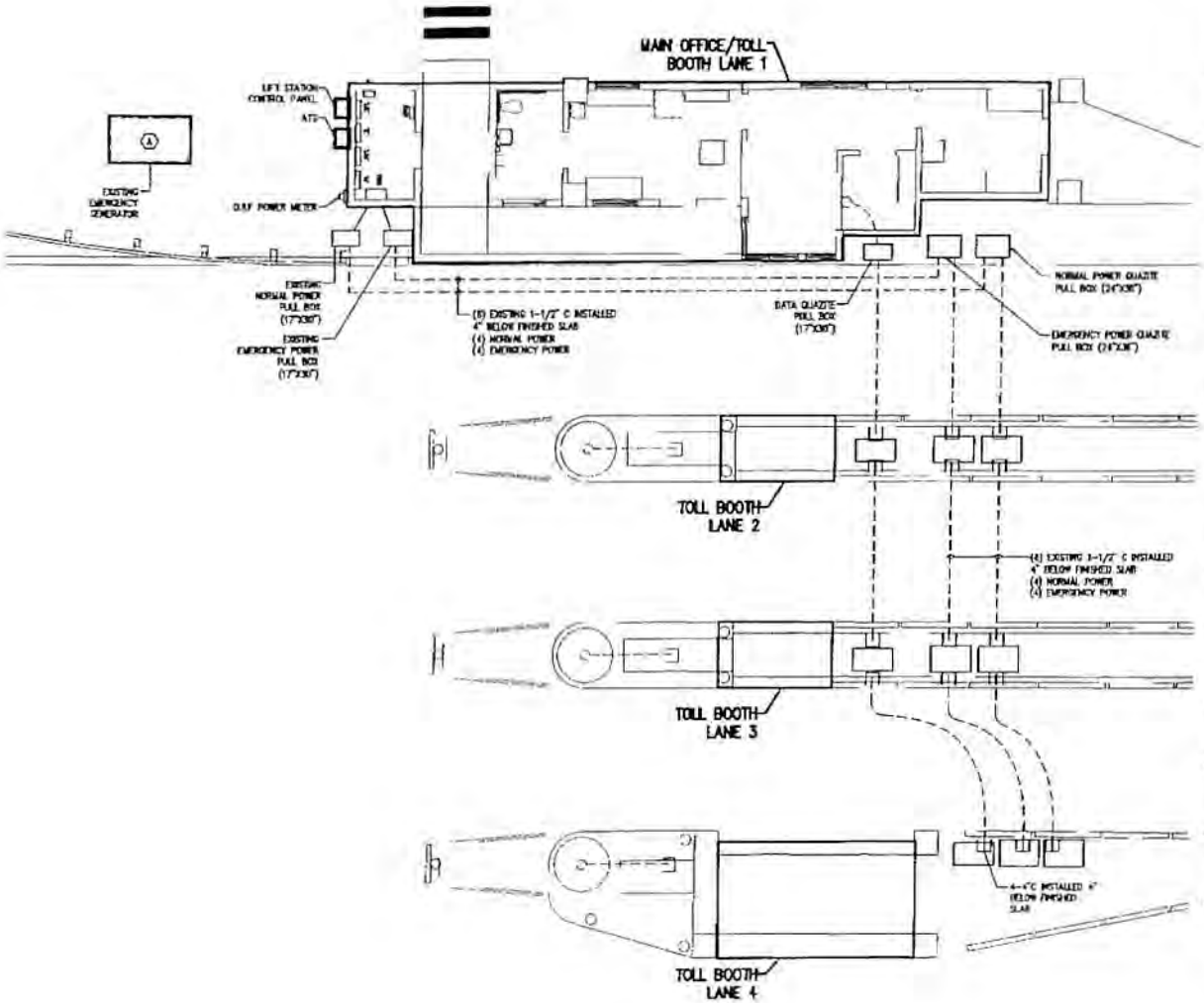
PENSACOLA BEACH
TOLL BOOTH
STORM REPAIRS

No.	Revision Description	Date	Approved By:

Title:
PROPOSED
PANEL SCHEDULES

Scale: AS NOTED
Date: OCTOBER 12, 2005
Drawn By: MDE
Checked By: DPR
Approved By:

Dwg. No:
E-020



ELECTRICAL DEMOLITION OVERVIEW
NO SCALE

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A CONSTRUCTION PHASING PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF ELECTRICAL DEMOLITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL "SCRAP" MATERIAL AND EQUIPMENT FROM THE SITE.
3. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO INDICATE WHICH ITEMS ARE DEEMED "SCRAP" AND WHICH ITEMS SHALL BE "SALVAGED". ALL ITEMS THAT ARE DEEMED "SALVAGABLE" SHALL BE STORED OR TRANSPORTED TO A LOCATION SPECIFIED BY THE OWNER.
4. THE HIGHLIGHTED STRUCTURES INDICATE DEMOLITION/RENOVATION AREAS ASSOCIATED WITH THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEMOLITION/RENOVATION TASKS ASSOCIATED WITH THE INTERCONNECTING ELECTRICAL AND CONTROL CONDUITS AND CONDUCTORS BETWEEN EACH OF THE BOOTHS/BUILDINGS.
5. THE EXISTING AUTOMATIC TRANSFER SWITCH SHALL BE DISCONNECTED AND REMOVED FROM THE BUILDING.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING AND PAINTING ALL AREAS EFFECTED BY DEMOLITION TO MATCH ADJACENT AREAS.
7. UPON COMPLETION OF THE RENOVATIONS ALL ELECTRICAL LOADS SHALL BE FED FROM THE LANE 4 ELECTRICAL DISTRIBUTION SYSTEM AND ASSOCIATED PANELS. AFTER EACH OF THE LOADS IN EACH OF THE PANELS HAS BEEN RE-FED THE EXISTING PANEL SHALL BE REMOVED.
8. THE MAIN OFFICE/TOLL BOOTH LANE 1 DEMOLITION SHALL BE PERFORMED BY THE CONTRACTOR AS REQUIRED FOR THE RENOVATION WORK AS OUTLINED IN THE PROJECT PLANS AND SPECIFICATIONS.
9. THE TOLL BOOTH LANE 2 ELECTRICAL CONDUCTORS SHALL BE DISCONNECTED AND REMOVED BACK TO THE PANEL SERVING THE LOAD AND THE TOLLBOOTH SHALL BE REMOVED FROM THE SITE.
10. THE TOLL BOOTH LANE 3 ELECTRICAL CONDUCTORS SHALL BE DISCONNECTED AND REMOVED BACK TO THE PANEL SERVING THE LOAD AND THE TOLLBOOTH SHALL BE REMOVED FROM THE SITE.
11. THE TOLL BOOTH LANE 4 ELECTRICAL CONDUCTORS SHALL BE DISCONNECTED AND REMOVED BACK TO THE PANEL SERVING THE LOAD AND THE TOLLBOOTH SHALL BE REMOVED FROM THE SITE.
12. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE A BACKUP SOURCE OF POWER TO THE OPERATING TOLL LANES DURING ELECTRICAL DEMOLITION OR ELECTRICAL UTILITY WORK.
13. THE CONTRACTOR SHALL COORDINATE ALL UTILITY WORK WITH GULF POWER COMPANY.

KEY NOTES:

(A) EXISTING EMERGENCY GENERATOR TO BE DISCONNECTED AND REMOVED FROM THE SITE. THE CONTRACTOR SHALL DISPOSE OF THE GENERATOR AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL FLUIDS AND FUEL CONTAINED IN THE GENERATOR.

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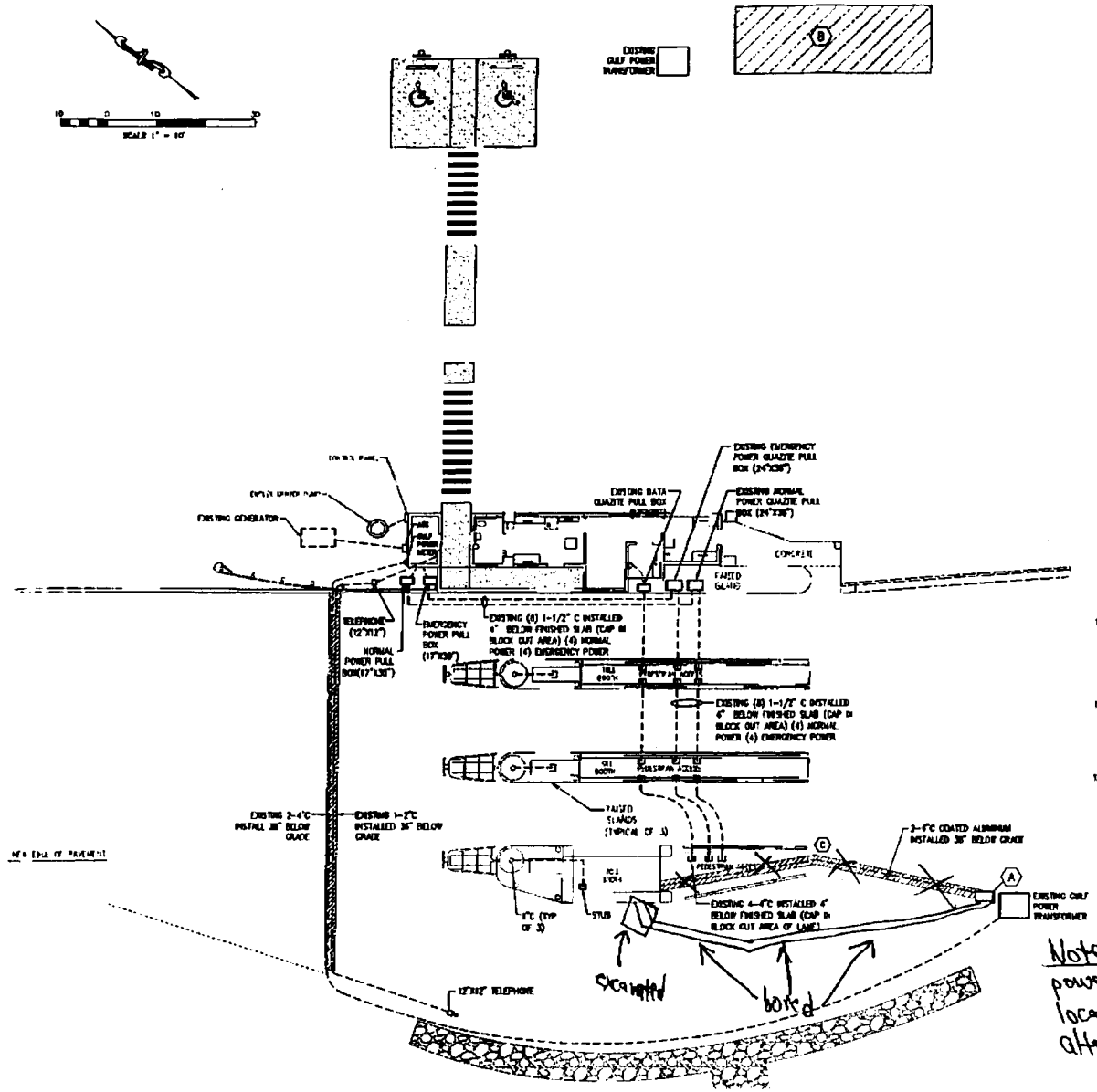
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: ELECTRICAL DEMOLITION OVERVIEW

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: GRR
Approved By:

Dwg. No: E-100



ELECTRICAL EQUIPMENT DEMOLITION

GENERAL NOTES:

1. THE CONTRACTOR SHALL REMOVE POWER FROM ANY ELECTRICAL DEVICES AND LOCK THE PANEL FEEDING THE DEVICES, SIGN THAT THE ELECTRICAL DEVICES CAN NOT BE INADVERTANTLY ENERGIZED DURING DEMOLITION.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER OF ALL PROPOSED CONSTRUCTION STAGING AREAS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, SIGNALS, SIGNAGE, CONES, AND BARRIERS REQUIRED BY FDOT TO PERFORM WORK IN A ROADWAY.
4. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE OWNER AT LEAST 48 HOURS PRIOR TO A NONSCHEDULED LANE CLOSURE. THE CONTRACTOR SHALL NOT COMMENCE WITH THE LANE CLOSURE UNTIL HE RECEIVES APPROVAL FROM THE OWNER.
5. SINCE THIS FACILITY OPERATES 24 HOURS A DAY, THE CONTRACTOR MAY BE REQUIRED TO SCHEDULE WORK DURING THE EVENING AND NIGHT HOURS TO PERFORM THE NECESSARY DEMOLITION WORK DURING HOURS OF LOW TRAFFIC VOLUME.
6. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL STRUCTURES, EQUIPMENT, BARRICADES, AND SIGNAGE NECESSARY TO PROTECT THE SAFETY OF ALL EMPLOYEES AND PATRONS OF THE BOB SIKES TOLL FACILITY DURING THE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL BE REQUIRED TO SUPPLY A WARRIAN OF ONE (1) OPERATING RESTROOM FACILITY STRICTLY FOR THE BOB SIKES TOLL FACILITY STAFF, DURING ALL PHASES OF CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF THE REMOVED EQUIPMENT AS DIRECTED BY THE OWNER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF ALL THE EQUIPMENT AND ITEMS THAT ARE REMOVED FROM THE TOLL BOOTHS THAT HAVE BEEN DECIDED "SALVAGABLE" BY THE OWNER. THE CONTRACTOR SHALL PROVIDE AN ON-SITE STORAGE UNIT TO HOUSE THE SALVAGED EQUIPMENT. THE CONTRACTOR SHALL PROVIDE ADDITIONAL STORAGE UNITS AS REQUIRED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND THE DISPOSAL OF ALL THE EQUIPMENT AND ITEMS THAT HAVE BEEN DECLARED "SCRAP" BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OWNER TO IDENTIFY WHICH ITEMS HAVE BEEN DECLARED SCRAP.
11. DURING THE CONSTRUCTION PERIOD THE CONTRACTOR SHALL COORDINATE WITH THE OWNER CONCERNING TEMPORARY LANE CLOSURES AND SHALL ALLOW THE TOLL FACILITY STAFF TO INSTRUCT THEM ON THE PROPER LANE CLOSURE PROCEDURES.
12. THE CONTRACTOR SHALL INSTALL 2-4" COATED ALUMINUM CONDUITS AND ALUMINUM FEEDERS FROM THE UTILITY TRANSFORMER TO THE ELECTRICAL SERVICE POINT IN THE LANE 4 TOLLBOOTH.

KEY NOTES:

(A) NEW UTILITY METER FOR NEW SERVICE. UTILITY METER TO BE MOUNTED ON ALUMINUM RACK ADJACENT TO UTILITY TRANSFORMER.

(B) PROPOSED EQUIPMENT ON-SITE OFFICE TRAILER LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING UTILITY SERVICES TO THE TRAILER.

(C) THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAW CUTTING AND REMOVAL OF ASPHALT AND CONCRETE IN THE AREA DESIGNATED FOR THE PROPOSED CONDUIT DUCT BANK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING THE ROADWAY TO EXISTING CONDITIONS FOLLOWING THE INSTALLATION OF THE CONDUIT DUCT BANK.

Note-the laterals for the new power were bored & the location was slightly altered

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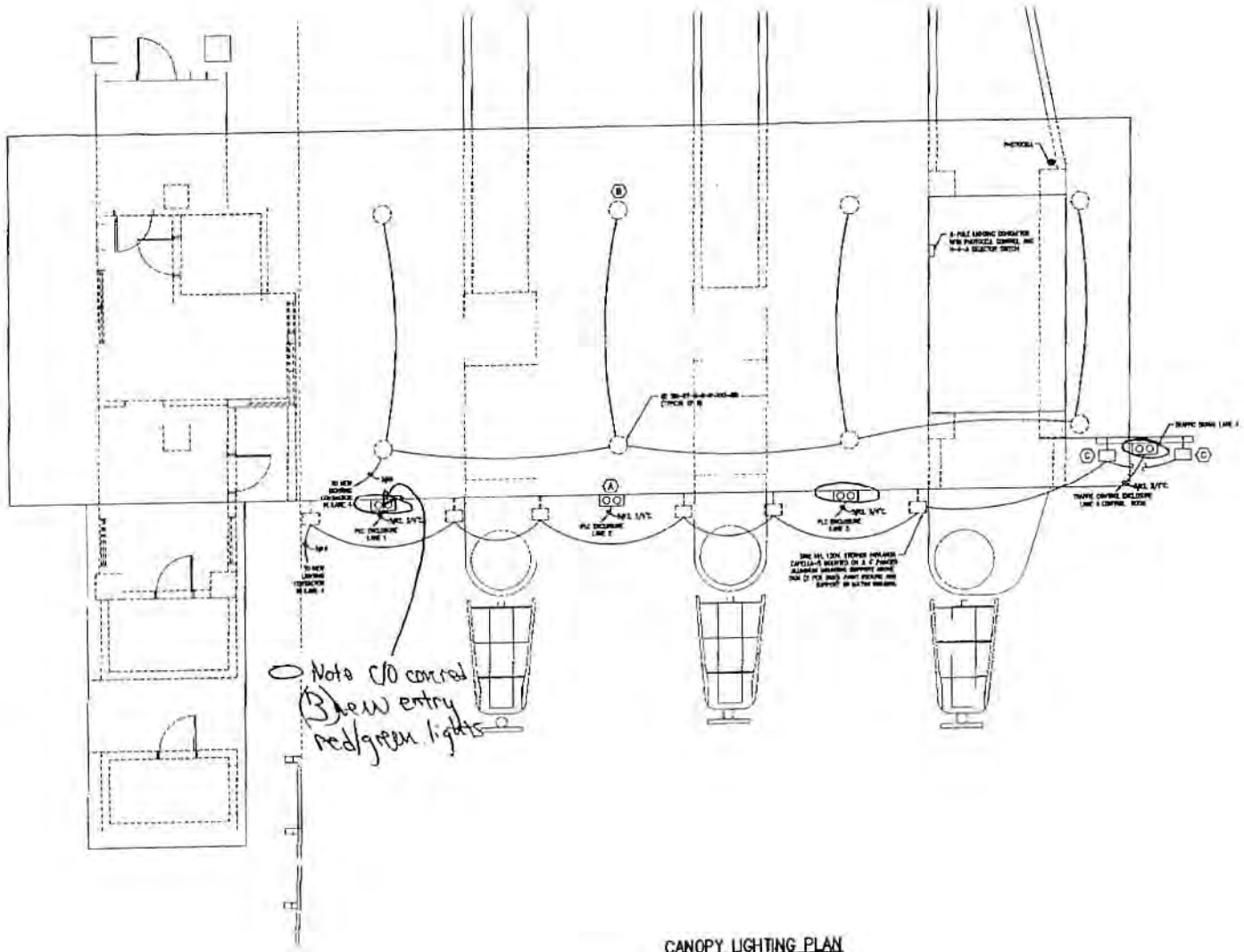
PENSACOLA BEACH
TOLL BOOTH
STORM REPAIRS

No.	Date	Approved By	Revision Description

ELECTRICAL SITE PLAN

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By:
Checked By: S.M.
Approved By:

Dwg. No.
E-101



CANOPY LIGHTING PLAN
SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL DAMAGED FIXTURES. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSPECT ALL FIXTURES PRIOR TO BID TO DETERMINE WHICH FIXTURES ARE REQUIRED TO BE REPLACED.
2. THE CONTRACTOR SHALL REPLACE ALL LAMPS AND CLEAN ALL LENSES AND FIXTURES.
3. ALL REPLACEMENT FIXTURES SHALL BE ENGINEER APPROVED EQUIVALENT FIXTURES, AND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
4. THE CONTRACTOR SHALL BE REQUIRED TO TOUCH UP PAINT OR LIGHTS AND FIXTURES AS REQUIRED. PAINT TO BE SELECTED PER MANUFACTURERS RECOMMENDATION WITH COLOR TO MATCH EXISTING.

KEY NOTES:

(A) RED AND GREEN OVERHEAD TRAFFIC SIGNAL LOST DURING THE STORM. THE CONTRACTOR SHALL REPLACE THE OVERHEAD TRAFFIC SIGNAL TO MATCH THE EXISTING SIGNAL.

(B) DAMAGED CANOPY LIGHT TO BE REPLACED. THE CONTRACTOR SHALL REPLACE THE FIXTURE TO MATCH EXISTING.

(C) DAMAGED SIGN LIGHT TO BE REPLACED. THE CONTRACTOR SHALL REPLACE THE FIXTURE TO MATCH THE EXISTING MODEL.

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BAKERVILLE-DONOVAN, INC.

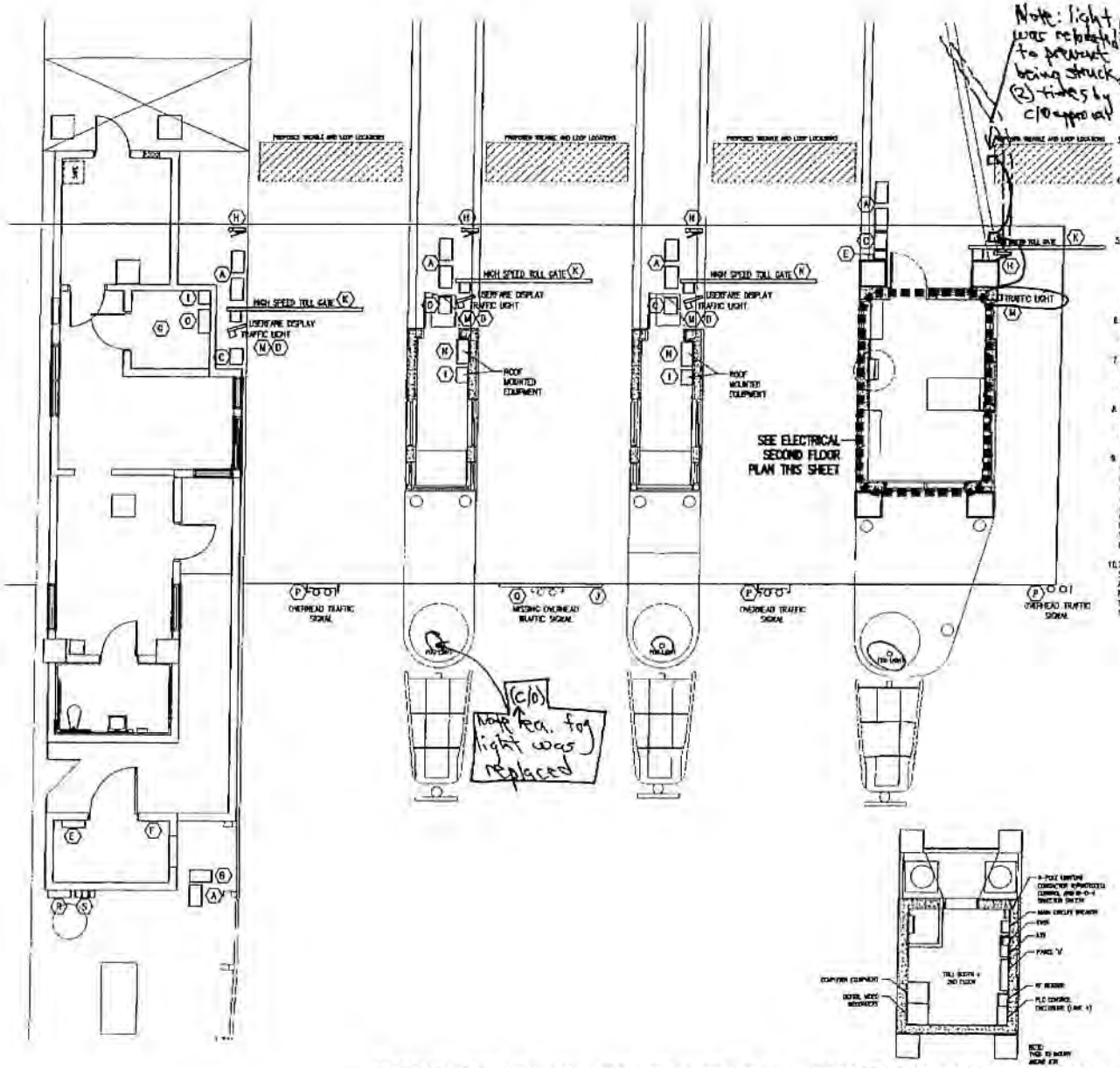
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: CANOPY LIGHTING PLAN

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: GPR
Approved By:

Dwg. No.: E-110



PROPOSED ELECTRICAL EQUIPMENT INSTALLATION PLAN

PROPOSED ELECTRICAL SECOND FLOOR PLAN

GENERAL NOTES:

1. THE CONTRACTOR SHALL PROVIDE A TRAFFIC LOOP IN EACH LANE TO CLOSE THE GATE ARM WHEN THE VEHICLE EXITS THE LANE.
2. THE CONTRACTOR SHALL PROVIDE AND INSTALL A VEHICLE CLASSIFICATIONS SYSTEM IN EACH TOLL LANE THAT CONSISTS OF THE FOLLOWING, OR ENGINEER APPROVED EQUAL CLASSIFICATION SYSTEM:
3. TWO (2) TRAFFIC INDUCTION LOOPS WITH LOOP DETECTORS TO PROVIDE RELAY CONTACT CLOSURES UPON LOOP ACTIVATION.
4. ONE (1) MEASUREMENT SPECIALTIES SENSOR LINE FIBER OPTIC TRAFFIC SENSOR AND ONE (1) SL WA-110 OPTICAL TRANSMITTANCE ANALYZER TO CONVERT THE OPTICAL SIGNAL TO A DIGITAL OUTPUT.
5. THE CONTRACTOR SHALL PROVIDE A NEMA 4X STAINLESS STEEL ENCLOSURE FOR THE FIBER OPTICAL BREAKBEAM CONVERTER THAT CONTAINS ALL NECESSARY POWER SUPPLIES, WHOOPSIGNS RELAYS, ETC. REQUIRED TO PROVIDE A FORM 'C' RELAY CONTACT CLOSURE UPON EACH AXLE HIT.
6. ALL ELECTRONIC PANELS INSTALLED IN THE TOLL BOOTHS SHALL BE INSTALLED AT A MINIMUM OF 60 INCHES A.F.F.
7. THE CONTRACTOR SHALL REMOVE THE ELECTRICAL MECHANICAL POWER, EMERGENCY POWER, AND DATA DUCT BANKS ARE RETAINED FOR CONDUIT ENTRY IN TO THE NEW TOLL BOOTHS.
8. THE CONTRACTOR SHALL PROVIDE A STAINLESS STEEL MOUNTING POLE FOR THE MOUNTING OF THE USER FARE DISPLAY AND THE LANE TRAFFIC LIGHT.
9. EXACT PLACEMENT OF THE RF ANTENNA SHALL BE DETERMINED BY THE RF MANUFACTURER'S FIELD REPRESENTATIVE. THE PROPOSED CONFIGURATION SHALL BE TESTED AS CLOSELY AS POSSIBLE WITH A TEST RF READER AND ANTENNA TO DETERMINE THE OPTIMUM CONFIGURATION. THE CONTRACTOR SHALL RECORD ALL TEST RESULTS AND PROVIDE THE TEST RESULTS TO THE ENGINEER PRIOR TO INSTALLATION OF THE RF EQUIPMENT.
10. THE CONTRACTOR SHALL PROVIDE A STAINLESS STEEL MOUNTING POLE FOR THE RF ANTENNAS AS REQUIRED FOR MOUNTING. THE MOUNTING POLE HEIGHT SHALL BE DETERMINED BY FIELD TESTING OF THE RF ANTENNA WITH A TEMPORARY POLE IN EACH LANE.

KEY NOTES:

(A) SPARE CONDUIT PULL BOX

(B) NOT USED

(C) DATA PULL BOX. CONTRACTOR MAY BE REQUIRED TO MOVE OR RAISE ELEVATION OF THE PULL BOX TO ACCOMMODATE FOR THE NEW RAMP ELEVATION.

(D) USER FARE DISPLAY. THE CONTRACTOR MAY REUSE THE EXISTING MOUNTING POLE BUT SHALL RE-ANCHOR THE POLE. THE FARE DISPLAY SHALL INTERFACE THE AURAL MESSAGE SIGNAL FROM THE PLC ENCLOSURE IN THE ASSOCIATED LANE. THE FARE DISPLAY SHALL BE AN ADMITTIVE DISPLAY 2000 SERIES WITH WEATHER AND CORROSION RESISTANT ENCLOSURE/SIGN DIMENSIONS TO MATCH EXISTING.

(E) EMERGENCY DISCONNECT PUSHBUTTON. PUSHBUTTON SHALL SHUNT TRIP THE MAIN BREAKER IN THE LANE. A SECOND FLOOR EQUIPMENT MEZZANINE UPON ACTIVATION. PUSHBUTTON TO BE MOUNTED A MINIMUM OF 60" ABOVE EXISTING GRADE.

(F) TELEPHONE BACKBOARD TO BE RELOCATED TO THE CONTROL ROOM IN LANE 1. THE PANEL SHALL BE MOUNTED A MINIMUM OF 60" A.F.F.

(G) LANE 1 CONTROL ROOM.

(H) PROPOSED RF ANTENNA LOCATION.

(I) RF READER (SMART FLEX PROXIMITY READER). THE RF READERS SHALL BE CONNECTED TO RF ANTENNAS MOUNTED IN EACH OF THE LANES. THE ANTENNA MOUNTING LOCATION SHALL BE DETERMINED BY A SIRIT AUTHORIZED CONTRACTOR PERFORMING THE INSTALLATION. THE FINAL LOCATION SHALL PROVIDE THE OPTIMAL READ ZONE FOR THE INSTALLATION, BUT SHALL NOT INTERFERE WITH TRAFFIC THROUGH THE LANE.

(J) EXISTING OVERHEAD TRI-FOLD DISPLAY. THE TRI-FOLD SIGN SHALL BE POWERED FROM PANEL 'M' AND THE CONTROL SWITCHES SHALL BE MOUNTED IN LANE 1. THE CONTRACTOR SHALL REPLACE TO MATCH EXISTING SIGN.

(K) HIGH SPEED TOLL GATE. EACH HIGH SPEED TOLL GATE SHALL BE INSTALLED DURING THE ASSOCIATED CONSTRUCTION PHASE FOR EACH TOLL LANE. THE GATE SHALL RECEIVE THE GATE OPEN SIGNAL FROM THE PLC ENCLOSURE FOR THE ASSOCIATED LANE. THE CONTRACTOR SHALL INSTALL A VEHICLE DETECTION LOOP IN THE LANE WHICH CONNECTS TO THE GATE TO ALLOW THE GATE TO CLOSE WHEN THE VEHICLE PASSES THROUGH THE LANE. THE CONTRACTOR SHALL INSTALL NEW MAGNETIC HIGH SPEED TOLL GATES TO MATCH THE EXISTING GATES.

(L) NOT USED.

(M) TRAFFIC CONTROL LIGHTS. THE TRAFFIC CONTROL LIGHTS SHALL RECEIVE THE CONTROL SIGNALS (120V) FROM THE PLC ENCLOSURE FOR THE ASSOCIATED LANE.

(M) PLC LANE CONTROL PANEL. THE CONTRACTOR SHALL MOUNT THE PLC CONTROL ENCLOSURE ON THE ROOF OF THE TOLLBOOTH. THE CONTRACTOR SHALL MOUNT THE PANELS TO SUSTAIN 150MPH WINDLOADS. THE CONTRACTOR SHALL SUBMIT THE MOUNTING DETAIL TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE CONTRACTOR SHALL SUPPLY A NEMA 4X STAINLESS STEEL DISCONNECT SWITCH ON THE ROOF AS A DISCONNECTING MEANS FOR THE PLC PANEL.

(O) PLC LANE CONTROL PANEL. THE CONTRACTOR SHALL MOUNT THE PLC CONTROL ENCLOSURE SUCH THAT THE BOTTOM OF THE ENCLOSURE IS AT LEAST 36" A.F.F.

(P) OVERHEAD TRAFFIC SIGNAL. THE CONTROL SIGNALS SHALL BE PICKED UP FROM THE PLC CONTROL ENCLOSURE FROM THE RESPECTIVE LANE FOR EACH OVERHEAD TRAFFIC SIGNAL.

(Q) NEW OVERHEAD TRAFFIC SIGNAL. THE CONTRACTOR SHALL REPLACE THE SIGNAL TO MATCH THE EXISTING SIGNALS. THE CONTROL SIGNALS SHALL BE PICKED UP FROM THE PLC CONTROL ENCLOSURE FROM THE RESPECTIVE LANE.

(R) DUPLEX PUMP STATION CONTROL PANEL TO BE REPLACED. PANEL TO MATCH EXISTING. THE CONTRACTOR SHALL MOUNT NEW PANEL AT ELEVATION 15' AND PROVIDE PRE-ENGINEERED & PRE-MANUFACTURED ALUMINUM PLATFORM WITH STEPS AND HAND RAILS. THE PLATFORM SHALL PROVIDE A MINIMUM OF 3' WORKING CLEARANCE FOR ACCESS TO CONTROL PANEL AND GENERATOR RECEPTACLES.

(S) GENERATOR RECEPTACLES. SHALL BE MOUNTED AT ELEVATION 15' ADJACENT TO DUPLEX PUMP STATION CONTROL PANEL.

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BASKERVILLE-DONOVAN, INC.

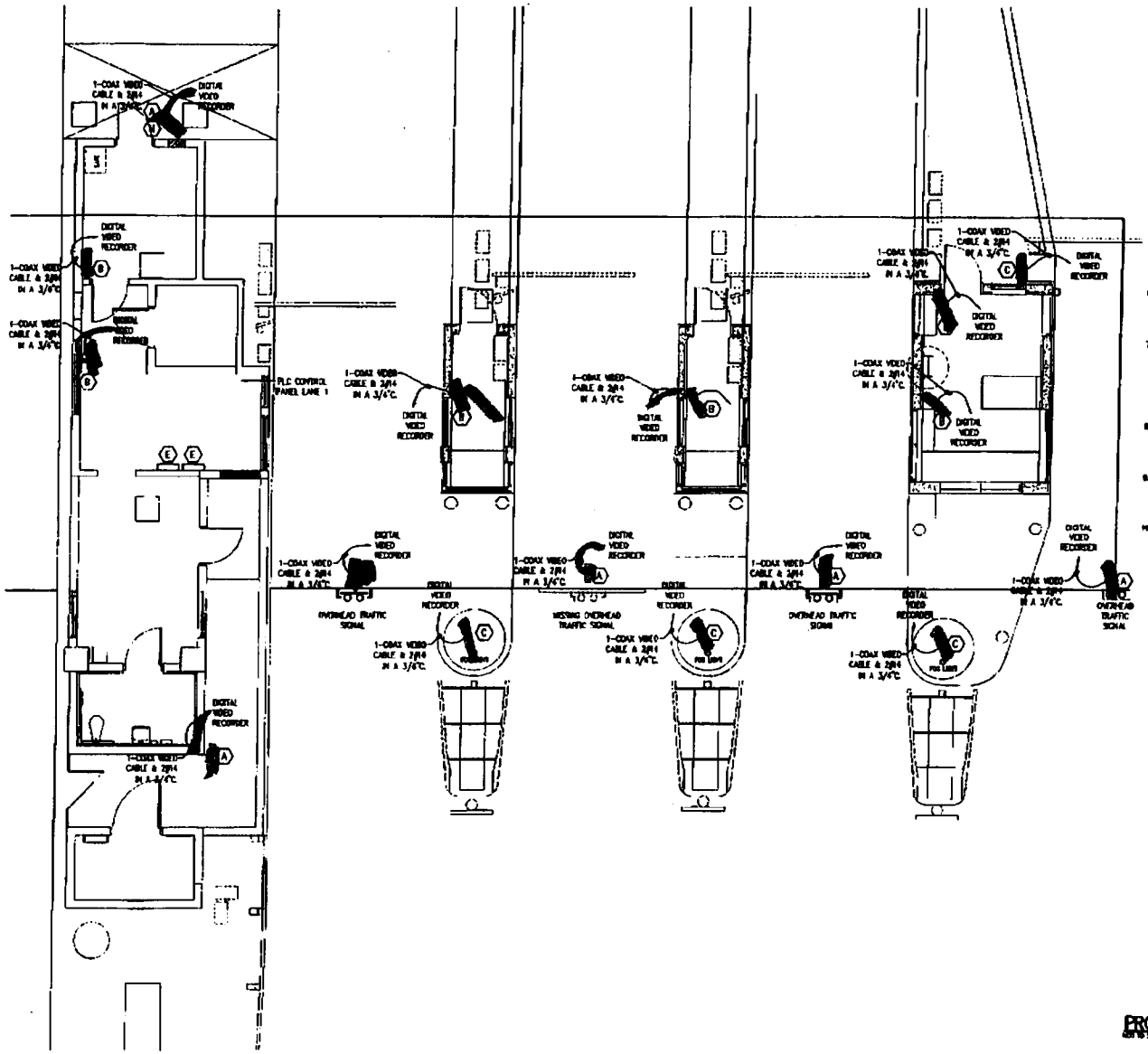
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Revision Description	Date	Approved By

Title: PROPOSED ELECTRICAL EQUIPMENT INSTALLATION

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: MSC
Checked By: GPK
Approved By:

Dwg. No: E-111



PROPOSED VIDEO EQUIPMENT INSTALLATION PLAN

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY AMPLIFICATIONS REQUIRED TO PROVIDE A FULLY FUNCTIONAL VIDEO SYSTEM AS SHOWN IN THE PROJECT PLANS AND SPECIFICATIONS. THIS SHALL INCLUDE BUT NOT BE LIMITED TO CAMERAS, ENCLOSURES, CABLE, CAMERA MOUNTS, MOUNTING HARDWARE, ETC.
2. ALL EXTERIOR CAMERAS SHALL BE HOUSED IN RAIN AND DUSTPROOF NEMA 4 ALUMINUM ENCLOSURES.
3. ALL MOUNTING HARDWARE SHALL BE ALUMINUM OR STAINLESS STEEL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING AND SIZING THE CAMERA POWER SUPPLY. THE CAMERA POWER SUPPLY SHALL BE EQUIPPED WITH A BATTERY BACKUP CAPABLE OF OPERATING THE CAMERAS FOR 1 HOUR UNDER LOSS OF POWER CONDITIONS.
5. THE DIGITAL VIDEO SERVERS SHALL BE TIME SYNCED WITH TOLL FACILITY LAN.
6. THE CONTRACTOR SHALL COORDINATE WITH THE SUPPLIER OF THE SERVER RACKS AND SUPPLY ALL NECESSARY HARDWARE FOR THE BACK MOUNTING OF THE VIDEO SERVERS.
7. THE CONTRACTOR SHALL RUN ALL CAMERA POWER AND VIDEO CABLES FROM THE LANE 4 2nd FLOOR CONTROL MEZZANINE TO EACH CAMERA IN ALUMINUM METALLIC CONDUIT AND SMALLCHANGE OVER AND CONNECT TO CAMERA HOUSING WITH LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT.
8. THE CONTRACTOR SHALL SUPPLY (2) TWO DIGITAL VIDEO RECORDERS. ONE DEDICATED FOR CAPTURING LICENSE PLATE IMAGES AND ONE TO CAPTURE STAFF OPERATIONS.
9. THE DIGITAL VIDEO RECORDERS SHALL EACH BE SIZED TO HOLD A MINIMUM OF 3 MONTHS OF VIDEO WITH EACH CONNECTED CAMERA CAPTURING 6 FPS.
10. THE CONTRACTOR SHALL PROVIDE A TWO YEAR WARRANTY ON THE SECURITY VIDEO SYSTEM. SHALL BE RESPONSIBLE FOR ANY ADJUSTMENTS TO THE CAMERAS OR EQUIPMENT IN THE TWO YEAR WARRANTY PERIOD.

KEY NOTES:

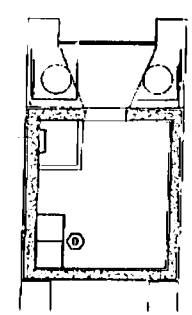
(A) HIGH RESOLUTION DAY/NIGHT CRW VIDEO CAMERA. SHALL BE PELCO-CAMERA PAK 1/3 IN. HI RES CCD CRW 5-50mm AI WITH AUTOIRIS OR ENGINEER APPROVED EQUAL. THE CAMERA SHALL BE HOUSED IN AN ALUMINUM POWDER COATED NEMA 4 RAIN AND DUST PROOF ENCLOSURE.

(B) HIGH RESOLUTION DAY/NIGHT CRW VIDEO CAMERA. SHALL BE PELCO-CAMERA PAK 1/3 IN. HI RES CCD CRW 5-50mm AI WITH AUTOIRIS OR ENGINEER APPROVED EQUAL. THE CAMERA SHALL BE HOUSED IN AN ALUMINUM INDOOR/OUTDOOR ENCLOSURE.

(C) HIGH RESOLUTION BLACK AND WHITE VIDEO CAMERA. SHALL BE PELCO-CAMERA PAK 1/3 IN. HI RES CCD B-W 3-8mm AI OR ENGINEER APPROVED EQUAL. THE CAMERA SHALL BE HOUSED IN AN ALUMINUM POWDER COATED NEMA 4 RAIN AND DUST PROOF ENCLOSURE.

(D) DIGITAL VIDEO RECORDER. PELCO ENDURA 16 CHANNEL BUS NTS/PAL WITH CD-RW OR ENGINEER APPROVED EQUAL. THE DIGITAL VIDEO RECORDER SHALL BE SUITABLE FOR BACK MOUNTING APPLICATIONS. THE DIGITAL VIDEO RECORDER SHALL BE EQUIPPED WITH 16 CHANNEL MUX ANALOG OUT FOR REMOTE AUX DISPLAY.

(E) 30" FLAT SCREEN MONITOR WITH ANALOG INPUT WITH FLAT SCREEN WALL MOUNT BRACKET.



PROPOSED LANE 4 2nd FLOOR CONTROL MEZZANINE

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BASKERVILLE-DONOVAN, INC.

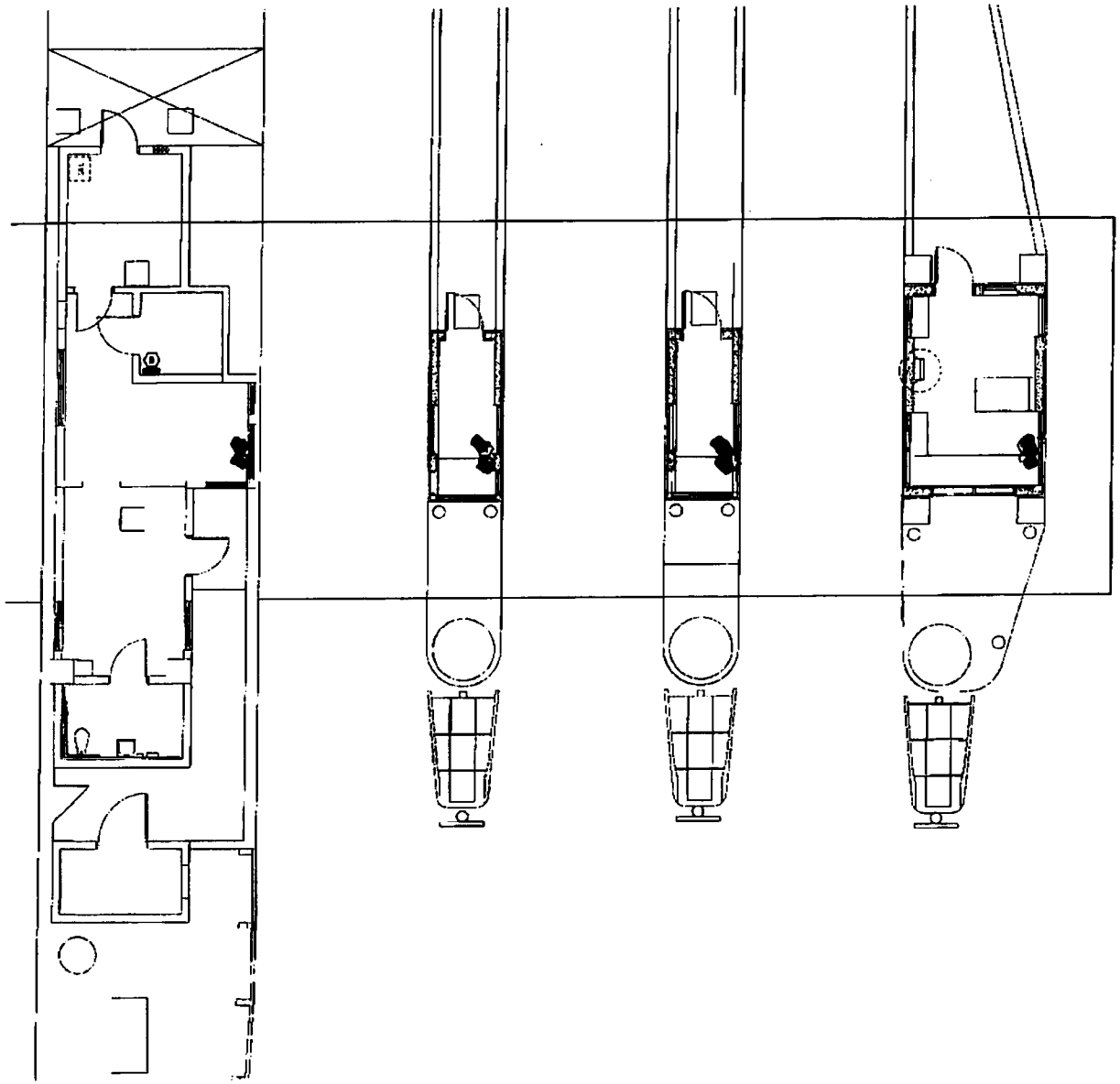
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: PROPOSED VIDEO EQUIPMENT INSTALLATION

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: MBE
Checked By: GRB
Approved By:

Dwg. No: E-112



PROPOSED SECURITY SYSTEM INSTALLATION PLAN

GENERAL NOTES:

1. THE EXISTING SECURITY CONTROL PANEL IS TO BE REPLACED WITH A NEW CONTROL PANEL TO MATCH EXISTING.
2. THE NEW CONTROL PANEL SHALL BE REFED FROM PANEL 'L1'.
3. THE NEW SECURITY ALARM SYSTEM SHALL BE CONNECTED TO THE PHONE SYSTEM AND SHALL ALARM THE SHERIFF'S DEPARTMENT UPON ACTIVATION OF A PANIC BUTTON.
4. THE NEW SECURITY ALARM PANEL SHALL BE EQUIPPED WITH AN INTERNAL BATTERY BACKUP SUCH THAT THE ALARM SYSTEM CAN OPERATE UNDER BRIEF INSTANCES OF POWER LOSS.

KEY NOTES:

(A) PANIC BUTTON TO BE INSTALLED UNDER THE OPERATORS WORKSTATION TABLE.

(B) EXISTING SECURITY CONTROL PANEL.

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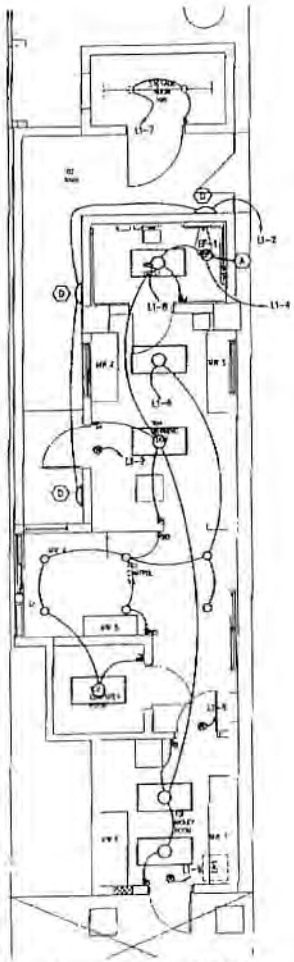
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

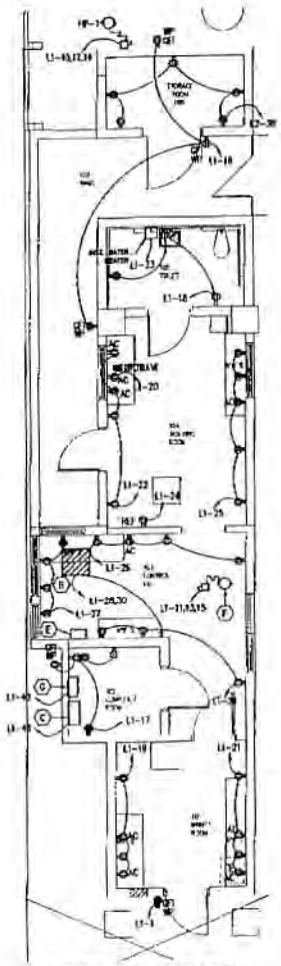
Title: PROPOSED SECURITY SYSTEM INSTALLATION

Scale: AS NOTED
Date: OCTOBER 13, 2000
Drawn By: HDE
Checked By: CPR
Approved By:

Dwg. No. E-113



LIGHTING PLAN – LANE 1
SCALE: 1/4"=1'-0"



POWER PLAN – LANE 1
SCALE: 1/4"=1'-0"

LIGHT FIXTURE SCHEDULE

SYMBOL	MFR.	CAT. No.	VOLTS	LAMPS	DESCRIPTION	NOTES
▭	METALUX	2GQCB-432-A19/DSA-120-EB-ELGR	120	2L-32W	2' X 4' FLOURESCENT	SUITABLE FOR CEILING GRID INSTALLATION
⊗	SURE-LITES	RH-CLED	120	LED	EXIT LIGHT	
○	HALO	H77	120	75W	RECESSED CAN	PROVIDED WITH SPECULAR REFLECTOR CONE
⌓	FAIL SAFE	HPLC-35H-120V-BLK	120	35W-HPS	WALL PACK	

GENERAL NOTES:

1. ALL EXTERIOR DISCONNECT SWITCHES SHALL BE NEMA 4X STAINLESS STEEL.

KEY NOTES:

(A) INTERLOCK BATHROOM FAN WITH LIGHT SWITCH.

(B) RADIANT HEATER (RH-7) HEATER SHALL BE OPERATED MANUALLY BY A WALL MOUNTED SWITCH.

(C) FLS LANE CONTROL ENCLOSURE. THE CONTRACTOR SHALL MOUNT THE CONTROL PANEL A MINIMUM OF 80" A.F.F.

(D) LIGHTS SHALL BE CONNECTED TO THE LIGHTING CONTACTOR TO OPERATE THE LIGHTS BASED ON PHOTOCELL CONTROL.

(E) REMOVE (/) TOLL COLLECTION CONTROLS AS SHOWN ON SHEET E-002.

(F) WALL MOUNTED DISCONNECT SWITCH ABOVE CEILING.

(G) AT BOOTH, THE CONTRACTOR SHALL MOUNT THE CONTROL PANEL A MINIMUM OF 80" AFF.

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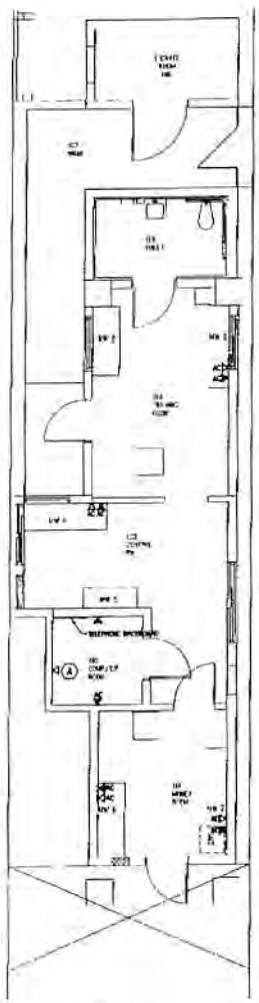
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

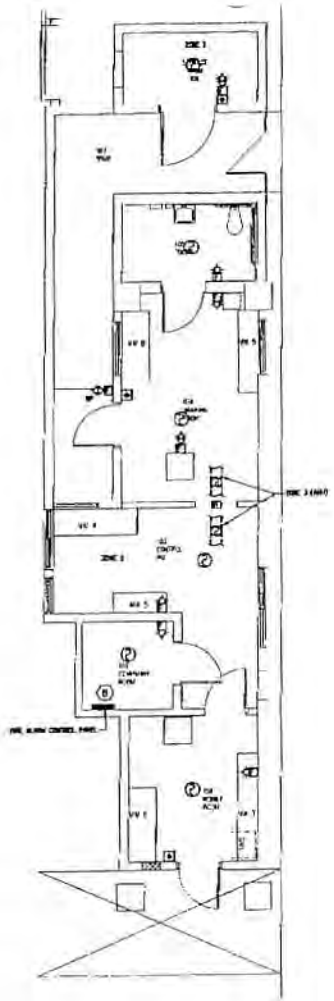
Title: LANE 1 LIGHTING/POWER PLANS

Scale: AS NOTED
Date: OCTOBER 13, 2025
Drawn By: HDE
Checked By: CMC
Approved By:

Dwg. No. E-200



TELCOM/DATA PLAN – LANE 1
SCALE: 1/4"=1'-0"



FIRE ALARM PLAN – LANE 1
SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. THE CONTRACTOR SHALL INSPECT AND TEST THE EXISTING FIRE ALARM SYSTEM AND SHALL REPLACE ANY EQUIPMENT OR DEVICE NECESSARY TO PROVIDE A FULLY OPERATIONAL AND COMPLIANT FIRE ALARM SYSTEM.
2. THE CONTRACTOR SHALL SUPPLY 8 NEW TELEPHONES TO REPLACE THE PHONES STILL IN OPERATION. THE NEW PHONES SHALL BE OF THE SAME STYLE AS THE EXISTING PHONES.
3. THE CONTRACTOR SHALL PULL NEW TELEPHONE CABLE FROM THE TELEPHONE BACKBOARD TO EACH OUTLET AS SHOWN ON THE PLANS. THE NEW TELEPHONE CABLE SHALL BE SUITABLE FOR DIRECT BURIAL.
4. THE CONTRACTOR SHALL ENSURE THE FIRE ALARM SYSTEM MEETS ALL LOCAL AND STATE REGULATIONS FOR BUILDING FIRE ALARM SYSTEMS.
5. ALL TELEPHONE AND DATA OUTLETS SHALL BE MOUNTED 80" AFF.

KEY NOTES:

(A) NETWORK DATA DROP TO BE PROVIDED TO PLC CONTROL ENCLOSURE.

(B) FIRE ALARM CONTROL PANEL TO BE MOUNTED A MINIMUM OF 80" AFF.

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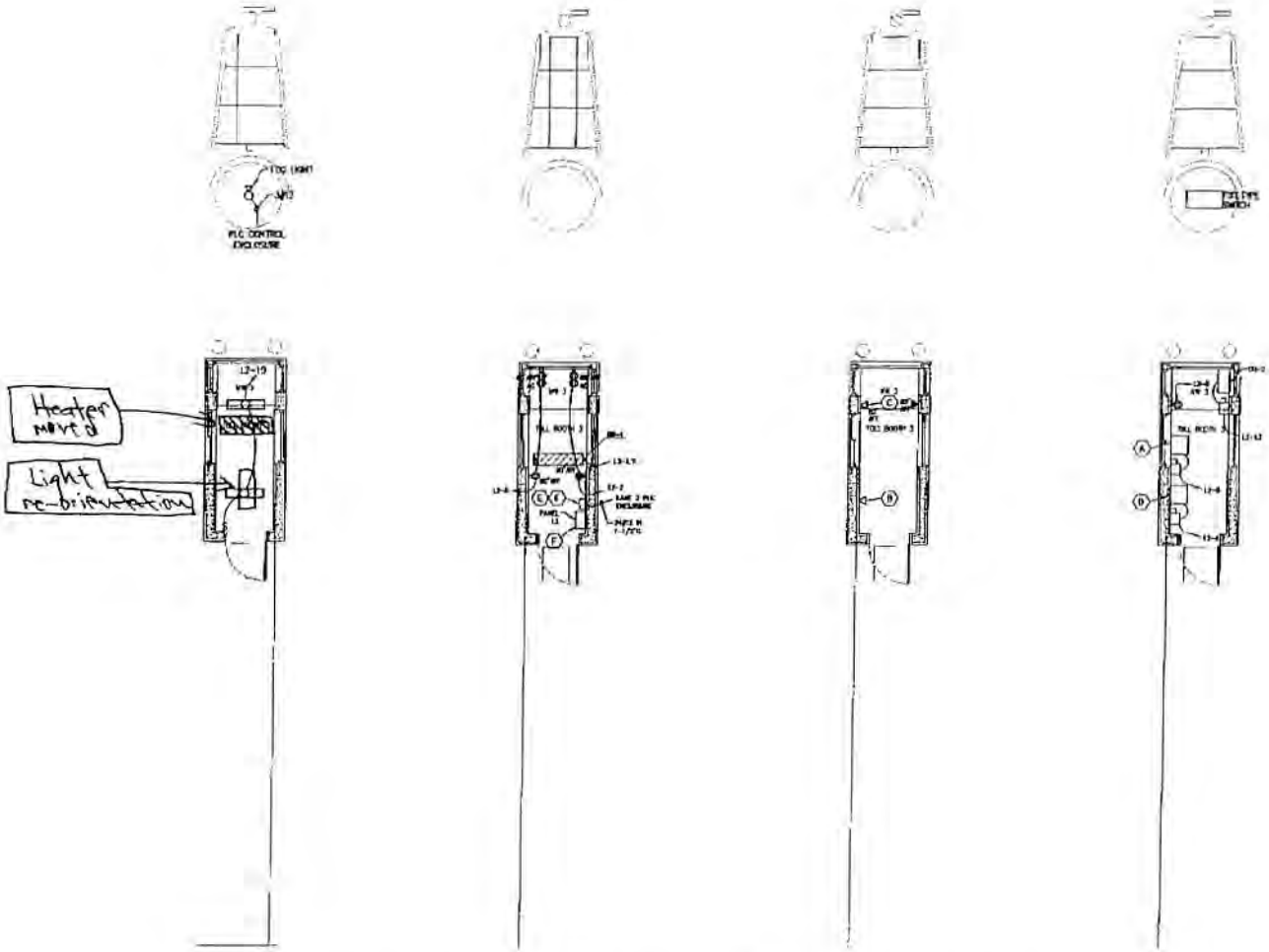
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: LANE 1 TELCOM/FIRE ALARM PLANS

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: MRE
Checked By: GMB
Approved By:

Dwg. No. E-201



LIGHTING PLAN – LANE 2
SCALE: 1/4"=1'-0"

POWER PLAN – LANE 2
SCALE: 1/4"=1'-0"

TELCOM/DATA PLAN – LANE 2
SCALE: 1/4"=1'-0"

ROOF POWER/EQUIPMENT PLAN– LANE 2
SCALE: 1/4"=1'-0"

LIGHT FIXTURE SCHEDULE

SYMBOL	MFR.	CAT. No.	VOLTS	LAMPS	DESCRIPTION	NOTES
	METALUX	2GSGB-432-A18/156-120-EB-EL61	120	T8-32W	1' X 4' FLOURESCENT	PROVIDE FIXTURE WITH GASKETED DOOR AND LEN

GENERAL NOTES:

1. ALL INTERIOR CONDUIT SHALL BE SURFACE MOUNT ALUMINUM PAINTED TO MATCH THE INTERIOR COLOR OF THE BOOTH.
2. ALL EXTERIOR PANELS AND JUNCTION BOXES SHALL BE STAINLESS STEEL UNLESS OTHERWISE NOTED.
3. THE INTERIOR BOOTH LIGHTS SHALL BE PROVIDED WITH GASKETED LENS AND DOORS.
4. TELEPHONE OUTLETS SHALL BE INSTALLED 60" ABOVE THE FINISHED FLOOR. THE CONTRACTOR SHALL INSTALL A NEW TELEPHONE TO MATCH THE EXISTING PHONES WITH THE NECESSARY HARDWARE FOR WALL MOUNTING.
5. THE CONTRACTOR SHALL MOUNT THE PLC CONTROL ENCLOSURE AND THE FIBER OPTIC TROUBLE SIGNAL CONVERTER ON THE ROOF SUITABLE FOR 150 MPH WIND LOAD RATING.
6. ALL EXTERIOR MOUNTING HARDWARE SHALL BE STAINLESS STEEL.
7. ALL EXTERIOR CONDUIT SHALL BE RIGID ALUMINUM UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL CONNECT DS-2 TO THE DISCONNECT SWITCH WITH LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT.
9. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL CONTRACTOR FOR EQUIPMENT CLEARANCES PRIOR TO INSTALLATION.

KEY NOTES:

(A) PLC CONTROL ENCLOSURE. THE CONTRACTOR SHALL MOUNT THE ENCLOSURE ON THE ROOF OF THE TOLL BOOTH WHICH SHALL WITHSTAND 150 MPH WIND LOAD RATING. THE CONTRACTOR SHALL SUBMIT MOUNTING DESIGN TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. PLC ENCLOSURE SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 21" SO THAT THE ENCLOSURE DOES NOT EXTEND OVER THE PARAPET WALL.

(B) NETWORK DROP TO BE PROVIDED ON ROOF TOP FOR PLC ENCLOSURE. THE CONTRACTOR SHALL PROVIDE A DEDICATED 1" CONDUIT TO THE PLC CONTROL ENCLOSURE FOR THE NETWORK CONNECTION.

(C) NETWORK DROP TO BE PROVIDED FROM A DEDICATED 1" CONDUIT FROM THE PLC CONTROL ENCLOSURE (EMBEDDED UNDER) TO THE DATA OUTLET BOXES. THE BOOTH DATA OUTLET TO BE MOUNTED 60" AFF.

(D) RF READER IN 4J ENCLOSURE. THE CONTRACTOR TO PROVIDE A NEMA 4X SS DISCONNECT FROM THE RF READER.

(E) REMOTE I/O COLLECTION CONTROLS AS SHOWN ON SHEET E-602.

(F) PANEL MOUNTED AT A MINIMUM OF 60" AFF.

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JACKSONVILLE BOWDEN, INC.

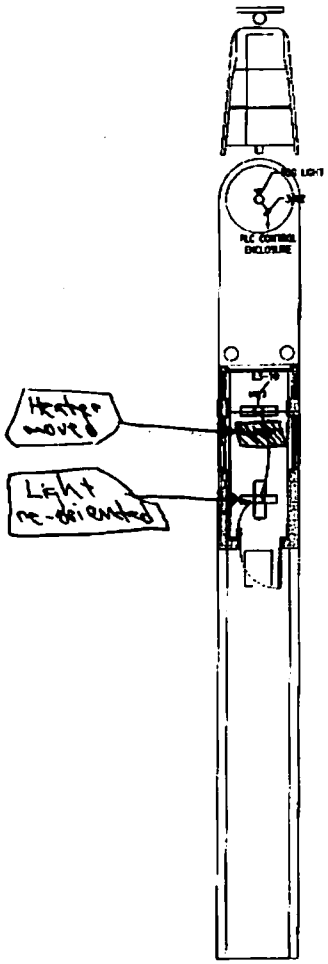
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

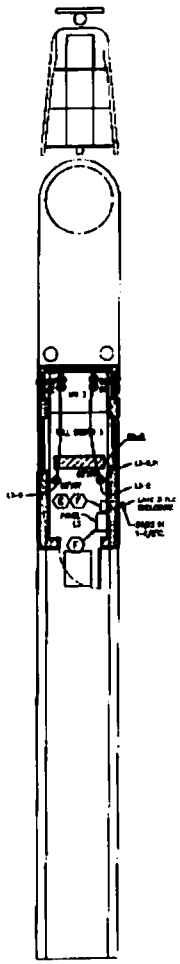
Title: LANE 2 ELECTRICAL PLANS

Scale: AS NOTED
Date: OCTOBER 13, 2010
Drawn By: MDE
Checked By: CHR
Approved By:

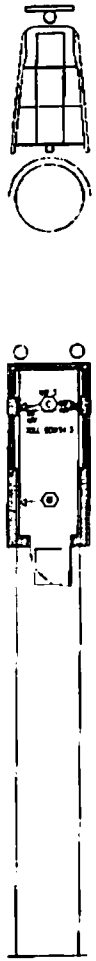
Dwg. No: E-300



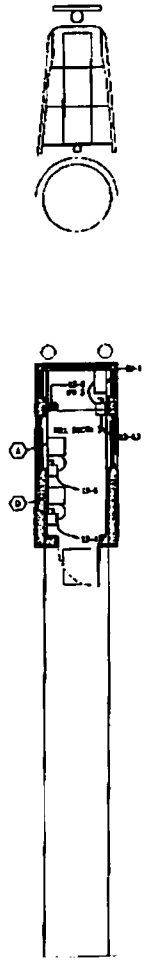
LIGHTING PLAN – LANE 3
SCALE: 1/4"=1'-0"



POWER PLAN – LANE 3
SCALE: 1/4"=1'-0"



TELCOM/DATA PLAN – LANE 3
SCALE: 1/4"=1'-0"



ROOF POWER PLAN – LANE 3
SCALE: 1/4"=1'-0"

LIGHT FIXTURE SCHEDULE

SYMBOL	MFR.	CAT. No.	VOLTS	LAMPS	DESCRIPTION	NOTES
▭	METALUX	2GCCH-432-A18/EB8-120-GB-CLG3	120	T8-32W	2' X 4' FLUORESCENT	PROVIDE FIXTURE WITH GASKETED DOOR AND LENS

GENERAL NOTES:

1. ALL INTERIOR CONDUIT SHALL BE SURFACE MOUNT ALUMINUM PAINTED TO MATCH THE INTERIOR COLOR OF THE BOOTH.
2. ALL INTERIOR PANELS AND JUNCTION BOXES SHALL BE STAINLESS STEEL UNLESS OTHERWISE NOTED.
3. THE INTERIOR BOOTH LIGHTS SHALL BE PROVIDED WITH GASKETED DOOR AND LENS.
4. TELEPHONE OUTLETS SHALL BE INSTALLED 48" ABOVE THE FINISHED FLOOR. THE CONTRACTOR SHALL INSTALL A NEW TELEPHONE TO MATCH THE EXISTING PHONES WITH THE HEDGEHOG HANDSET FOR TOLL VOLUNTEER.
5. THE CONTRACTOR SHALL MOUNT THE PLC CONTROL ENCLOSURE AND THE FIBER OPTIC TROUBLE SIGNAL CONVERTER ON THE ROOF SUPPORTS FOR 150 MPH WIND LOAD RATING.
6. ALL EXTERIOR MOUNTING HARDWARE SHALL BE MEDIA 4X STAINLESS STEEL.
7. ALL EXTERIOR CONDUIT SHALL BE RIGID ALUMINUM UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL CONNECT CR-2 TO THE EMERGENCY SWITCH WITH LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT.
9. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL CONTRACTOR FOR EQUIPMENT CLEARANCES PRIOR TO INSTALLATION.

KEY NOTES:

(A) PLC CONTROL ENCLOSURE. THE CONTRACTOR SHALL MOUNT THE ENCLOSURE ON THE ROOF OF THE TOLL BOOTH WHICH SHALL BE RATED FOR 150 MPH WIND LOAD RATING. THE CONTRACTOR SHALL SUBMIT MOUNTING DESIGN TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. PLC ENCLOSURE SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 24" SO THAT THE ENCLOSURE DOES NOT EXTEND OVER THE PARAPET WALL.

(B) NETWORK DROP TO BE PROVIDED ON ROOF TOP FOR PLC ENCLOSURE. THE CONTRACTOR SHALL PROVIDE A DEDICATED 1" CONDUIT TO THE PLC CONTROL ENCLOSURE FOR THE NETWORK CONNECTION.

(C) NETWORK DROP TO BE PROVIDED FROM A DEDICATED 1" CONDUIT FROM THE PLC CONTROL ENCLOSURE (ETHERNET SWITCH) TO THE DATA OUTLET INSIDE THE BOOTH. DATA OUTLET TO BE MOUNTED 48" A.F.F.

(D) RF BLANKER IN 4X ENCLOSURE. THE CONTRACTOR TO PROVIDE A MEDIA 4X TS DISCONNECT FROM THE RF BLANKER.

(E) REMOVE I/O COLLECTION CONTROLS AS SHOWN ON SHEET E-002.

(F) PANEL MOUNTED AT A MINIMUM OF 60" A.F.F.

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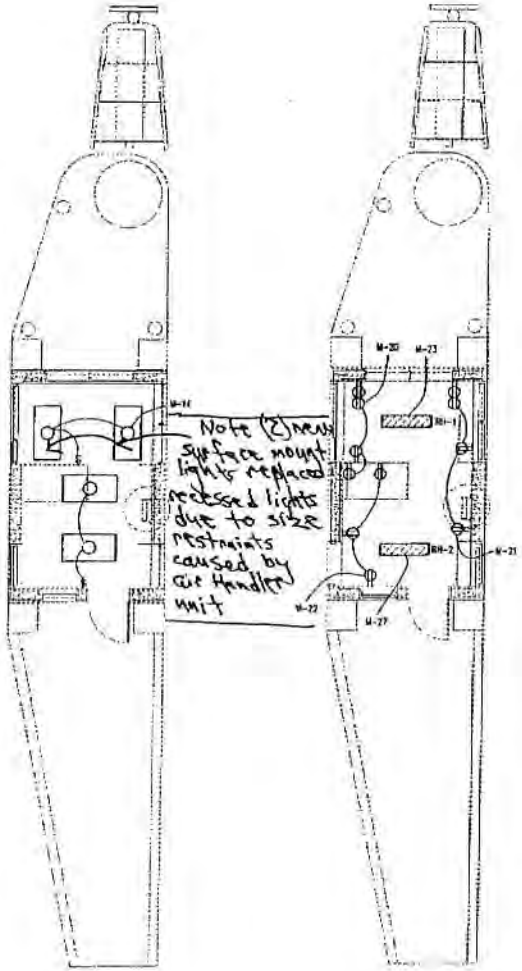
PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Revision Description	Date	Approved By

Title: LANE 3 ELECTRICAL PLANS

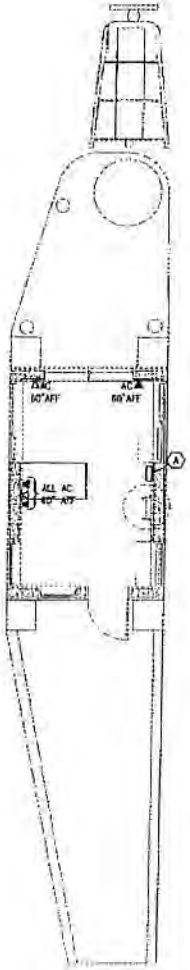
Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: MSE
Checked By: BMS
Approved By:

Drg. No. E-400

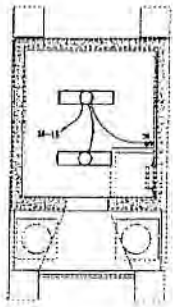


LIGHTING PLAN – LANE 4
SCALE: 1/4"=1'-0"

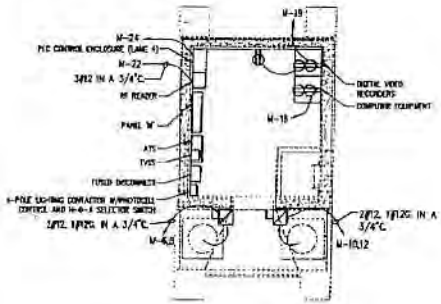
POWER PLAN – LANE 4
SCALE: 1/4"=1'-0"



TELCOM PLAN – LANE 4
SCALE: 1/4"=1'-0"



2ND FLOOR LIGHTING PLAN – LANE 4
SCALE: 1/4"=1'-0"



2ND FLOOR POWER PLAN – LANE 4
SCALE: 1/4"=1'-0"

LIGHT FIXTURE SCHEDULE

SYMBOL	MFR.	CAT. No	VOLTS	LAMPS	DESCRIPTION	NOTES
○	METALUX	2FGCB-432-A19/156-120-EB-ELG1	120	TB-32W	2' X 4' FLOURESCENT	PROVIDE FIXTURE WITH GASKETED DOOR AND LEN
◯	METALUX	LT-232A-120V-EBB1-EL4	120	TB-32W	1' X 4' FLOURESCENT	SURFACE MOUNTED TO CONCRETE DECK

GENERAL NOTES:

1. ALL INTERIOR CONDUIT SHALL BE SURFACE MOUNT ALUMINUM PAINTED TO MATCH THE INTERIOR COLOR OF THE BOOTH.
2. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL/HVAC CONTRACTOR FOR EQUIPMENT LOCATIONS PRIOR TO ELECTRICAL EQUIPMENT INSTALLATION.
3. THE RADIANT HEATER SHALL BE CONTROLLED BY A WALL MOUNTED THERMOSTAT AND SWITCH.

KEY NOTES:

(A) REMOTE I/O TOLL COLLECTION PANEL AS SHOWN ON SHEET E-602. PANEL SHALL BE MOUNTED A MINIMUM OF 60" AFF.

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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: LANE 4 ELECTRICAL PLANS

Scale: AS NOTED
Date: OCTOBER 13, 2005
Drawn By: HDE
Checked By: [illegible]
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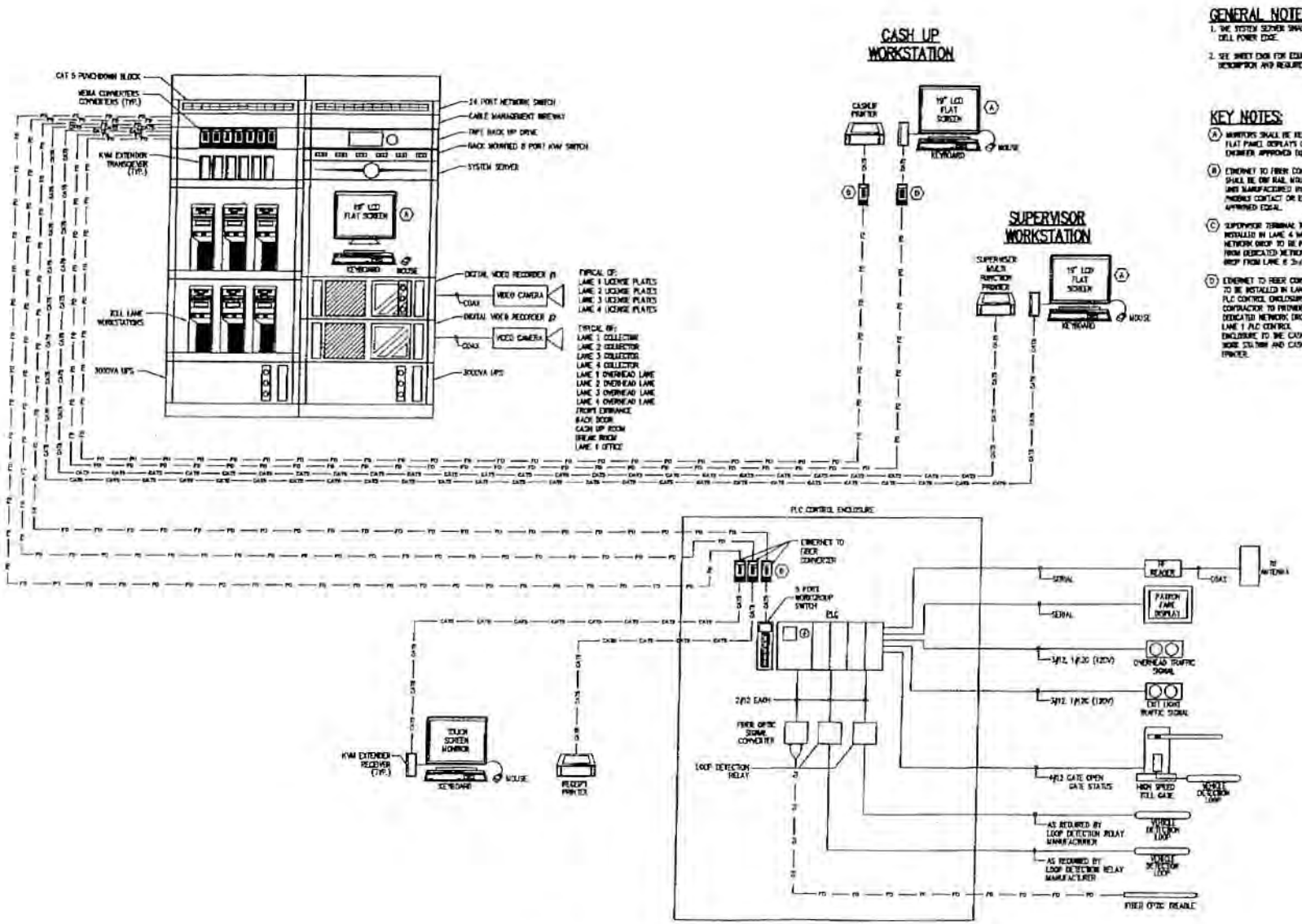
Dwg. No: E-500



TYPICAL TOLL LANE SETUP (LANE 1, 2, 3, & 4)

GENERAL NOTES:

1. THE SYSTEM SERVER SHALL BE A DELL POWER EDGE.
2. SEE SHEET ENGR FOR EQUIPMENT DESCRIPTION AND REQUIREMENTS.

KEY NOTES:

(A) MONITORS SHALL BE KELL 17" FLAT PANEL DISPLAYS OR ENGINEER APPROVED EQUAL.

(B) ETHERNET TO FIBER CONVERTER SHALL BE DIN RAIL MOUNTABLE UNIT MANUFACTURED BY PHOENIX CONTACT OR ENGINEER APPROVED EQUAL.

(C) SUPERVISOR TERMINAL TO BE INSTALLED IN LANE 4 1st FLOOR. NETWORK DROP TO BE PROVIDED FROM DEDICATED NETWORK DROP FROM LANE 8 2nd FLOOR.

(D) ETHERNET TO FIBER CONVERTER TO BE INSTALLED IN LANE 1 PLC CONTROL ENCLOSURE. CONTRACTOR TO PROVIDE DEDICATED NETWORK DROP FROM LANE 1 PLC CONTROL ENCLOSURE TO THE CASH UP WORK STATION AND CASH UP PRINTER.

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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: NETWORK OVERVIEW

Scale: AS NOTED
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Drawn By: HSE
Checked By: GPR
Approved By:

Dwg. No. E-600

TOLL SYSTEM EQUIPMENT SCHEDULE

ITEM NO.	DESCRIPTION	DESCRIPTION
1	TOLL BOOTH STATION	DELL PowerEdge 2600 SYSTEM OPTIONS: PROCESSOR – Intel® Xeon™ 3.06GHz, 512K Cache Processor Operating System – Windows 2000 Server Windows Server 2003 R2 Edition Monitor – 400 Series cdmm50 Power Supply – Redundant 1 Cord and Standard Cords Hard Drive Control – Dual Channel U160 SCSI RAID Array Adapter Hard Drive Backplane – 180 Series Drive Backplane Bezel Cover – Rack Trim Pro-2 Support Primary Controller – Embedded RAID Primary Hard Drive – 73GB 10K RPM Ultra 160 300 Drive – 73GB 10K RPM Ultra SCSI 300 Drive – 73GB 10K RPM Ultra SCSI 1.44 Drive – 73GB 10K RPM Ultra SCSI Network Adapter – Intel Pro Gigabit Fiber Server Network Adapter Floppy Drive – 1.44 Floppy CD/DVD Drive – 24X IDE CD-ROM/DVD Rom Keyboard – Standard Mouse – Standard Monitor – 17" Flat Panel Documentation – Electronic Back-up Software – Symantec Veritas BE 9.1 for Windows Server ACCESSORIES: 1 Additional CAT-5 for Windows 2003 Server Rack Version with 48Port-Rails WARRANTY SERVICE: 3YR Gold Support
2	TOLL LANE WORKSTATION	DELL Precision 370 Workstation SYSTEM OPTIONS: PROCESSOR – Intel, Pentium 4 3.20GHz, 800FSB, 1MB Cache, 3MB/800 Operating System – Microsoft Windows 2000 Professional, SP4 with HOTFIX File System – NTFS File System Memory – 1GB, 533MHz, DDR2 SDRAM Memory Keyboard – PS2 Keyboard Mouse – USB Logitech M-BB Hard Drive Configuration – (1) 80 GB, SATA, 7200 RPM Hard Drive Boot Hard Drive – 250GB SATA, 7200 RPM NCQ 8MB Enhanced Cache Without RAID CD-ROM/DVD – 48/32X CD-RW/DVD Combo Floppy Drive – 1.44 Inch Floppy Drive Graphics Card – 128MB PCIe x16 ATI FIRE GT2000 Accessories: APC Battery Back-up CS 500 WARRANTY SERVICE: 3YR Gold Support
3	SUPERVISOR WORKSTATION	DELL Precision 370 Workstation SYSTEM OPTIONS: PROCESSOR – Intel, Pentium 4 3.20GHz, 800FSB, 1MB Cache, 3MB/800 Operating System – Microsoft Windows 2000 Professional, SP4 with HOTFIX FILE SYSTEM – NTFS File System Memory – 1GB, 533MHz, DDR2 SDRAM Memory Keyboard – PS2 Keyboard Mouse – USB Logitech M-BB Hard Drive Configuration – (1) 80 GB, SATA, 7200 RPM Hard Drive Boot Hard Drive – 250GB SATA, 7200 RPM NCQ 8MB Enhanced Cache Without RAID CD-ROM/DVD – 48/32X CD-RW/DVD Combo Floppy Drive – 1.44 Inch Floppy Drive Graphics Card – 128MB PCIe x16 ATI FIRE GT2000 Adobe Acrobat 6.0 Professional 19" Flat Panel LCD Monitor Accessories: APC Battery Back-up CS 500 WARRANTY SERVICE: 3YR Gold Support
4	LAPTOP WORKSTATION	DELL Precision 370 Workstation SYSTEM OPTIONS: PROCESSOR – Intel, Pentium 4 3.20GHz, 800FSB, 1MB/800 Operating System – Microsoft Windows 2000 Professional, SP4 with HOTFIX File System – NTFS File System Memory – 1GB, 533MHz, DDR2 SDRAM Memory Keyboard – PS2 Keyboard Mouse – USB Logitech M-BB Hard Drive Configuration – (1) 80 GB, SATA, 7200 RPM Hard Drive Boot Hard Drive – 250GB SATA, 7200 RPM NCQ 8MB Enhanced Cache Without RAID CD-ROM/DVD – 48/32X CD-RW/DVD Combo Floppy Drive – 1.44 Inch Floppy Drive Graphics Card – 128MB PCIe x16 ATI FIRE GT2000 Microsoft Office Professional 2003 Adobe Acrobat 6.0 Professional 19" Flat Panel LCD Monitor Accessories: APC Battery Back-up CS 500 WARRANTY SERVICE: 3YR Gold Support
5	NETWORK SWITCH	DELL PowerConnect Accessories: Fiber Optic Patch Cable to connect to System Server Options: Fiber Optic Network Port
6	TAPE BACK-UP	Quantum Surelaser Tape – DLT 8x4 Available Accessories: Quantum DLT Cleaning Cartridge 10 – Spare Quantum DLT Tape Cartridges
7	RECEIPT PRINTER	Epson T-88III Description: Thermal Receipt Printer with Ethernet Interface Accessories: Ethernet Patch Cable 2 Rolls Spare 3-Ration Receipt Paper
8	COLOR LJP PRINTER	HP LaserJet 4345mfp Description: B/W Laser Printer Accessories: Spare HP Black Toner Cartridge
9	SUPERVISOR PRINTER	HP LaserJet 3390 All in One Description: All-in-Function Printer/Scanner/Fax/Reminder Accessories: Spare HP Black Toner Cartridge
10	KVM SWITCH	Guardian Avocent KCS-81 Description: PS/2 KVM 8 Station Accessories: Four (4) Computer Interface Modules for Server Connection One (1) Rackmount Accessory Kit for Standard 19" Rack Mounting
11	VIDEO SYSTEM	Pelco Sarix Video Surveillance System (See Sheet E-103) Description: Video – Dvr Surveillance Digital Accessories: 1 – Server – 20 Inch Flat Screen Monitor (Both) 2 – Server – Flat Screen Wall Mount Kit Video – Rackmount Kit for Dvr Data Storage
12	TELEVISION SERVICE	CLS Entertainment Subscription Service Description: 6.5 1080 Series Hdtv – Flat Panel Display – 37 – 37"
13	FIBER/ETHERNET CONVERTER	Fiberxon Contact Type Pt Qc Notes: Exact Model Numbers to be determined by type of fiber installed One Unit Each Mode Powered from 24vdc
14	8M SMC NETWORK SWITCH	Netgear Scalance X208-1 Managed Ethernet Switch Notes: 6-Port (Ethernet), 1-Port Fiber
15	KVM EXTENDER	Avocent Cybervew 1000 Accessories: Desk Mounting Option for Receiver
16	APC UPS BATTERY BACK-UP	APC Smart UPS 1500va Description: 3U Rackmount UPS with 10 Min @ 900 Watt/ 1500 Watt Load and Diagnostic Interface Port

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE REQUIRED TO REVIEW THE EQUIPMENT TO BE PURCHASED PRIOR TO ORDERING.
2. QUANTITIES TO BE DETERMINED FROM PROJECT PLANS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL DETERMINE THE EXACT MODEL NUMBERS FOR THE ETHERNET TO FIBER OPTIC CABLE CONVERTERS BASED ON TYPE OF FIBER MATERIAL INSTALLED.
4. THE CONTRACTOR SHALL PROVIDE ONE SPARE CAT 5 CABLE FOR EACH INSTALLED ON THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NETWORK CABLES NECESSARY FOR SYSTEM CONFIGURATION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL INTERFACE CARDS REQUIRED FOR PERIPHERALS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY TAPE LIBRARY SOFTWARE NECESSARY FOR TAPE AUTOLOADER BACK-UP DEVICE, AS WELL AS SOFTWARE OPTIONS REQUIRED TO BACK-UP A MICROSOFT SQL DATABASE.
8. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SOFTWARE LICENSES REQUIRED FOR THE PROPOSED SYSTEM.
9. ALL SERVERS AND WORKSTATIONS SHALL BE PROVIDED WITH UPS BATTERY BACK-UPS.
10. THE CONTRACTOR SHALL PROVIDE ONE SPARE FIBER OPTIC PATCH CABLE FOR EACH INSTALLED ON THE PROJECT.
11. THE CONTRACTOR SHALL PROVIDE TWO SPARE FIBER TO ETHERNET CONVERTERS INCLUDING TERMINATION KITS.
12. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 10 SPARE TAPES FOR THE TAPE BACK-UP AUTOLOADER SHOT INCLUDING THE TAPES INSTALLED IN THE DEVICE).

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PENSACOLA BEACH
TOLL BOOTH
STORM REPAIRS

No.	Revision Description	Date	Approved By

Title: NETWORK EQUIPMENT DESCRIPTION AND REQUIREMENTS

Scale: AS NOTED
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Drawn By: MSC
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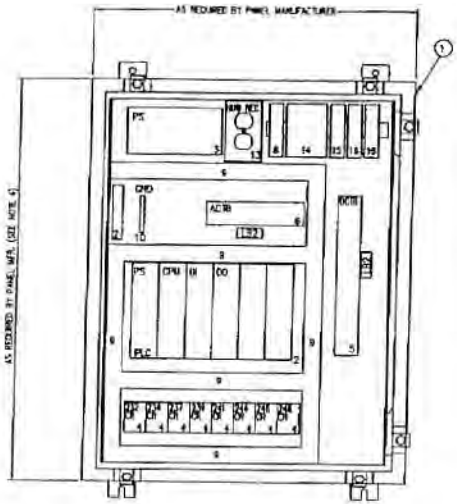
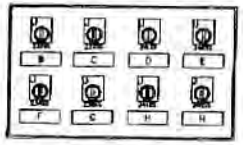
E-601



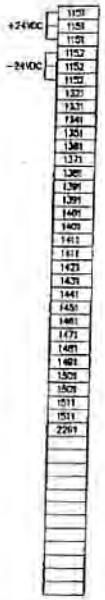
PLC CONTROL ENCLOSURE
PROPOSED SUBPANEL LAYOUT–FRONT VIEW
NO SCALE

(12" DEEP)
(SHOWN WITH OUTER DOOR REMOVED)



(SHOWN WITH OUTER DOOR REMOVED)

REMOTE I/O TOLL COLLECTION CONTROLS
NO SCALE



DC TERMINAL BLOCK LAYOUT

AC TERMINAL BLOCK LAYOUT

PANEL LEGEND (TYPICAL OF 4 PANELS)

ITEM	QTY.	MANUFACTURER AND CATALOG NUMBER		DESCRIPTION
1	1	HOFFMAN		ENCLOSURE, NEMA 4X, 304 STAINLESS STEEL, AS REQUIRED BY PANEL MANUFACTURER
	1	HOFFMAN	A-36P24	SUBPANEL, PAINTED STEEL, AS REQUIRED BY PANEL MFR.
2	1	BRISTOL BABCOCK	3IA330-02-B	I/O CHASSIS
	1	BRISTOL BABCOCK	3IA350-03-S	CPU, CONTROLWAVE, AND ELAN S20 PROCESSOR, 2 MB SRAM, BATTERY BACKED MEMORY, TWO RS-232 SERIAL PORTS, THREE MB/10 BASE-T ETHERNET PORTS
	1	BRISTOL BABCOCK	CPTMYBGJE-1-1-0-1-0-1-1-1	CDL ESSENTIALS BUNDLE, CONTROLWAVE DESIGNER BUNDLE, OPC SERVER BUNDLE, ETHERNET RIO BUNDLE, DATA COLLECTOR BUNDLE
	1	BRISTOL BABCOCK	3IA1351-01-A	POWER SUPPLY/SEQUENCER MODULE, 24 VDC, MOSFET SWITCH
	1	BRISTOL BABCOCK	3IA1357-02-A	INPUT MODULE, DIGITAL, 32 POINT
	1	BRISTOL BABCOCK	3IA1358-02-D	OUTPUT MODULE, DIGITAL, 16 POINT
3	1	PHOENIX CONTACT		POWER SUPPLY, SIZED PER PANEL MFR. TYPE QUINT-PS-120AC/24DC
4	8	ALLEN-BRADLEY	700-HA32Z24	RELAY, DPDT, 24VDC, 10 AMP CONTACTS
	8	ALLEN-BRADLEY	700-HN125	RELAY BASE
5	44	PHOENIX CONTACT	30 64 36 2	DC TERMINAL BLOCK, 600 VOLT, WIRE SIZE #22–#14 AWG
6	20	PHOENIX CONTACT	30 64 38 2	AC TERMINAL BLOCK, 600 VOLT, WIRE SIZE #22–#14 AWG
7	5	ALLEN-BRADLEY	800T-J3A32	SELECTOR SWITCH, 3 POSITION MAINTAINED, HEAVY DUTY
	10	ALLEN-BRADLEY	800T-XJ2G	CONTACT BLOCKS, 2 N.O.
8	1	SIEMENS	SCALANCE X-201	SCALANCE X396-1
9	A/R	PANDUIT	TYPE G	WIRE DUCT, W020 GRAY VINYL WITH NON-SLIP COVER
10	1	SQUARE D	PK4C1A	GROUND BAR
11	1	REVERE	CUSTOM	NAMEPLATE, "REMOTE CONTROL SYSTEMS", ADHESIVE TYPE
12	1	SQUARE D	QOB115	CIRCUIT BREAKER, 15 AMP, 1 POLE
13	7	HUBBELL	CR15	OUTLET RECEPTACLE, 15 AMP, 125VAC
	1	RED DOT	CH3-1-LV	SINGLE GANG BOX
	1	SIERRA	S-8	COVERPLATE, STAINLESS STEEL
14	1	MEASUREMENT SPECIALTIES	SL MA-110	FIBER OPTIC SIGNAL ANALYZER
15	1	PHOENIX CONTACT	PLC-OSC-24DC/24DC/1	OPTO RELAY INTERFACE
16	2	DELTA SCIENTIFIC		INDUCTION LOOP DETECTION RELAY

ENGRAVING SCHEDULE

ID NO.	QTY.	TYPE	SIZE	PLATE COLOR	LETTER COLOR	FIRST LINE \ SECOND LINE, ETC.
A	1	N P	3" x 4"	WHITE	BLACK	LANE # ___ \ CONTROL PANEL (SEE NOTE 3)
B	1	N P	1" x 3"	WHITE	BLACK	ONLY GREEN
C	1	N P	1" x 3"	WHITE	BLACK	ONLY RED
D	1	N P	1" x 3"	WHITE	BLACK	EXIT LIGHT GREEN
E	1	N P	1" x 3"	WHITE	BLACK	EXIT LIGHT RED
F	1	N P	1" x 3"	WHITE	BLACK	FOG LIGHT
G	1	N P	1" x 3"	WHITE	BLACK	GATE
H	2	N P	1" x 3"	WHITE	BLACK	SPARE
J	8	L P	0-3PL	WHITE	BLACK	HAND OFF AUTO

NOTES:
1. CONTROL PANEL TO BEAR U.L. 508 LABEL
2. NAMEPLATES ARE TO BE MOUNTED WITH STAINLESS STEEL SCREWS.
3. THIS PANEL TYPICAL OF 4 PANELS (LANES 1 THRU 4)
4. PLC CONTROL ENCLOSURE PANEL HEIGHT ON TOLL BOOTH ROOF TOP UNITS TO BE RESTRICTED TO A MINIMUM OF 24".
5. PANELS MAY REQUIRE ADDITIONAL ETHERNET TO FIBER CONVERTERS. SEE SHEET E-800.
6. PANEL LEGEND IS NOT TO BE CONSIDERED AS A COMPLETE BILL OF MATERIALS FOR THE CONTROL PANELS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL CONTROL PANEL REQUIREMENTS AS SET FORTH IN THE PROJECT PLANS AND SPECIFICATIONS.

LABEL SCHEDULE

LB1	U.L. 508 LABEL
LB2	RECOMMENDED TORQUE: 5.31 – 7.09 LB./IN.

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BARRETT & DONOVAN, INC.

PENSACOLA BEACH
TOLL BOOTH
STORM REPAIRS

No.	Date	Approved By	Revised Description

Title: ELECTRICAL DETAILS

Scale: AS NOTED
Date: OCTOBER 13, 2005
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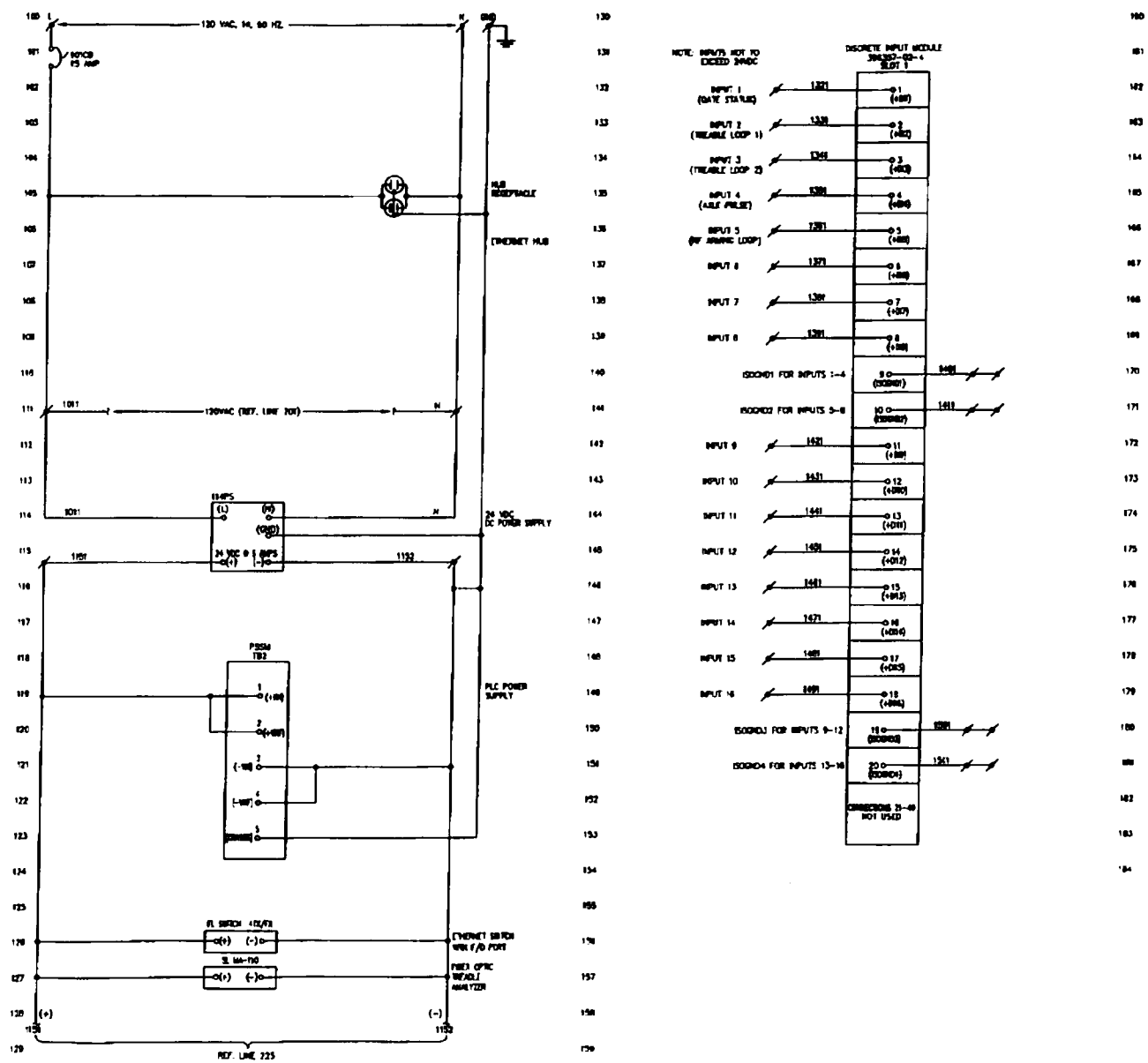
Checked By: DPR
Approved By:

Dwg. No.: E-602



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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

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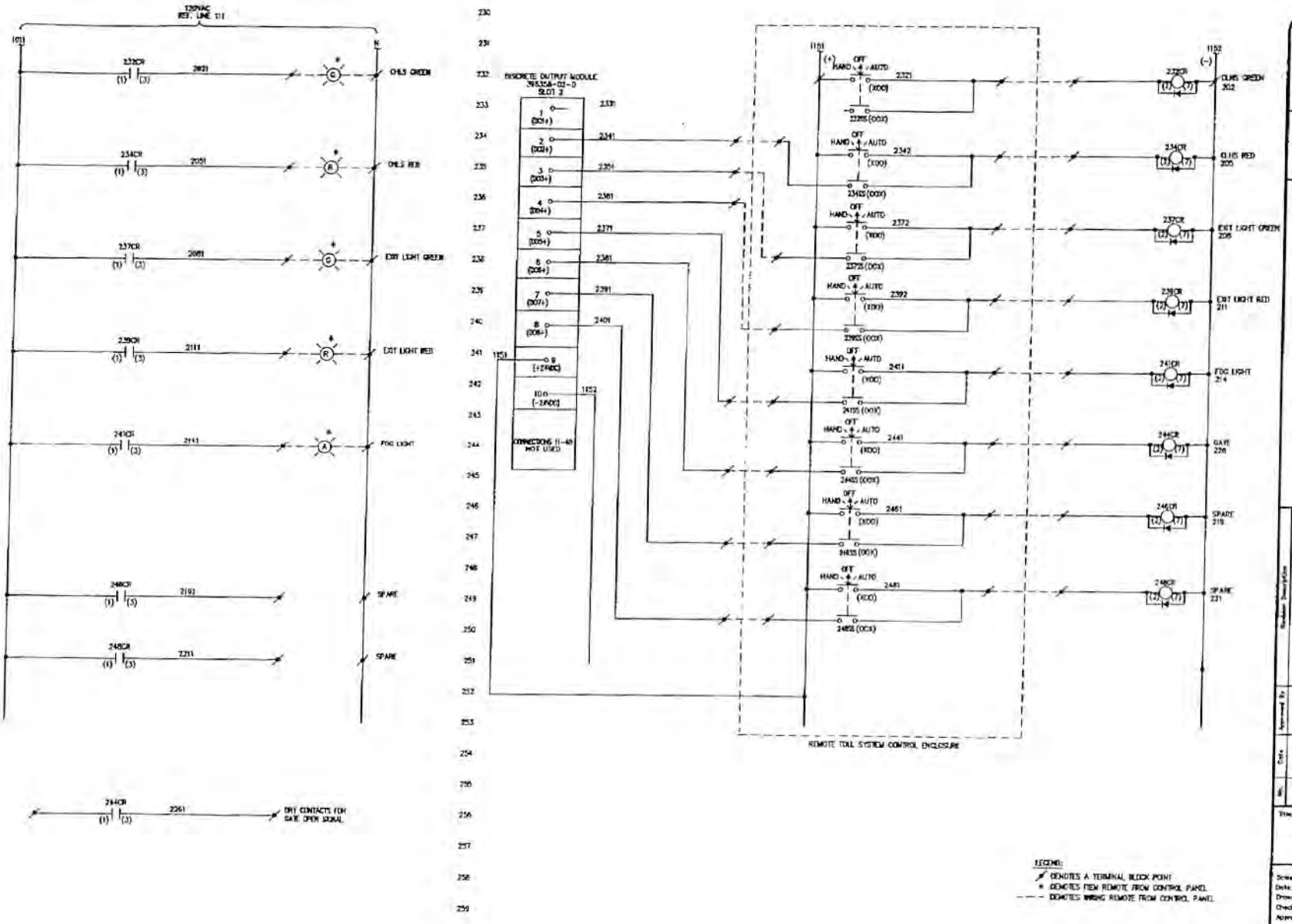

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PENSACOLA BEACH TOLL BOOTH STORM REPAIRS

No.	Date	Approved By	Revision Description

Title: ELECTRICAL DETAILS

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Date: OCTOBER 13, 2000
Drawn By: KCE
Checked By: CPR
Approved By:

Dwg. No: E-604

Appendix B: UFM Identifiers or Data Elements

APPENDIX B – UFM IDENTIFIERS OR DATA ELEMENTS
(SUBJECT TO CHANGE)

1. The Contractor shall be responsible for incorporating new data UFM elements, or to modify or eliminate others as needed during the life of this Contract.
2. The UFM shall include, without limitation, data elements such as the following:
   a. Lane Operations Mode – A code that indicates the status of the lane/zone at the time of transaction generation. There are five codes: "Open", "Closed", "Standby", "Special Events", and "Maintenance"
   b. Universal Financial Message ID – A code that indicates the type of message, in this case the Universal Financial message.
   c. Message Sequence Number - A unique sequential number given to every message generated (i.e. UFM, Event, and MOMS).
   d. UFM Sequence Number - A sequential number given to every message generated that is specific to the Universal Financial Message. This sequence number shall increment by lane and be distinct from the message sequence number provided in all messages.
   e. Toll Rate Table Version ID – A value to identify the toll rate table(s) version used to populate revenue fields.
   f. Various Toll Amounts – Applicable toll amounts for cash, image, and electronic payment methods.
   g. Variable Pricing in Effect – Indicates that the lane is operating with a premium or discount value to populate revenue fields.
   h. Transaction Plaza ID – A unique value that provides information to identify the plaza where the transaction occurred.
   i. Transaction Lane Number – A unique value that provides information to identify the number of the lane where the transaction occurred.
   j. Transaction Date and Time– Provides the time that the transaction occurred to the hundredth of a second. IPS message times shall be the same as the transaction time. Daylight savings time transitions should be handled automatically and correctly recorded by this identifier.
   k. Toll Host Receipt Date and Time – Provides the date/time that the transaction was received at the Toll Host.
   l. Posting Date and Time – Provides the date/time that the transaction was posted to the account.
   m. Previous Plaza and Lane ID – Identifies the last plaza and lane where a transaction that can be identified to a specific customer occurred. For AVI transactions, this information is read from the transponder. For cash or video image transactions, this shall be blank.
   n. Previous Date and Time (msec) – Provides the time to the millisecond associated with the Previous Plaza and Lane information above.

o. Toll Attendant Employee ID – For lanes employing manual toll collection, the Toll Attendant shall be identified in the message. For lanes that do not have a Toll Attendant, the lane shall carry a unique ID that indicates it is unattended and serve as an employee ID for equipment.

p. Tour (Fund) ID – A discrete number that identifies the cash fund (deposit) associated to the collector or device for unattended operations and written to each transaction at the lane.

q. ACM Vault ID's – For toll lanes equipped with an ACM, these fields provide the number that uniquely identifies the coin vaults in the ACM at the time of the ACM transaction. For lanes operating without an ACM in service, for example an ACM lane with an attendant on duty, this field is blank or not provided.

r. Line of Business – This field indicates the business enterprise source of the revenue transaction generated (i.e. merchant type, such as toll (CFX/Osceola Co.), toll interoperability partner, parking, other m-commerce, etc.).

s. Transponder ID – This is the ID for an AVI transaction that specifies the transponder used to generate the transaction. The transponder ID may be linked to an AVI account ID at the BOS/CSC.

t. Issuing Agency – Field indicating the Agency/Group code associated with the Transponder ID. This information indicates whether the transponder is an E-PASS® transponder, SunPass, or other types that are accepted under the Interoperability Agreement. This allows for the application of business rules associated with interoperability agreements.

u. Issuing State – Field indicating the State/Region code associated with the Transponder ID. This indicates which state issued the transponder.

v. Transponder State Code – This field provides the state associated with the transponder and is different from the Issuing Agency.

w. Internal Serial Number – This field is the numeric value used by the transponder manufacturer to uniquely identify the transponder.

x. Vehicle License Plate read confidence level – This field will be populated any time an optical character recognition (OCR) is performed on the captured image.

y. Class by Toll Attendant– This is the vehicle classification as determined by the Toll Attendant for cash transactions. If there is a collector on shift, but the collector does not classify the vehicle, a value of "00" (zero zero) should be placed in the field and the appropriate exception code should be generated. This will allow an exception criterion to be established so that these transactions can be readily identified and reviewed during the audit process.

z. Class by AVC Post-Class – This is the vehicle classification as determined by the automatic vehicle post-classification system (AVC). The information reported in this field should indicate the classification of the vehicle. If the AVC derives a value that is outside the expected range, a default value for the lowest vehicle class should be populated and a corresponding exception code should indicate that the default value was used.

aa. Class by Overhead Laser Scanning Device – Vehicle class based on laser scanner device output.

bb. Class by Transponder File – This field, which is obtained from the Transponder File, indicates the vehicle class type assigned to the transponder. This field will be populated and identified

on an exception basis, i.e. when there is a discrepancy between the AVC post-class and the transponder class. A corresponding exception code will be generated.

cc. Transponder POSI List Status – This field indicates the name of the POSI List that is/was in effect at the time of the transaction, and the status of the transponder per that POSI List.

dd. Image ID – Identifier of the image, or images if more than one image, associated with the vehicle.

ee. OCR Result – Plate number, type and state resulting from OCR process.

ff. Image File Location – Location of the image in the file.

gg. Lane Operational Mode – Indicates mode of operation that a lane is in (open-normal, open-degraded, closed, stand-by, maintenance, special event).

hh. Roadside Controller Status – This field indicates if the roadside controller is operating outside of a "normal" mode.

ii. AVC Status – This provides information on the status of the AVC subsystem. If there is an AVC failure, this will be used as an exception criterion to be reviewed during the audit process.

jj. AVI Status – This field (or an equivalent) provides information on the status of the AVI subsystem. If there is an AVI failure, this will be used as an exception criterion to be reviewed during the audit process. These statuses may include, but are not limited to, an AVI Reader failure, AVI Write failure, and reader confirmation.

kk. ACM Status – This field provides information on the status of the ACM equipment. These failures include, but are not limited to, reader failure, coin processor out of order, sorting disk jam, escrow jam, and communication failures.

ll. Manual Lane Terminal Status – This field provides information on the status of the touch screen MLT. These statuses shall include touch-screen manual lane terminal normal, not present, or failure state(s). The failure statuses are to be further defined during design.

mm. Receipt Printer – This field provides information on the status of the receipt printer. These statuses include but are not limited to receipt printer normal, not present, or failure state(s). The failure statuses are to be further defined during design.

nn. Patron Toll Display Status – This field provides information on the status of the patron toll display (PTD). These statuses shall include PTD normal, not present, or failure state(s). The failure statuses are to be further defined during design.

oo. Violation Enforcement System Status- This field provides information on the status of the Violation Enforcement System (VES). The statuses shall include at a minimum VES normal. VES failure, VES not present, and VES illumination working or not working. The failure statuses are to be further defined during design.

pp. Exception Code – This field identifies transactions where traffic and/or revenue are recorded under "other than normal" conditions. Exception codes may indicate vehicle classification differences, revenue variances or other items of interest for the audit and reconciliation process. In addition, certain exception codes are associated with a VES image to be captured and retained.

Appendix C: State of Florida Interoperability Technical Interface Specification

Note: The interoperability technical interface specifications defined herein are subject to change.

State of Florida

Interoperability Technical Interface Specification

Records and Files Interface Specification

Exhibit A

Version 3.0
October 4, 2011

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Introduction

This document is Exhibit A of the Interoperability Agreement and provides the descriptions, formats and record content of toll data necessary for electronic toll collection interoperability among various tolling agencies within the State of Florida. This document includes those specifications that are common to all Florida Interoperable Home Agencies; additional Exhibits specify requirements that are particular to Client Agency arrangements and any individual arrangements between Agencies. This document does not specify requirements for any e-Commerce interoperability. Interoperability specifications for parking at the Orlando International Airport are contained in "OOCEA-FDOT Airport Parking, Internal Processing Requirements Document", version 1.3.3 dated November 29, 2004.

Interoperability requires agencies to read from and write to transponders that have been issued both in-house and by other agencies in a consistent manner so drivers enjoy seamless travel throughout the State and public confidence in the electronic toll collection program is not adversely affected. Interoperability also requires agencies to exchange transaction and informational data to ensure accurate and timely customer feedback, customer account processing and agency revenue distribution.

The two primary components of interoperability are the real time interaction with transponder devices at the lane level and the exchange of records for processing at the host level.

For the purpose of interoperable file interchange as specified in this document, each participating agency is designated as one or more of the following agency types:

- Home Agency - An interoperable toll agency that issues transponders and services transponder-based prepaid accounts. A Home Agency may also act as a Servicing Agency if the agency provides support services to another interoperable Client Agency.

- Servicing Agency - An interoperable Home Agency that provides support services for another interoperable Client Agency. A Servicing Agency interfaces directly with other Home Agencies for interoperable file interchange on behalf of its Client Agency. A Servicing Agency merges the Transponder List and Plaza Information File received from other Home Agencies and sends a single Transponder List and Plaza Information File to its Client Agencies. Similarly, a Servicing Agency will gather financial transactions from its Client Agencies, merge these with its own transactions and send a single file to the appropriate Home Agency.

- Client Agency – An interoperable toll agency that does not issue transponders or service transponder-based prepaid accounts. A Client Agency does not interface directly with

other interoperable agencies, but relies on its Servicing Agency for file interchange with other Home Agencies.

Each Home Agency is assigned a numeric code which is used to identify the Home Agency that issued the transponder and/or initiated a file transfer. FTE is the coordinating agency for assignment of Agency/Group codes within Florida. The Agency Codes currently accepted by the interoperable Florida agencies and the Agency's role are indicated below. Note that only Home Agency Codes are applicable for transponder interaction, while other codes may be used in file naming conventions.

TABLE 1 – Agency/Group Codes

Agency Code	Agency	File Directory Name	Agency Designation
01	Florida Turnpike Enterprise	FDOT	Home Agency for SunPass, Servicing Agency for Miami-Dade Expressway Authority
02	Florida Turnpike Enterprise		Reserved for Future Use
03	Lee County DOT	LEEWAY	Home Agency for LeeWay
04	Lee County DOT		Reserved for Future Use
05	Orlando Orange County Expressway Authority	OOCEA	Home Agency for E-PASS and O-Pass, Servicing Agency for Osceola County
06	Osceola County		Client Agency to OOCEA
07-09	Orlando Orange-County Expressway Authority		Reserved for Future Use
15	Miami-Dade Expressway Authority		Client Agency to Florida Turnpike Enterprise.
16	Miami-Dade Expressway Authority		Reserved for Future Use
17	Tampa Hillsborough County Expressway Authority		Client Agency to Florida Turnpike Enterprise
18	Tampa Hillsborough County Expressway Authority		Reserved for Future Use

The document is organized into the following sections:

- Transponder Interaction
- File Processing
- Financial Transactions
- Rebate Programs
- Plaza Information Records
- Transponder List
- Image Toll Processing
- Appendix A - FTE Reject Codes
- Appendix B - OOCEA/Lee County DOT Reject Codes
- Appendix C – Florida License Plate Type
- Appendix D - Florida Specialty License Plate Type Codes.

Transponder Interaction

All interoperable agencies are required to both read from and write to transponders that have been issued by all other interoperable agencies. This information is used to correctly process the transaction at the time of vehicle passage and at host processing. Much of the transponder information is included in financial records that are exchanged among agencies to ensure accurate revenue reimbursement and customer accounting.

1.1 Transponder Types

There are currently two communication protocols approved for interoperability within the State of Florida: Allegro and eGo®Plus. Each protocol utilizes unique physical address fields on the transponder for data communication with the reader. There may be several different physical transponder types using the same communication protocol, with differences in customer feedback features, transponder installation methods and whether the transponder must be permanently affixed to the vehicle. A single RF reader located at the tolling point is currently used to communicate with all specified types of transponders using either protocol.

TABLE 2 - Transponder Types

Transponder Type	Communication Protocol	Customer Feedback	Installation Method	Permanently Affixed to Vehicle
Type II Allegro	Allegro	None	Windshield	No
Type III Allegro	Allegro	LCD display, LED, audible tones	Windshield	No
Type IIB Allegro	Allegro	LED, audible tones	Windshield	No
Type IIE Allegro	Allegro	LED, audible tones	Windshield	No
Type II Allegro External Bumper	Allegro	None	Bumper	No
eGo® Plus® Windshield	eGo®Plus	None	Windshield	Yes
eGo® Plus® Bumper Mount	eGo®Plus	None	Bumper	Yes
eGo® Plus® Hard Case	eGo®Plus	None	Windshield	No

1.2 Transponder Number Assignment

The assignment of transponder numbers must be coordinated by the transponder manufacturer with each Home Agency to prevent future duplications. To date, the following assignments have been made as described in the table below.

TABLE 3 – Transponder Assignments

Transponder Type	FTE Number Range	OOCEA/Osceola Number Range	Lee County DOT Number Range
Type II Allegro	00000001-00999999		00000000-00080000
Type III Allegro	01000000-01999999		
Type IIB Allegro	02000000-03999999	00360000-01200000	00100000-14999999
Type IIE Allegro	04000000-06999999		
eGo® Plus® Hard Case	07000000-08999999	05000000-05999999	
eGo® Plus® Windshield	09000000-14999999	02000000-03999999	05000000-05200000
Type II Bumper Mount	15000000-15099999	15000000-15999999	00080001-00099999
eGo® Plus® Bumper Mount	15100000-15999999		
Test	16000000-16777216	16000000-16777216	

1.3 Allegro Transponder Page Layouts and Field Definitions

Transponders utilizing the Allegro communications protocol have up to three pages of information as described in the following sections.

1.3.1 Read-Only Page 0 (Physical page 7) Layout

This page contains information that uniquely identifies the transponder and its critical functional features and is programmed prior to release of the transponder to the customer. This page is read in the lane but is not written to in the lane. Values on this page may only be changed by the transponder's Home Agency and should remain unchanged after the transponder is issued to the customer.

Table 4 - Allegro Read-Only Page 0 Layout

Field Name	Number of Bits	ASCII Format	Value Range
Transponder Identification:			
Transponder Number	24	NNNNNNNN	'1 - 16777216'
Agency/Group Code	8	NNN	'01 – 99'
State/Region Code	8	NNN	'01 -99'
Vehicle Class	4	NN	'02 – 15' (not currently used)
Vehicle Type Code	4	NN	'00 – 15' (not currently used)
Revenue Type Code	4	NN	'01 – 06', 08 thru 15 (not currently used)
Transponder Features Code	16	N	Binary 0 or 1 for each feature
Password	18	Not used	Not used

Transponder Identification - This number uniquely identifies the transponder among all Interoperable Agencies by combining the transponder number assigned at manufacturing, the State/Region Code and the Agency Code.

Transponder Number - The transponder number uniquely identifies the transponder within the State/Region Code and Agency/Group Code. The transponder number is programmed at the manufacturing facility and assigned within number ranges as defined in Table 3.

Agency/Group Code - A code value identifying the Agency or Group that issued the transponder. See Table 1 for currently assigned Agency Codes.

State/Region Code - A code value identifying the State where the transponder's issuing agency is located. The State/Region Code value for Florida is '10'. Currently, the interoperable Florida toll agencies only process transponders with a State/Region Code value of '10'.

Vehicle Class - Vehicle Class equates to a number of axles within the toll rate structure and may be used by some agencies. The Vehicle Class obtained from the Transponder List is currently used in lane processing and the Vehicle Class present on the transponder itself is not used.

Vehicle Type Code - Vehicle Type Code identifies the characteristics and/or occupancy of the vehicle. This value is not used for interoperability purposes.

Revenue Type Code - Revenue Type code associates the transponder to the type of account established for the customer or to designate FTE specialty passes. The Revenue Type code obtained from the Transponder List is currently used for lane processing and the Revenue Type Code present on the transponder itself is not used.

Transponder Features Code – Transponder Features code identifies the Allegro transponder's audio and visual capabilities by transponder type and how the Read Only page 0 (physical page 7) was programmed. Bits are numbered from right to left. The setting of bits in this field must be coordinated among Interoperable Agencies to ensure proper lane processing and a consistent customer experience.

1.3.2 Allegro Transponder Features Codes

Table 5- Allegro Transponder Features Codes

Bit Number	Description
0	Unknown – Not used
1	Transponder fixed (Bumper mount)
2	Transponder has display
3	Transponder has beeper
4	Transponder has indicator lights
5	Information may not be displayed on Patron Toll Display (PTD)
6	Type IIb Transponder
7	Type IIe Transponder
8-13	Unassigned
14	Transponder's Read Only Page 0 (physical page 7) altered by Lee County in-lane equipment – No longer used as of March 2, 2009
15	Transponder's Read Only Page 0 (physical page 7) programmed by factory

Examples (bits are numbered from right to left):

- 1000000001011000 - indicates a Type IIb transponder with beeper and indicator lights where the Read Only page 0 (physical page 7) was programmed at the factory
- 0100000000000000 - indicates a Type II transponder (no display, beeper or indicator lights) where the Read Only page 0 (physical page 7) was altered by in-lane equipment

- 0000000001011000 - indicates a Type IIb transponder with beeper and indicator lights where the Read Only page 0 (physical page 7) was programmed by the issuing Authority using a Programmer device
- 1000000010011000 - indicates a Type IIe transponder with beeper and indicator lights where the Read Only page 0 (physical page 7) was programmed at the factory.

Password - The Password field is is set to the value zero on transponders issued by Florida Interoperable Agencies.

1.3.3 Read-Write Page 1 (Physical page 10) Layout

This page is read as the transponder enters the RF zone and is updated and written to before the transponder leaves the RF zone. The information read from the transponder relates to the transponder's previous passage and is replaced by writing current passage information to the transponder, based on lane processing and business rules. This information is used in forming the financial transaction records as specified in Section 4.0. The ASCII values are converted to binary before writing the information to the transponder.

Table 6 - Allegro Read-Write Page 1 Layout

Field Name	Number of Bits	ASCII Format	Value Range
Current Balance	17	NNN.NN	'000.00'
Last Toll Amount	13	NN.NN	'00.00'
Vehicle Transit Information			
Transaction Identification	14	NNNN	'0 to 8191'
Plaza Code	17	NNNNNN	'000000 to 131071'
Lane Number	7	NN	'00 - 99'
Lane Type Code	4	NN	'01 to 15'
Transit Date	15	DDMMYY	Encoded
Transit Time	17	HRMISS	Encoded
Message Flags			
Low Battery	1	N	'0' or '1'
Insufficient Funds	1	N	Set to zero
Low Balance	1	N	'0' or '1'
Invalid Transponder	1	N	'0' or '1'
Pass Used	1	N	'0' or '1'
Credit Serial Number	8	NNN	'000' or '255'
Anti-Passback Code	2	N	0, 1 or 2

Field Name	Number of Bits	ASCII Format	Value Range
Migration Flag	1	N	'0'
Alternate Display Page Flag	1	N	'0' or '1'
Not used	7	Not used	Set to zeros
Low Balance	1	N	'0' or '1'
Invalid Transponder	1	N	'0' or '1'

Current Balance - This field is no longer used and the value written to the transponder before it leaves the RF zone should always be zero.

Last Toll Amount - This field is no longer used and the value written to the transponder before it leaves the RF zone should always be zero.

Vehicle Transit Information – When the page is read as the transponder enters the RF zone, the values in these fields relate to the transponder's previous passage. When the page is written to before the transponder exits the RF zone, the values in these fields relate to the current passage.

Transaction Identification Number - Four (4) digit number that corresponds to the value recorded in the Message Sequence Number field in the financial record.

Plaza Code – Six (6) byte numeric value identifying a specific Toll Plaza where the transaction occurred. A Plaza Number must be included in the Plaza Information File to be valid.

Lane Number - Two (2) byte numeric field that identifies the lane in which the transaction occurred.

Lane Type Code –The Lane Type Code is written to the transponder as a binary value and recorded in the generated financial record as an alphabetic character. Lane Type Codes must be coordinated among all interoperable agencies. Current acceptable codes are below.

Table 7 - Lane Type Codes

Lane Type Name	Code Value Written to Transponder	Code Value in Financial Record
Manual Non-Ticket (Barrier) AVI Lane	1	B
Automatic Coin Machine	2	C

Lane Type Name	Code Value Written to Transponder	Code Value in Financial Record
Non-Ticket Dedicated AVI Lane	3	D
Non-Ticket Express or Open Road Tolling AVI Lane	4	S
Ticket Manual Entry AVI Lane	5	N
Ticket Automatic Entry AVI Lane	6	E
Ticket Manual Exit AVI Lane	7	X
Ticket Dedicated Entry AVI Lane	8	Y
Ticket Dedicated Exit AVI Lane	9	Z
Ticket Express Entry Lane	10	S
Ticket Express Exit Lane	11	S
SunPass Only AVI Ramp	12	R
Variable Pricing Managed Lane	13	H
Available for Future Use	14	
Available for Future Use	15	

Transit Date - The Transit Date is a binary encoded value on the transponder. The 'Year' value is computed by subtracting the base year '1995' from the current calendar year.

Table 8 – Transit Date Encoding

Field Name	Number of Bits	ASCII Format	Value Range
Day	5	NN	'1 to 31'
Month	4	NN	'1 to 12'
Year	6	NN	'0 to 63'

Transit Time - The Transit Time is a binary encoded value on the transponder.

Table 9 – Transit Time Encoding

Field Name	Number of Bits	ASCII Format	Value Range
Hour	5	NN	'0 to 23'
Minute	6	NN	'0 to 59'

Second	6	NN	'0 to 59'

Message Flags - The information read from the transponder as it enters the RF zone relates to the transponder's previous passage. The current vehicle transit information is written to the transponder before it exits the RF zone, and relates to the current passage, except as specifically noted below.

Low Battery - When the transponder is activated as it enters the RF zone, a self diagnostic check is performed to determine the transponder's battery condition. If a low battery condition is detected, the value in this field is written as '1'; if no low battery is detected, a value of '0' is written to this field. The value recorded in the financial record is the same as the value written to the transponder.

Insufficient Funds - The value written to the transponder before it leaves the RF zone should always be "0", regardless of what value is read from the transponder.

Low Balance - The value written to this field is based on the value assigned to the transponder on the Transponder List. Where the Low Balance flag on the Transponder List is 'Y', the value in this field is '1'; where the Transponder List value is "N", the value written to the transponder is '0'.

Invalid Transponder - The value written to this field is based on the transponder's Status and Revenue Type Code in the Transponder List.

Table 10 - Invalid Transponder Field Values

Invalid Transponder Field Value	Transponder Status	Transponder Revenue Type Code
0	01	01 – 04
1	01	05 – 06
1	02 – 04	01 – 06

Pass Used – The value written to this field is "0", except where the current transit is authorized by the purchase of a valid annual specialty pass. FTE is currently the only interoperable agency that writes a value of '1' to this field.

Credit Serial Number - The value written to this field is based on the Transponder List. Where the transponder's Revenue Type on the Transponder List is "01", a value of "255" is written to the transponder in this field; a value of "000" is written to the transponder if the transponder's Revenue Type on the Transponder List is other than "01".

Anti-Passback Code - The value written to the transponder before it leaves the RF zone is always set to '02' for interoperable non-ticket lanes. The value initially read from the transponder as it enters the lane's RF field is the value recorded in the financial record.

Table 11 - Anti-Passback Codes (Transponder)

Lane Type	Anti-Passback Code
New Transponder	0
FTE Ticket Entry Lanes	1
FTE Ticket Exit Lanes	2
All Non-Ticket Lanes	2
Not Used	3

Migration Flag - The value written to the transponder before it leaves the RF zone is "0", regardless of what value is read from the transponder.

Alternate Display Page Flag – This field is only used for Type III Allegro transponders with available visual LCD displays and is used to indicate if physical page 6 has previously been created. Physical page 6 is created the first time a Type III transponder is seen in any interoperable toll lane after May 2009 to change the display messages. If the value of '0' is read in this field when the transponder enters the RF zone, the message 'PAYMENT APPROVED' must be written to the transponder's physical page 6. In this case, the value written to the transponder before it leaves the RF zone will be '1' if the 'PAYMENT APPROVED' message was successfully written to page 6. If the value of '1' is read when the transponder enters the RF zone, no update to this transponder field occurs.

1.3.4 Alternate Display Page (Physical page 6) Layout

This page is used by the transponder reader in the GENACK process to indicate what visual LCD messages are displayed for Type III Allegro transponders. In May 2009, FTE changed from the customer's balance being carried on the transponder to a host computer based balance. As a result, the visual messages that are displayed on Type III transponders also changed. The first time a Type III transponder is seen in a lane after May 16, 2009, the Alternate Display Page Flag bit on Physical page 10 will be '0' as the transponder enters the RF zone. As the page is written before the transponder exits the RF zone, the message 'PAYMENT APPROVED' will be written to the transponder's physical Page 6 and the Alternate Display Page Flag on physical page 10 value will be changed to '1'.

Table 12 – Allegro Alternate Display Page (Physical Page 6) Layout

Alternate Display Page 1 (physical page 6)	Programmable by	Number of Bits	ASCII Format	Value Range
Message	Lane Controller	128	AAA ... A	'PAYMENT APPROVED'

Dependent on the transponder's status on the Transponder List at GENACK, either "PAYMENT APPROVED" from Page 6 will be displayed or the appropriate "INVALID" bit will be set in the GENACK. "INVALID" is a hard coded message programmed into the transponder's ASIC chip and is activated by an appropriate bit in the GENACK message. The "INVALID" message is activated at interoperable toll lanes when the transponder's Status is other than "01" (active) at any interoperable lane. In addition, the "INVALID" message is activated at all interoperable non-FTE lanes when the transponder's Revenue Type Code is "05" or "06".

1.4 eGo®Plus Transponder Page Layouts and Field Definitions

Transponders operating with the eGo®Plus communications protocol use two pages of information, regardless of the physical transponder type. Both windshield (sticker) and hardcase eGo® Plus® transponders use the same page layout.

1.4.1 Read-Only Page A (Physical Page 0)

This page is programmed by the manufacturer prior to release of the transponder to the agency and contains information that uniquely identifies the transponder and its critical functional features. This page is read in the lane but is not written to. Values on Page A are not changeable by any agency.

Table 13 - eGo® Plus® Read-Only Page A Layout

Read-Only Page A (physical page 0)	Number of Bits	ASCII Format	Value Range
High order CHECKSUM	4	H	
Manufacturer Use	4	H	'4'
Transponder Features Code	8	NNNNNNNN	0 or 1 for each bit
State Code	8	HH	'10' (Florida)
Agency/Group Code	8	HH	'01 – 99'
Transponder Number	24	NNNNNNNN	'1 to 16777216'

Read-Only Page A (physical page 0)	Number of Bits	ASCII Format	Value Range
Low Order CHECKSUM	8	HH	

High Order CHECKSUM – Four (4) bits concatenated with the low order eight (8) bits to form a twelve bit checksum. The CHECKSUM provides assurance that the transponder page has been read accurately in the lane. The CRC polynomial being calculated is:
CRC-12_Poly = X^12 + X^11 + X^3 + X^2 + X^1 + 1

Manufacturer Use - Four bits with the bit value '0100' used by the transponder manufacturer for transponder control.

Transponder Features Code - The Transponder Features Code on the eGo®Plus identifies the transponder's communication protocols, the ASIC generation used in its manufacture and its audio/visual operating characteristics. This field is eight bits in length with the bits numbered from right to left. Bit numbers are provided in the Bit column below from left to right, to coincide with the Bit Value generated.

Table 14 - eGo® Plus® Transponder Features Codes

Bit Number 6 and 0 value	Communication Protocol
00	SeGO and eGO enabled with SeGO dominant beginning with transponder number: 09000000-0110 - eGo®Plus Windshield 15100000-0110 - eGo®Plus Bumper mount
01	SeGO, eGO and ATA enabled with SeGO dominant
10	Reserved for future communication protocol
11	Reserved for future communication protocol

Bit Number 3, 2, 1 Value:	ASIC Generation used in Manufacture
000	First generation ASIC used in manufacture
001	Second generation ASIC used in transponder manufacture
010	Reserved to indicate future third generation ASIC release
011	Reserved to indicate future fourth generation ASIC release

Bit Number 3, 2, 1 Value:	ASIC Generation used in Manufacture
100	Reserved to indicate future fifth generation ASIC release
101	Reserved to indicate future sixth generation ASIC release
110	Reserved to indicate future seventh generation ASIC release
111	Reserved to indicate future eighth generation ASIC release

Bit Number 4 and 5	Reserved for Future Use

Bit Number 7 Value	Transponder Signaling
0	Transponder does not have audio or visual signaling capability
1	Transponder has a battery and provides audio tones and/or visual LED indicator

Examples (bits are numbered from right to left):

- 00000000 - indicates an eGo®Plus transponder with first generation ASIC with SeGO and eGO protocol enabled and SeGO protocol dominant
- 00000001 - indicates an eGo®Plus transponder with first generation ASIC with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant
- 00000011 - indicates an eGo®Plus transponder with second generation ASIC with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant
- 00000101 - indicates an eGo®Plus transponder with third generation ASIC with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant
- 00001001 - indicates an eGo®Plus transponder with fifth generation ASIC with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant
- 10000011 - indicates an eGo®Plus transponder with second generation ASIC with a battery, LED indicator and/or capable of generating audio tones with SeGO, eGO and ATA protocols enabled and SeGO protocol dominant

- 11001000 - indicates a transponder with a future communication protocol with a future fifth generation ASIC with a battery, LED indicator and/or capable of generating audio tones

State/Region Code - A code value identifying the State where the transponder's issuing agency is located. The State/Region Code for Florida is '10'. Currently, the interoperable Florida agencies only process transponders with a State/Region Code value of '10'.

Agency/Group Code - A code value identifying the Agency or Group that issued the transponder.

Transponder Number - The transponder number uniquely identifies the device within the State/Region Code and Agency/Group number. The transponder number is programmed at the manufacturing facility.

Low Order CHECKSUM – The low order checksum eight bits are concatenated with the high order four bits to form a twelve bit checksum.

1.4.2 Read/Write Page B (Physical page 10)

This page is read as the transponder enters the RF zone, is updated and written to before the transponder leaves the RF zone. The information read from the transponder relates to the transponder's previous passage and is replaced by writing current passage information to the transponder, based on lane processing and business rules. This information is used in forming the financial transaction records as specified in Section 4.0.

Table 15 – eGgo® Plus® Read-Write Page B Layout

Read-Write Page B	Number of Bits	ASCII Format	Value Range
Transaction ID Number	13	NNNN	'0 to 8191'
Plaza Code	17	NNNNNN	'000000 to 131071'
Transit Date	15	YYMMDD	Encoded
Transit Time	17	HRMISS	Encoded
Anti-passback Flag	2	NN	00 to 02

Transaction Identification Number – Four (4) digit number that corresponds to the value recorded in the Message Sequence field in the financial record. For eGo®Plus transponders, this value is generated by the E6 Reader. The transaction ID number indentifies the E6 unit interacting with the transponder and a sequence number within the value range 0 thru 255.

This number is used to link the transponder information to the associated reported financial record.

Table 16 - eGo® Plus® Transaction Identification

Field Name	Number of Bits	Value Range	Description
E6 Number	5	0 – 31	Number assigned to the E6 Reader within a grouping and sent to the E6 by the lane controller when the E6 is powered on.
Variable	8	0 – 255	Value incremented by one by the E6 reader for each transponder with which it interacts. Value rolls over to 0 to remain within the value range 0 thru 255.

Plaza Code - Six (6) byte numeric value identifying a specific Toll Plaza where the transaction occurred. A Plaza Number must be included in the Plaza Information File to be valid.

Transit Date - The Transit Date is a binary encoded value on the transponder. The 'Year' value is computed by subtracting the base year '1995' from the current calendar year.

Transit Time - The Transit Time is a binary encoded value on the transponder.

Anti-Passback Flag - The value initially read from the transponder as it enters the lane's RF field is the value recorded in the financial record. The value written to the transponder before it leaves the RF zone is based on the lane type of the current passage.

File Transfer Protocol and Connectivity

File transfers between Interoperable Agencies will utilize either FTP or SFTP, with SFTP being the preferred protocol. If FTP communication is used, a separate account level log-in with separate password is required for each Agency. Each Interoperable Agency may require written agreements to be executed to allow another Agency access to its system for file transfer purposes.

If the Interoperable Agency has access to the State of Florida's MFN (My Florida Network), file transfers should use this resource rather than the Internet.

1.5 File Naming Conventions

All files exchanged among interoperable Florida toll agencies follow the same file naming format.

For files in their non-zipped format, a four (4) byte alphabetic prefix identifies the type of content in the file. Following the prefix is the file's generation date and time using YYYYMMDD_HHMI format. The file extension identifies the two (2) digit agency code that created the file and a one (1) digit number that will indicate the daily numeric sequencing of the file type. If a file is created only once per day or rarer, the numeric sequence will be set to '0'. Alternative file extensions will be appended to designate that the file has been returned with file formatting errors or rejected records.

As an example: tttt_yyyymmdd_hhmi.NNn indicates the following:

Table 17 – File Name Definitions

Field	Description
tttt	File Type Prefix as defined in Table 19.
yyyymmdd_hhmi	Date and time of the file creation, where 'yyyy' is the four (4) digit year, 'mm' in the two (2) digit month, 'dd' is the two (2) digit day, 'hh'; HH is the hour in 24 hour format, and 'mi' is the two (2) digit minutes. For weekly and monthly files this field will be yyyymmdd_yyyymmdd indicating the beginning and ending date of the records contained in the file.
NN	Two (2) digit Agency Code of the Agency that created file as specified in Section 1.0.
n	'0' indicates a file type that is only produced once a day or rarer '1' – '9' indicates the numeric sequencing of a file type that is produced multiple times within the calendar day. Examples: Plaza files are only created once a day, so they will

Field	Description
	end with a '0'. 9010 Transaction files are created twice a day, so the first file of the day will end with '1' and the second file of the day will end with '2'.
_bbb (will be appended to the original filename)	"_ERR" if file contains rejected records "_REJ" if entire file is rejected

Zipped files will all have the extension of "ZIP" in lieu of the "NNn" file extension. All other fields after the file creation date and time of the files contained within the ZIP file will be dropped. As an example: tttt_yyyymmdd_hhmi.ZIP contains the zipped file of the file described above.

Directory Structure - In order to maintain consistency for file transfers among interoperability partners, the following OpenVMS logicals were defined to support all file transfers. Depending on the nature of the file transfers (push/pulls), creation of all the directories may not be necessary.

Table 18 – File Directory Structure

Logical	Purpose
agencyname_INCOMING_TRANSFER	Working directory to contain files while they are being copied/FTP'd.
agencyname_INCOMING_READY	Files in this directory are ready to be processed.
agencyname_INCOMING_PROCESSED	Files in this directory have already been processed. This directory may not be used depending on the receiving agency's internal processing.
agencyname_INCOMING_ERROR	Files in this directory are error and reject files.
agencyname_INCOMING_REPORTS	Files in this directory are report files.
agencyname_OUTGOING_TRANSFER	Working directory to contain files while they are being copied.
agencyname_OUTGOING_READY	Files in this directory are ready to be pulled by the receiving agency.
agencyname_OUTGOING_PROCESSED	Files in this directory have been pulled from the READY directory by the receiving agency.
agencyname_OUTGOING_ERROR	Files in this directory are error and reject files ready to be pulled by the receiving agency.

Logical	Purpose
agencyname_OUTGOING_REPORTS	Files in this directory are report files ready to be pulled by the receiving agency.

Note: The OUTGOING directories will not be necessary when all files are Pushed unless it aids an agency's internal processing.

1.6 File Types

There are two main types of files exchanged among interoperable agencies: data files and report files.

1.6.1 Data Files

Data files contain financial transactions, non-financial transactions and Information records. Report files are generated by file batch, daily, weekly and/or monthly to provide summary information that corresponds to financial transaction data files.

Table 19 – Data Files

File Prefix	File Content	Type of File
DISC	Rebate Transactions	Transaction - Financial
ITCK	9401 Ticket Transactions	Transaction – Financial
ITRN	9410 Non-Ticket Transactions	Transaction – Financial
IVFX	Initial Violation File	Transaction - Non-Financial
NODS	No Discount Transponder List	Information
PLAZ	Plaza Information File	Information
POSI	Transponder List	Information
PVFX	Processed Violation File	Transaction - Non-Financial
TICK	9001 Ticket Transactions	Transaction – Financial
TRAN	9010 Non-Ticket Transactions	Transaction – Financial
VLEF	Vehicle License Exchange File	Information

1.6.2 Error and Reject Files

Financial transactions or other data records that are rejected by the receiving agency will be returned to the originating agency. The complete record will be in the same format as the

original record with a two (2) or three (3) byte field appended to the end containing the reason for non-acceptance. See Appendix B for a list of FTE Reject Codes and Appendix A for a list of OOCEA/Lee County DOT Reject Codes.

If an entire file is rejected, a new file will be created with the "_REJ" extension added to the file extension. The "_ERR" extension will be added to the file extension if processing errors occurred only on specific records. In this case, the error file will contain only the rejected records.

1.6.3 Report Files

Transaction file processing results are reported by three different points of view or report types. See Appendix E for Sample Reports.

Table 20 – Report Files

Report Type	Report Title	Type of Data Reported
PLZ	PLAZA SUMMARY REPORT	Reports transaction counts per plaza for a time period.
REC	REJECTION SUMMARY REPORT	Reports summary counts of rejected transactions. For the TRAN and TICK report, it also reports on payable versus non-payable transactions.
SUM	BATCH SUMMARY REPORT	Reports summary counts of transactions processed per batch for a time period.

Report Files, their naming conventions, and the frequency by which they are run are detailed below.

Table 21 – Report Files Frequency

Report File	Report File Name	Frequency
ITRN_PLZ	ITRN_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	ITRN_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	ITRN_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	ITRN_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files

Report File	Report File Name	Frequency
ITRN_REC	ITRN_REC_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	ITRN_REC_yyyymmdd.aan	per file (2 per day) - loaded files
ITRN_SUM	ITRN_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	ITRN_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	ITRN_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	ITRN_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files
IVFX_PLZ	IVFX_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - generated files
IVFX_REC	IVFX_REC_yyyymmdd_hhmm.aan	per file (2 per day) - generated files
IVFX_SUM	IVFX_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - generated files
TICK_PLZ	TICK_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	TICK_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TICK_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	TICK_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files
TICK_REC	TICK_REC_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TICK_REC_yyyymmdd.aan	per file (2 per day) - loaded files
TICK_SUM	TICK_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	TICK_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TICK_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	TICK_SUM_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files
TRAN_PLZ	TRAN_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	TRAN_PLZ_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TRAN_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - generated files (not FTE)
	TRAN_PLZ_yyyymmdd_hhmm.aan	per file (2 per day) - loaded files

Report File	Report File Name	Frequency
TRAN_REC	TRAN_REC_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files
	TRAN_REC_yyyymmdd.aan	per file (2 per day) - loaded files
TRAN_SUM	TRAN_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - generated files (not FTE)
	TRAN_SUM_yyyymmdd_yyyymmdd.aan	weekly/monthly - loaded files

1.7 File Transfer Process

The interoperability partners have agreed that the preferred method of file transfers will be for the originating agency to Zip, then Push all files to the receiving agency. However, due to constraints during the initial development of the interfaces, there is currently a mixture of zip/unzipped and Push (FTP put) /Pulls (FTP get). All new file exchanges will follow the agreed to standard (Zip/Push). Pre-existing file exchanges not conforming to the newer standard will be converted as resources are available.

The following table defines the terminology used for the tables that follow below.

Table 22 – File Transfer Terminology

File Transfer Method	Description
Pushed	Originating Agency Pushes the file to the Receiving Agency.
Not Pushed	Receiving Agency must Pull the file from the Originating Agency.
Zipped	Originating Agency has zipped the file.
Not Zipped	Originating Agency has not zipped the file.

The following tables define the method of transfer for the different types of files exchanged. The tables are oriented by the point of view of the originating agency.

Table 23 – Data File Transfer Method

	Originated by FTE	Originated by LEEWAY	Originated by OOCEA
File Type	Received by LEEWAY / OOCEA	Received by FTE / OOCEA	Received by FTE / LEEWAY
DISC	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
ITCK	N/A	N/A	N/A
ITRN	Pushed	Pushed	Pushed

	Originated by FTE	Originated by LEEWAY	Originated by OOCEA
File Type	Received by LEEWAY / OOCEA	Received by FTE / OOCEA	Received by FTE / LEEWAY
	Zipped	Zipped	Zipped
IVFX	Pushed Zipped	Pushed Zipped	Pushed Zipped
NODS	Not Pushed Not Zipped	N/A	N/A
PLAZ	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
POSI	Not Pushed Zipped	Pushed Not Zipped	Pushed Not Zipped
PVFX	Pushed Zipped	Pushed Zipped	Pushed Zipped
TICK	Not Pushed Not Zipped	N/A	N/A
TRAN	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
VLEF	Pushed Zipped	Pushed Zipped	Pushed Zipped

Table 24 – Report File Transfer Method

	Originated by FTE	Originated by LEEWAY	Originated by OOCEA
Report Name	Received by LEEWAY / OOCEA	Received by FTE / OOCEA	Received by FTE / LEEWAY
ITRN_PLZ	Pushed Zipped	Pushed Zipped	Pushed Zipped
ITRN_REC	Pushed Zipped	Pushed Zipped	Pushed Zipped
ITRN_SUM	Pushed Zipped	Pushed Zipped	Pushed Zipped
IVFX_PLZ	n/a	Pushed Zipped	Pushed Zipped
IVFX_REC	n/a	Pushed Zipped	Pushed Zipped
IVFX_SUM	n/a	Pushed Zipped	Pushed Zipped
PVFX_PLZ	n/a	* See Note	
PVFX_REC	n/a	* See Note	n/a

	Originated by FTE	Originated by LEEWAY	Originated by OOCEA
Report Name	Received by LEEWAY / OOCEA	Received by FTE / OOCEA	Received by FTE / LEEWAY
PVFX_SUM	Pushed Zipped	* See Note	n/a
TICK_PLZ	Not Pushed Not Zipped	n/a	n/a
TICK_REC	Not Pushed Not Zipped	n/a	n/a
TICK_SUM	Not Pushed Not Zipped	n/a	n/a
TRAN_PLZ	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
TRAN_REC	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped
TRAN_SUM	Not Pushed Not Zipped	Pushed Not Zipped	Pushed Not Zipped

* Note: File name of the IVFX reports are renamed to PVFX for FTE and Pushed and Zipped. The contents of the report are the same as the IVFX reports.

1.8 File Transfer Processing Flow

The current file transfer process is based on OpenVMS directory structures and logicals, since the initial interoperability partners were using OpenVMS at the time interoperability was established. A different file transfer methodology may be required in the future to communicate with any new interoperable Agency that is not using an OpenVMS operating system.

The File Transfer Process is designed to include a means by which a file cannot be processed by the receiving agency until it is fully copied or transferred. At the most basic level, the originating agency copies/ftp's the file to an interim directory (TRANSFER), and then renames it to the final directory (READY). This forces a file to be "inaccessible" to a receiving process until the copy is totally completed. A "rename" in OpenVMS is extremely fast while the data copy itself may take minutes depending on file size and connection speed.

When Pushing files, the originating agency will transfer the file to the INCOMING_TRANSFER directory on the receiving agency's server. When the ftp/copy is completed, the file will be renamed to the INCOMING_READY directory on the receiving agency's server. This way, the receiving agency can simply scan its INCOMING_READY directory and process any file that is present.

Once the receiving agency has processed the file, it should be moved to a Processed/Archive directory. If the file is moved to a Processed/Archive directory, it minimizes the opportunity for an individual file to be processed more than once.
When a receiving agency has Pulled a file from the originating agency's server, it should rename the file to the OUTGOING_PROCESSED directory on the originating agency's server to prevent processing the file again. This is important as it provides input to the originating agency that the file has been pulled.

The summary record in each file is used by the receiving agency to verify a complete file transfer. All Data File types must be processed by the receiving agency even if the file missed a scheduled transfer time, since the nature of the data in these types of file does not allow them to be skipped. However, if an Information File type is not available according to the transfer schedule, the receiving agency may proceed with its internal processing using the last file received from the originating agency with the option of processing the new file later.

1.9 File Transfer Timeline

Financial and Non-Financial Transaction and Information files are exchanged according to the schedule below. The timelines listed here are the deadline times by which a receiving agency expects to find a file ready for processing.
Files may be available prior to the times listed below. Any File Transfer failure should be reported to the receiving Agency's designated support personnel. If files are consistently missing their deadline times, the issue needs to be discussed among the interoperability partners.

Table 25 – File Transfer Time

File Name	File Description	Time
DISC	Monthly Rebate	Variable date and time based on the originating agency
ITCK	9401 Transactions	12:30 AM and 12:30 PM
ITRN	9410 Transactions	12:30 AM and 12:30 PM
IVFX	Initial Violation File	1:00 AM and 1:00 PM
NODS	No Discount Transponder File	Upon request
PLAZ	Plaza Information	1:00 AM
POSI	Transponder List	4:00 AM
PVFX	Processed Violation	5:00 AM and 5:00 PM
TICK	9001 Transactions	1:00 AM and 1:00 PM
TRAN	9010 Transactions	1:00 AM and 1:00 PM
VLEF	Vehicle License Plate Exchange	1:00 AM

1.10 File Standards

All files exchanged among Interoperable Home Agencies are required to comply with these specifications:

- All data file fields are in ASCII representation.
- The record formats described in the following sections describe the characteristics of the data when converted from binary format.
- All field sizes are in bytes.
- Alphabetic/alphanumeric fields must be upper case, left justified, and blank padded.
- Numeric fields are right justified, padded with leading zeroes.
- Line feed Records are terminated with a line feed character
- All file processing times will be in 24 hour time format.
- All revenue and rate amount fields will include an implied decimal between the second and third rightmost digits (Example: $11.55 is represented as '000001155').
- All data files will have a Trailer (Summary) Record as the last record of the file.
- The Trailer Record is required even if no data records are present.
- FTE will produce files in VMS Variable Record format. All other interoperable agencies will produce files in VMS Stream LF format.
- The binary ZIP format will be used for data files that are compressed prior to transfer.

Financial Transactions

Financial transactions are based on vehicle passage through a toll plaza and are exchanged among interoperable agencies to facilitate proper revenue transfer and maintain accurate customer records. Each agency groups these transactions by transaction type into files to be exchanged with other interoperable agencies.
While much of the data contained in the financial records is originated by the lane controller, each agency may revise the message prior to transmitting to other interoperable agencies in order to comply with the specifications described in this document.

There are three different types of financial records:

- A 9010 record is generated by all interoperable agencies for vehicle passage on their non-Ticket Systems. These records are exchanged in a TRAN file.
- A 9001 record is generated by FTE for vehicle exit passage on its Ticket System. FTE is the only interoperable agency originating this record type. These records are grouped and exchanged in a TICK file.
- A 9410 record is generated by all interoperable agencies to interchange I-Toll financial transaction information originating in non-Ticket lanes. These records are grouped and exchanged in a ITRN file.

Each financial record is preceded by a prefix that identifies the record type and originating source.

1.11 Financial Transaction Record Prefix Format

A financial record is prefixed with fields identifying the record type, sequence number, originating plaza, originating lane and vehicle passage date/time. The table below shows record prefix data fields for 9010, 9001, and 9410 financial transactions.

Table 26 – Financial Transaction Prefix Format

Field Name	Field Length in bytes	Format	Value Range
Message ID	4	NNNN	'9001', '9010', '9410'
Message Sequence Number	4	NNNN	0000 – 9999
Plaza Code	6	NNNNNN	Must be in Plaza Info File
Lane Number	2	NN	
Lane Type Code	1	A	
Collector/Supervisor ID	4	NNNN	0000 – 9999

Field Name	Field Length in bytes	Format	Value Range
Year, Day of Year, Time	13	YYYYDDDHHMISS	Julian Day, 24 Hour Time

Message ID - Four (4) byte numeric value which identifies the record type.

Message Sequence Number – Four (4) byte numeric field which corresponds to a sequence number generated by the lane controller to identify the transaction for the vehicle transit passage through the lane. This field is set to '0000' by all agencies other than FTE.

Plaza Code - The six (6) byte numeric value identifying the specific Toll Plaza at which this transaction occurred. A Plaza Number must be included in the Plaza Information File to be valid. This code is also written to the transponder.

Lane Number – Two (2) byte numeric field that identifies the lane in which this transaction occurred. The Lane Number is written to the Allegro transponder. However, a value is not written to the eGo®Plus transponder.

Lane Type Code – One (1) byte alphabetic field which identifies the lane type. The Lane Type code is written to the Allegro transponder as a numeric value. A value is not written to the eGo®Plus transponder.

Collector/Supervisor ID – Four (4) byte numeric field which may identify the Toll Collector in the lane, or the Supervisor that opened the lane. If not available from the lane controller, a value of "0000" may be used. If the employee ID is available, this field is populated with the right most four digits of the number. This field will be padded with leading zeroes to create a four digit number, or by truncating longer identification fields to the low order four bytes, as necessary.

Year, Day of Year, Time - This is the Julian date and 24 hour formatted time of the vehicle passage through the exit lane. The date/time is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the day of the year, HH is the hour, MI is the minutes and SS is the seconds. This date/time is also written to the transponder as an encoded value.

1.12 9010 Financial Transaction Detail Record

An interoperable 9010 record is generated by an interoperable agency for exchange with other interoperable agencies for every vehicle passage through a non-Ticket toll lane where a transponder is present and the transponder status is active on the Transponder List. The 9010 financial record body contains the following fields in the table below.

Table 27 – 9010 Transaction Detail Record

Field Name	Field Length in Bytes	Format	Value Range
Message Prefix	34	See section 4.1	'9010....'
Transponder Identification			
Transponder Number	8	NNNNNNNN	
Agency/Group Code	2	NN	'01' – '99'
State/Region Code	2	NN	'10'
Current Balance	6	SNNNNN	'+00000'
Toll Amount Collected	4	NNNN	
Toll Amount Charged	4	NNNN	
Toll Amount Full	4	NNNN	
Low Battery Flag	1	N	'0' – '1'
Transponder Status	1	N	'1' – '6'
Low Balance Flag	1	N	'0' – '1'
Insufficient Funds Flag	1	N	Set to zero
Credit Serial Number	3	NNN	'000' or '255'
Credit Update Flag	1	N	Set to zero
Anti-Passback Code	2	NN	'00' – '02'
AVC Class	2	NN	'02' – '15'
Vehicle Class Code	2	NN	'02' – '15'
Revenue Type Code	2	NN	'00' - '06'
Violation Code	2	NN	
Reader Confirmation Code	2	NN	
Pass Used Flag	1	N	
Vault ID	6	NNNNNN	Set to zeros

1.12.1 Sample 9010 File

```
9010000000000303C000020093351149550948681201l0+000000600060006000100000000020
20200000000000
9010000000000303C000020093351152450420712501l0+000000600060006000100000
0000202020000000000
9010000000000302B000020093351200580946301001l0+000000900090009000100000000030
20200000000000
9010000000000303C000020093351200590569919701l0+000001200120012000100000000040
20200000000000
```

```
9010000000000303C00002009335120104056104370110+000000600060006000100000000020
20200000000000
. . .
SUMM2009335123504000000089700000871000300246600000024660020093350000002009335
115959
```

1.13 9001 Financial Transaction Detail Record

An interoperable 9001 record is generated by the FTE toll system, for exchange with other Interoperable agencies, for every vehicle passage through a Ticket exit toll lane where a transponder is present and the transponder status is active on the Transponder List. Only FTE creates a 9001 record. The 9001 record body contains the following fields in the table below.

Table 28 – 9001 Transaction Detail Record

Field Name	Field Length in Bytes	Format	Value Range
Message Prefix	34	See Section 4.1	'9001...'
Entry Transaction Identification Number	4	NNNN	0 – 8191
Entry Plaza Code	6	NNNNNN	
Entry Lane Number	2	NN	
Entry Lane Type Code	1	A	
Entry Date	7	YYYYDDD	
Entry Time	6	HHMISS	
Ticket Serial Number	4	NNNN	'0000'
Transponder Identification			
Transponder Number	8	NNNNNNNN	
Agency/Group Code	2	NN	'01' - '09'
State/Region Code	2	NN	'10'
Not used	3	NNN	'000'
Manual Card Entry Indicator	1	N	'0'
Manual Ticket Entry Indicator	1	N	'0'
Current Balance	6	SNNNNN	'+00000'
Method of Payment	1	N	'2'
Revenue Type Code	2	NN	'00' – '06'
Toll Amount Full	5	NNNNN	
Toll Amount Charged	5	NNNNN	

Field Name	Field Length in Bytes	Format	Value Range
Toll Amount Collected	5	NNNNN	
Closed Lane Flag	1	N	'0' or '1'
Class Mismatch Flag	1	N	'0' or '1'
AVI Read Failure Flag	1	N	'0' or '1'
AVI Write Failure Flag	1	N	'0' or '1'
Vehicle in Lane Flag	1	N	'0' or '1'
Invalid Transponder Flag	1	N	'0' or '1'
Transponder Status	1	N	'1' – '4'
Low Battery Flag	1	N	'0' or '1'
Low Balance Flag	1	N	'0' or '1'
Insufficient Funds Flag	1	N	'0'
Credit Serial Number	3	NNN	'000' or '255'
Credit Update Flag	1	N	'0'
Anti-Passback Code	2	NN	'00' – '02'
AVC Class	2	NN	'02' – '15'
Vehicle Class Code	2	NN	'02' – '15'
Forward Treadle Count	2	NN	
Reverse Treadle Count	2	NN	
Ticket Type Code	1	N	'4'
Unusual Occurrence Code	2	NN	See Section 4.6
Reader Confirmation Code	2	NN	See Section 4.6
Pass Used Flag	1	N	'0'

1.13.1 Sample 9001 File

```
9001000000420008Z000020093440553008043004100 01Y2009344034435000000603458051 00
0000+000        0020201090010900109000001010000000000202000040000 0
9001000000420008Z000020093440552263157004161 01Y2009344053558000001079138051 00
0000+000002020040000400004000000101000000000050500004000 00
9001000000420008Z000020093432339040338004100 03Y2009343211618000015000524051 00
0000+000002020272502725027250000101000000000050500004000 00
. . . .
SUMM200934412080000000010940000830615000083061500008306152009344000000200934 4
115959
```

1.14 9410 Financial Transaction Detail Record

An interoperable 9410 record represents an I-Toll through a non-Ticket toll lane and is generated when an agency is able to associate a vehicle license plate captured by its Violation

Processing System with a valid customer account held by another agency. This record format is the same as the 9010 record with four additional fields appended at the end of the record.

Table 29 – 9410 Transaction Detail Record

Field Name	Field Length in bytes	Format	Value Range
9010 record fields			
Vehicle License Plate Number	10	AAAAAAAAAA	
Vehicle License State	2	AA	See Table 34.
Vehicle License Type	4	AAAA	
Administrative Fee	4	NNNN	

1.14.1 Sample 9410 File

```
9410000000000405C000020093280729490936700401l0+000000200020002000100000000020
20100000000000680XSM     FLRGR 0000
9410000000000406C000020093281327360442105801l0+000000200020002000100000000020
20100000000000T779HV     FLRGR 0000
9410000000000406C000020093281751320936700401l0+000000200020002000100000000020
20100000000000680XSM     FLRGR 0000
. . . .
SUMM2009335124504000000002400000056000000005600000000560020093350000002009335
115959
```

1.15 Financial Transaction Detail Record Field Definitions

Definitions for the Financial Transaction Detail Record Fields are listed below in alphabetical order:

Administrative Fee - (4) byte numeric field specifying the dollar amount of any additional fee charged by the initiating Agency for the I-Toll. A decimal point is implied between the second and third characters.

Anti-Passback Code - A two (2) byte numeric value which may be used to indicate the value initially read from the transponder's Read-Write page as it enters the lane. This information may not be recorded by some interoperable lanes and in this case, a value of '00' will be used in the financial transaction. However, the anti-passback value '02' will always be written to all transponders by interoperable Florida toll agencies as the transponder leaves the non-Ticket lane's RF zone. The values possible in the financial record field are listed in the table below.

Table 30 – Antipassback Codes

Anti-Passback Code	Description
00	New Transponder, First use or Not Available
01	Ticket plaza entry lane (FTE only)
02	Ticket exit and all non-Ticket lane
03	Not Used

AVC Class - A two (2) byte numeric value indicating the lane controller derived axle count for the vehicle. Valid values in this field are '02' through '15'.

AVI Read Failure Flag – One (1) digit value set to '1' if a failure occurred during a transponder read and set to '0' if no read failure occurred. An associated Reader Confirmation Code (RCC) value will be '01' or '02' if the value in this field is '1'.

AVI Write Failure Flag - One (1) digit value set to '1' if a failure occurred during a transponder write attempt and set to '0' if no write failure occurred. An associated Reader Confirmation Code (RCC) value will be '12' if the value in this field is '1'.

Class Mismatch Flag - One (1) digit value set to '0' if the AVC axle count and the Vehicle Class on the Transponder List are the same and set to '1' if there is a difference.

Closed Lane Flag - One (1) digit value indicating the status of the lane at the time of vehicle passage. This value is set to '0' if the transaction occurred when the lane was open and set to '1' if the lane was closed.

Credit Serial Number - This three (3) byte numeric field reflects the actual value written to the Credit Update Serial Number on transponder's Read-Write page on Allegro transponders. For Allegro transponders with a Revenue Type code value of '01' on the Transponder List, the value '255' is written. For all other Revenue Types and for all eGo®Plus transponders, this value is '000'. The value read from the transponder is not used to determine the value placed in this field.

Credit Update Flag - This one (1) byte numeric field is set to '0'. The value read from the transponder is no longer used to determine the value placed in this field.

Current Balance - This is a six (6) byte numeric field, set to '+00000' since the balance is no longer retained on the transponder.

Entry Date – Seven (7) byte Julian date (YYYYDDD) obtained by converting the numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters a Ticket exit lane. This field corresponds to the date the transponder travelled through an entry lane when it entered the FTE Ticket System and is included in the Ticket exit lane transaction for reference purposes. The Year value read from the transponder must be added to the value '1995' to determine current year.

Entry Lane Number - Two (2) byte numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the Ticket entry lane number the transponder travelled through when it entered the FTE Ticket System and is included in the Ticket exit lane transaction for reference purposes. This value will be set to '00' for all eGo®Plus transponder, since lane number information is not available on this transponder type.

Entry Lane Type Code – One (1) byte alphabetic value obtained by converting the numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the Ticket entry lane type the transponder traveled through when it entered the FTE Ticket System and is included in the Ticket exit lane transaction for reference purposes. This value will be set to '0' for all eGo®Plus transponders, since the lane type information is not available on this transponder type. See Table 7.

Entry Plaza Code - Six (6) byte numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the Ticket entry plaza the transponder travelled through at entry to the Ticket System and is included in the Ticket exit lane transaction for reference purposes.

Entry Time - Six (6) byte numeric time (HHMISS) read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the Ticket entry time the transponder travelled through at entry to the Ticket System and is included in the Ticket exit lane transaction for reference purposes.

Entry Transaction Identification Number - Four (4) byte numeric value read from the vehicle transit field on the transponder's Read/Write page as it enters the Ticket exit lane. This field corresponds to the transaction when the transponder entered the Ticket System and is included in the Ticket exit lane transaction for reference purposes.

Forward Treadle Count - Two (2) digit value indicating the number of forward treadles detected during the vehicle's passage.

Insufficient Funds Flag - This one (1) byte numeric field is set to '0'.

Invalid Transponder Flag - One (1) digit value set to "1" if the associated transponder status on the Transponder List is anything other than '01' and set to '0' if the status is '01'.

Low Balance Flag - A one (1) byte numeric field indicating the associated Low balance flag field that was found on the Transponder List at the time of lane processing. A low balance condition is indicated with a '1'; if no low balance exists, the value of this field will be '0'.

Low Battery Flag - If a low battery was detected on an Allegro transponder, this value is '1'. If a low battery condition was not detected in the lane, this value is '0'. For eGo®Plus transponders, this value is always '0'. This field reflects the actual value written to the transponder.

Manual Card Entry Indicator - One (1) digit value, set to '0' for all interoperable financial transactions.

Manual Ticket Entry Indicator - One (1) digit value, set to '0' for all interoperable financial transactions.

Method of Payment - One (1) digit value, set to '2' indicating "AVI" method of payment for all interoperable financial transactions.

Pass Used Flag - A one (1) byte alphanumeric field set to zero '0'. Interoperable Florida toll agencies, other than FTE facilities, do not support this feature. Pass Used transponders (Revenue Type '05' and '06') are only valid for use at specific FTE facilities.

Reader Confirmation Code - A two (2) byte numeric field containing a value indicating if the transponder read or write has been successful.

Table 31 – Reader Confirmation Codes

Reader Confirmation Code	Description
00	Transaction successful
01	Unable to read Read-Only Page
02	Unable to read Read-Write Page
12	Unable to write Read-Write Page
16	Internal state error
99	Unable to send General Acknowledgement

Revenue Type Code – A two (2) byte numeric value obtained from the Transponder List which associates the transponder to the type of account established for the customer or to designated FTE specialty passes. See Section 7.3 for a description of valid field values.

Reverse Treadle Count - Two (2) digit value indicating the number of reverse treadles detected during the vehicle's passage.

Ticket Serial Number - Four (4) digit entry ticket serial number, set to '0000' for all interoperable financial transactions.

Ticket Type Code - One (1) digit code set to '4' indicating the ticket type code as 'AVI'

Toll Amount Collected - This numeric field is normally set equal to the Toll Amount Charged field. However, if the Revenue Type is greater than '02' on the Transponder List or the Transponder Status is other than active on the Transponder List, this amount is set to zero. A decimal point is implied between the second and third characters from the right. Only the 9001 financial transaction uses a field size of five (5) bytes; all other financial transactions use four (4) bytes.

Toll Amount Charged - This numeric field contains the toll after any applicable in-lane discount has been applied. This field is populated for all transponders. There is an implied decimal point between the second and third characters from the right. Only the 9001 financial transaction uses a field size of five (5) bytes; all other financial transactions use four (4) bytes.

Toll Amount Full - This numeric field contains the toll without any applicable in-lane discounts applied and is currently set to equal the toll amount charged. This field is populated for all interoperable financial transactions. An implied decimal point is between the second and third characters from the right. Only the 9001 financial transaction uses a field size of five (5) bytes; all other financial transactions use four (4) bytes.

Transaction Entry Number - Four (4) digit Transaction Identification Number read from the transponder's Read/Write page as it enters the lane.

Transponder Identification Number – This is a twelve (12) byte numeric field, containing the eight (8) digit unique transponder number, the two (2) digit Agency/Group number and two (2) digit State/Region Code. See Section 2.0.

Transponder Status – One (1) byte numeric field indicating the Transponder Status associated with the transponder on the Transponder List at the time of lane processing.

Table 32 – Transponder Status Codes (Transaction)

Transponder Status Description	Value

Active (Valid)	'1'
Lost/Stolen	'2'
Returned	'3'
Terminated	'4'
Suspended (not used by FTE)	'5'
Issued, not Activated	'6'

Unusual Occurrence Code - Two (2) digit value indicating any unusual occurrence condition detected during the vehicle's passage and may be used to determine if the 9001 is rejected, based on business rules for each interoperable agency.

Table 33 – Unusual Occurrence Codes

Unusual Occurrence Code	Description
00	No unusual occurrence
12	Greater than 12 hours on Turnpike – MAXIMUM Toll Amount
13	No entry or invalid transaction on transponder
15	Exit with conversion on Ticket at Entry
25	Class exception
32	Plaza U-Turn less than maximum time allowed for a U-Turn at the Plaza
34	Plaza U-Turn greater than the maximum time allowed for the Plaza
45	SunPass vehicle at exit, equipment malfunction
55	Good transaction follows a RCC-12
82	Transaction in closed lane
83	Zero-fare override transaction
84	AVC outside normal valid range
85	No AVC or treadle count
86	Revenue calculated to raw treadle count
87	Transaction has a negative treadle count
88	Transaction time out
90	Vehicle Class greater than the AVC

Vault ID - A six byte numeric field set to '000000'.

Vehicle Class Code - A two (2) byte numeric value obtained from the Transponder List which is used by the lane controller as the default AVC Class when the AVC is not functioning properly. Valid values are '02' through '15'.

Vehicle in Lane Flag - One (1) digit value set to "1' if a vehicle was detected in the lane during the transponder write process and set to '0' if no vehicle was detected.

Vehicle License Plate Number – Ten (10) character alphanumeric field identifying a unique vehicle license plate that was recognized in the vehicle image captured in a violation image.

Vehicle License Plate State – Two (2) character upper case alphabetic field identifying the abbreviation for the U.S. State, Canadian province or U. S. Territory that issued the vehicle license plate.

Table 34 - State Abbreviation Codes

State	State Abbreviation Code	State	State Abbreviation Code
Alabama	AL	Ohio	OH
Alaska	AK	Oklahoma	OK
Arizona	AZ	Oregon	OR
Arkansas	AR	Pennsylvania	PA
California	CA	Rhode Island	RI
Colorado	CO	South Carolina	SC
Connecticut	CT	South Dakota	SD
Delaware	DE	Tennessee	TN
District of Columbia	DC	Texas	TX
Georgia	GA	Utah	UT
Florida	FL	Vermont	VT
Hawaii	HI	Virginia	VA
Idaho	ID	Washington	WA
Illinois	IL	West Virginia	WV
Indiana	IN	Wisconsin	WI
Iowa	IA	Wyoming	WY
Kansas	KS	Puerto Rico	PR
Kentucky	KY	U S Virgin Islands	VI
Louisiana	LA	Armed Forces Pacific	AP
Maine	ME	Armed Forces Europe	AE
Maryland	MD	Armed Forces America	AA
Massachusetts	MA	Canada	EH

State	State Abbreviation Code	State	State Abbreviation Code
Michigan	MI	Alberta	AB
Minnesota	MN	British Columbia	BC
Mississippi	MS	Manitoba	MB
Missouri	MO	New Brunswick	NB
Montana	MT	Newfoundland and Labrador	NL
Nebraska	NE	Northwest Territories	NT
Nevada	NV	Nova Scotia	NS
New Hampshire	NH	Nunavut	NU
New Jersey	NJ	Ontario	ON
New Mexico	NM	Prince Edward Island	PE
New York	NY	Quebec	QC
North Carolina	NC	Saskatchewan	SK
North Dakota	ND	Yukon	YT

Vehicle License Plate Type –Four (4) character upper case alphabetic field identifying the type of license plate. This field is left justified, blank padded and is set to 'RGR' for plates issued by the State of Florida. For all non-Florida license plates, this field is space filled.

Violation Code - A two (2) byte numeric value indicating specific lane processing conditions which may be used to determine if the financial transaction is rejected, based on business rules established among interoperable agencies. If no violation code applies, then a value of '00' will be placed in this field. Codes are padded with leading zeroes, as necessary, to create a two byte numeric field. If two or more of the indicated violation conditions exist, individual agency business rules determine which code will be included in the financial transaction.

Table 35 – Violation Codes

FTE Violation Code	OOCEA and Lee County Violation Code	Description	Comments
00	00	No Violation	No Violation Occurred
02	02	Insufficient Balance	Not currently used.

FTE Violation Code	OOCEA and Lee County Violation Code	Description	Comments
03	03	Class Mismatch	Transponder vehicle classification less than the AVC, and the lane's classification system is not operational.
04	Not Used	Lane Closed	Transponder is read when the lane is closed.
05	05	Read Failure	A failure occurs reading the transponder.
06	06	Write Failure	A failure occurs writing data to the transponder.
Not Used	11	Transponder Not on List	Transponder is not found on the Transponder List.
07	12	Lost/Stolen Transponder	Transponder is found on the Transponder List with a Transponder Status of '2'.
Not used	13	Stolen Transponder	Transponder is found on the Transponder List with a Transponder Status of '2'.
07	Not used	Returned Transponder	Transponder is found on the Transponder List with a Transponder Status of '3'.
07	15	Terminated Transponder	Transponder is found on the Transponder List with a Transponder Status of '4'.
07	Not used	Issued but not Yet Activated	Transponder is found on the Transponder List with a Transponder Status of '6'.
07	14	Suspended Transponder (No longer used by FDOT)	Transponder is found on the Transponder List with a Transponder Status of '5'.
08	16	Bad Data on Transponder	Bad data is detected on the transponder that prevents it from being processed properly.
20	Not Used	Pass Not Paid	Applies to Pass Only systems.

FTE Violation Code	OOCEA and Lee County Violation Code	Description	Comments
21	Not Used	Invalid Revenue Type	Transponder is found on the Transponder list with a Revenue Type '5', '6' or '7'.
54	54	Transponder Read with no Vehicle in Lane	In-lane equipment indicated a transponder is read, but no vehicle was detected.
79	Not Used	eGO®Plus CHKSUM bad	Computed CHKSUM does not match CHKSUM read from transponder
83	Not Used	Zero fare over-ride condition	Lane is in Event mode and no toll is expected to be paid, such as would be the case during emergency evacuations.

1.16 Financial Transaction File Trailer Record

A Trailer Record which summarizes the contents of the file is appended to the end of each financial transaction file. A single Trailer Record is included in each file, regardless of the number of individual records included in the file. The Trailer Record is blank padded (0x20) to the full width of the financial data record length in the file it follows. If the summary record values do not match actual detail totals, the entire file is rejected by the receiving Agency. A Trailer Record is expected even if there are no detail records in the file.

Table 36 – Financial Transaction File Trailer Record

Field Name	Field Length in bytes	Format	Value Range
Record Identifier	4	AAAA	'SUMM'
File Generation Date	13	YYYYDDDHHMISS	
Total Number of Transactions	10	NNNNNNNNNN	
Total Toll Amount Collected	10	NNNNNNNNNN	
Total Toll Amount Charged	10	NNNNNNNNNN	

Field Name	Field Length in bytes	Format	Value Range
Total Toll Amount Full	10	NNNNNNNNNN	
File Posting Date Start Time	13	YYYYDDDHHMISS	
File Posting Date End Time	13	YYYYDDDHHMISS	
Padding	To length of detail record	XXX...X	Blank (0x20)

Record Identifier – Four (4) byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

File Generation Date – A thirteen (13) byte numeric indicating the date and time when the financial file was generated. This field is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

Total Number of Transactions - A ten (10) byte numeric field containing the number of financial transaction records contained in the file.

Total Toll Amount Collected - A ten (10) byte numeric field containing the sum of the Toll Amount Collected fields in the financial transaction records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as "0000159344".

Total Toll Amount Charged – A ten (10) byte numeric field containing the sum of the Toll Amount Charged field in the financial transaction records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as "0000159344".

Total Toll Amount Full – A ten (10) byte numeric field containing the sum of the Toll Amount Full fields in the financial transaction records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as "0000159344".

File Posting Date Start Time – A thirteen (13) byte numeric exit date and time of the earliest transaction in the file. It is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

File Posting Date End Time – A thirteen (13) byte numeric exit date and time of the latest transaction in the file. It is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

1.17 Toll Credit Adjustment Transaction Record

Toll credit adjustments are used to notify an interoperable agency that an adjustment was made to a financial transaction that was previously processed to ensure the accuracy of customer account balances and adjust revenue distribution amounts. A toll credit adjustment financial record is created by an interoperable agency when the associated account is maintained by another agency and may be necessary due to:

- Overcharge due to an incorrect toll fare table being used
- Hurricane or other emergency evacuation
- Toll suspension due to other than evacuation
- Equipment malfunction
- Other miscellaneous system/lane problem

Some agencies may agree to exchange manually created Toll Credit Adjustment files to modify a previously processed interoperable financial transaction. The format of this manually created exchange is more relaxed than other interoperability file formats. Only key data fields required to identify the financial transaction to be adjusted are included in this information exchange.

A manually created Toll Credit Adjustment File is not intended to be processed automatically nor transferred via the normal communications mechanism required. A manual Toll Credit Adjustment file is emailed as an attachment between the appropriate agencies; therefore, the file does not adhere to the file naming conventions specified in Section 3.0. There is no Header or Trailer Record associated with a Manual Toll Credit Adjustment File exchange.

1.17.1 Manual Toll Credit Adjustment Detail Record

A Manual Toll Credit Adjustment File is in Excel format with fixed width record fields, separated by spaces, so that standard query tools such as SQLPLUS can easily be used by agencies to produce the file. The ordering of the fields and the consistency of the data is the key to this format. The detail record includes information from the original financial transaction with an appended adjustment amount.

Table 37 – Toll Credit Adjustment Detail

Field Name	Field Length	Format	Value
Transponder Identification			

Field Name	Field Length	Format	Value
Transponder Number	8	NNNNNNNN	From the original financial transaction.
Agency/Group Code	2	NN	
State/Region Code	2	NN	
Plaza Code	6	NNNNNN	
Lane Number	2	NN	
Exit Date and Time	19	mm/dd/yyyy hh24:mi:ss	
AVC Class	2	NN	'02' – '15'
Refund Amount	13	snn...n9.99	Signed amount to be to be applied as an adjustment including the decimal point

1.17.2 Manual Toll Credit Adjustment Detail Record Field Definitions

Transponder Identification – This is a twelve (12) byte numeric field, containing the eight (8) digit unique transponder number, the two (2) digit Agency/Group number and two (2) digit State/Region Code. See Section 2.0.

Plaza Code - The six (6) byte numeric value identifying the specific Toll Plaza at which this transaction occurred.

Lane Number – Two (2) byte numeric field that identifies the lane in which this transaction occurred.

Exit Date and Time - This is the date and 24 hour formatted time of the original vehicle passage through the lane. The date is formatted as mm/dd/yyyy, where mm is the two digit month, dd is the two digit day of the month and yyyy is the four digit year. There is a space between the date and time, where time is formatted as hh:mi:ss where hh is the two digit hour in 24 hour format, mi is the minutes and ss is the seconds.

AVC Class - A two (2) byte numeric value indicating the corrected axle count for the vehicle.

Refund Amount - Signed amount to be to be applied to the transponder balance as an adjustment, right justified, including a decimal point.

1.17.3 Sample Toll Credit Adjustment File

TRANSP ID PLAZA LANE Date Time AVC Refund Amt

007400010510	001700	18	10/23/2005	20:49:26	02	1.00
008785990510	001700	18	10/23/2005	21:21:22	02	1.00
009603040510	001700	18	10/24/2005	09:02:32	02	1.00
008196740510	001700	18	10/24/2005	19:19:15	02	1.00
008431130510	001700	18	10/24/2005	20:39:26	02	1.00
005741070510	001700	18	10/24/2005	21:24:01	05	4.00

Note that column headings may contain different text, depending upon how the file is generated by each agency, but the information provided will contain the specified information.

Rebate Programs

An interoperable agency may refund a portion of the tolls previously paid by customers, based on the volume of individual transponder usage at its facilities during a calendar month. For the purposes of interoperability and this document, "rebate" refers to monthly volume discount programs established by an interoperable Agency and does not relate to any in-lane discounted toll rate which may be in effect at the time of vehicle passage. Monthly usage is based on the transaction host posting date and not the exit date and time of the lane transaction.

When the rebate is due to a customer whose transponder-based account is held by another Home Agency, a Rebate Record must be generated and exchanged to facilitate proper revenue transfer and maintain accurate customer records. Rebate records are generated for each eligible transponder and are grouped into a monthly Rebate File (DISC) for submission to each Home Agency to which a rebate is provided.

The DISC contains a record for each transponder which is deemed eligible for a rebate and contains information related to the transactions that qualified the transponder for the rebate. A record is present in the DISC for each rebate program that a transponder has qualified for; therefore, a single transponder could have more than one record in the DISC if it has met the eligibility requirements for more than one discount program.

Each DISC contains a Header Record to identify the rebate date and a Trailer Record which summarizes the contents of the file. A single Trailer Record is included in each file, regardless of the number of individual records in the file.

An Interoperable Agency which has no active rebate program is not required to produce a Rebate File, but each Home Agency can potentially receive and process Rebate Files from other Interoperable Agencies that do have rebate programs. Transponders that would normally qualify for a monthly rebate that are associated to a third party Rental Car Program administered by an agency are excluded from the DISC file.

1.18 Rebate File Header Record

A Header Record is inserted as the first record in the DISC File which indicates the month and year that was used to calculate the rebates contained in the file. The Header Record is padded with filler "*" characters after the date field to the full width of the Detail Rebate Record length in the file.

Table 38 – Rebate File Header Record

Field Name	Field Length in bytes	Format	Value Range
Record Identifier	4	AAAA	'DHDR'
Rebate Month	6	YYYYMM	
Padding	49	***...*	"*" (0x49a)

Record Identifier - Four (4) byte alphabetic field that is set to "DHDR" to identify this record as the Rebate File Header Record.

Rebate Month – A six (6) byte numeric indicating the year and month in which the toll transactions that generated the usage that the rebate is based, where YYYY is the four (4) digit year and MM is the two (2) digit month.

Table 39 – Rebate File Detail Record

Field Name	Field Length in bytes	Format	Value Range
Record Identifier	4	AAAA	'DISC'
Transaction Date	13	YYYYDDDHHMISS	
Transponder Identification			
Transponder Number	8	NNNNNNNN	
Agency/Group Code	2	NN	
State/Region Code	2	NN	'10'
Number of Qualifying Transactions	8	NNNNNNNN	
Total Toll Amount Charged	10	NNNNNNNNNN	
Rebate due the transponder	10	NNNNNNNNNN	
Rebate Code	2	NN	

Record Identifier – Four (4) byte alphabetic field that is set to "DISC" to identify the record as a Detail Rebate Record.

Transaction Date -Thirteen (13) byte numeric, formatted as YYYYDDDHHMISS, where YYYY is the four (4) digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds. This is the date the rebate record is generated.

Transponder Identification Number – This is a twelve (12) byte numeric field, containing the eight (8) digit unique transponder number, the two (2) digit Agency/Group number and the two (2) digit State/Region Code. See Section 2.0.

Number of Qualifying Transactions - Eight (8) byte numeric, indicating the total number of transactions that occurred during the associated month upon which the rebate is based.

Total Toll Amount Charged - Ten (10) byte numeric field containing the sum of the Toll Amount Charged field in the qualifying transaction records upon which the rebate is based. A decimal point between the eighth and ninth bytes is implied. Example: $10.75 is encoded as "0000001075".

Rebate Due the Transponder - Ten (10) byte numeric field indicating the dollar amount of the monthly rebate. A decimal point between the eighth and ninth bytes is implied. Example: $10.75 is encoded as "0000001075".

Rebate Code - Two (2) byte numeric field indicating the rebate program to which the rebate amount applies as indicated in the table below.

Table 40 – Rebate Codes

Rebate Code	Agency	Value
02	FTE	10% with 40 transactions
07	FTE	50% with 30 transactions for 2 axle vehicles
04	OOCEA	5% with 40 - 79 transactions 10% with 80 or more transactions
11	Osceola	5% with 40 – 79 transactions 10% with 80 or more transactions

FTE rebate programs are based on usage of an individual transponder at specific toll plazas. A customer may qualify for one or more of the programs. A rebate record will be sent for each transponder eligible for each rebate program. Transactions through the following plazas count

toward the 10% rebate if 40 or more transponder transactions have been paid during the month.

Table 41 – FTE Rebate Programs

FTE Plaza Code	Plaza Name	Rebate Amount	Rebate Qualification
101300	Pinellas Bayway Main	10%	40 transactions, if pass not used
101310	Pinellas Bayway II	10%	40 transactions, if pass not used
101320	Pinellas Bayway IV	10%	40 transactions, if pass not used
101400	Sunshine Skyway North	10%	40 transactions, vehicles with 3+ axles
101500	Sunshine Skyway South	10%	40 transactions, vehicles with 3+ axles
101900	Garcon Point Bridge	50%	30 transactions, only 2 axle vehicles

OOCEA's Rebate program is based on the total number of transactions by an individual transponder through any OOCEA toll plaza during a calendar month. The Osceola Rebate is based on monthly transactions made at the Osceola Parkway plaza.

1.19 Rebate File Trailer Record

A Rebate File Trailer Record which summarizes the contents of the file is appended to the end of each DISC file. A single Trailer Record is included in each file, regardless of the number of individual records included in the file. The Trailer Record is padded with 2 filler "*" (0x2a) characters after the last data field. If the Trailer Record values do not match actual detail totals, the entire file is rejected by the receiving agency.

Table 42 – Rebate File Trailer Record

Field Name	Field Length in bytes	Format	Value Range
Record Identifier	4	AAAA	'SUMM'
Rebate File Generation Date	13	YYYYDDDHHMISS	
Total Number of Rebate Records in the file	10	NNNNNNNNNN	

Field Name	Field Length in bytes	Format	Value Range
Total Number of Qualifying Transactions	10	NNNNNNNNNN	
Total Toll Amount for all Transponders	10	NNNNNNNNNN	
Total Rebate Amount for all Transponders	10	NNNNNNNNNN	
Padding	2	(0x2a)	"*" (0x2a)

Record Identifier - Four (4) byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

File Generation Date – A thirteen (13) byte numeric indicating the date and time when the Rebate File was generated. This field is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

Total Number of Rebate Records- A ten (10) byte numeric field containing the number of rebate records contained in the file.

Total Number of Qualifying Transactions - Ten (10) byte numeric field containing the total number of qualifying transactions for all records in the file.

Total Toll Amount for all Transactions - Ten (10) byte numeric field indicating the total dollar amount of the Toll Amount Collected field for all detail records in the file. A decimal point is implied between the eighth and ninth digit.

Total Rebate Amount for all Transactions - Ten (10) byte numeric field indicating the total dollar amount of the monthly rebate for all rebate records in the file. A decimal point is implied between the eighth and ninth digit.

1.19.1 Sample DISC File

```
DHDR201105*************************************************
DISC20111520055110002597501100000014800000112500000000112504
DISC20111520055110002599301100000004400000040750000000020404
DISC20111520055110002600801100000009700000173500000000173504
DISC20111520055110002602201100000004200000084000000000042004
DISC20111520055110002606101100000004700000035000000000017504
...
```

```
DISC20111520055111510094601100000004500000045000000000022504
SUMM20111520055110000067750000514600004575223500034867236**
```

1.20 No Discount File (NODS)

Virtual transponder numbers have been assigned to third party Rental Car Program providers in order to facilitate the Image Tolling process. However, transponders that are associated with a Rental Car Program provider are excluded from the DISC file, since they are ineligible for monthly rebates. A No Discount (NODS) file may be generated by a Home Agency to identify transponders that are ineligible for the quantity monthly discounts. The NODS file contains no Header Record; however a single Trailer Record must exist as the last record of the file.

Table 43 – No Discount Detail Record

Field Name	Field Length in bytes	Format	Value Range
Transponder Identification			
Transponder Number	8	NNNNNNNN	
Agency/Group Code	2	NN	
State/Region Code	2	NN	'10' (Florida)
Clearinghouse Identifier	18	AAAA..A	RTL RTL_TP ATS HTA HTA_VG

1.20.1 No Discount Detail Record Field Definitions

Transponder Identification Number – This is a twelve (12) byte numeric field, containing the eight (8) digit unique transponder number, the two(2) digit Agency/Group number and the two (2) digit State/Region Code. See Section 2.0.

Clearinghouse Identifier – An eighteen (18) byte character string indicates the Rental Car Program Provider abbreviation to which the transponder is assigned.

Table 44 – Clearinghouse Identification Codes

Field Value	Provider Name
RTL	Rent A Toll, LTD
RTL_TP	Rent A Toll, LTD (secondary account)
ATS	American Traffic Solutions

HTA	Highway Toll Administration
HTA_VG	Highway Toll Administration (secondary account)

1.20.2 No Discount Trailer Record

The No Discount Trailer Record must appear as the last record in the NODS File.

Table 45 – No Discount File Trailer Record

Field Name	Field Length in bytes	Format	Value
Record Identifier	4	AAAA	'SUMM'
Count of Records	10	NNN..N	Non-negative integer. Zero padded.
Padding	16	*	To length of the detail record

Record Identifier - Four (4) byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

Count of Records – Total number of transponder records in the file. The trailer record is excluded from this count. This field is up to ten (10) bytes, right justified with leading zero's.

1.20.3 Sample NODS File

```
051168170110RTL_TP
051168320110RTL_TP
054162600110ATS
054162610110ATS
058589290110HTA
061497980110HTA_VG
. . . .
SUMM0000000019**************
```

Plaza Information File

Each Interoperable Agency produces a Plaza Information File (PLAZ) to identify its toll plaza and lane information to be used by other Agencies in posting accurate information to its customer files. The PLAZ will contain one or more records for each active physical toll lane on an Agency's system. For example, a single physical lane may have more than one Plaza Information Record if the lane can be operated in more than one collection mode. In this case, the only field differing between the two records is the Lane Type Code field.

Each Interoperable Agency is required to generate a daily PLAZ file which identifies its plaza and lane configurations. New plazas and lanes are added as changes occur to an Agency's toll program; however, no records will be deleted so that processing time differences and historical information will not be affected. The file is sorted first by plaza code, then lane number, in ascending numerical order.

Different formats are used for the PLAZ based on both the originating Agency and the receiving Agency. No header record is used for a PLAZ generated or received by FTE; a header record is included in a PLAZ exchanged among other interoperable agencies. A Trailer Record must exist as the last record of every agency's PLAZ. The format of the Trailer Record is the same for all Plaza Information Files, regardless of their origin or destination.

1.21 FTE to Interoperable Agencies Plaza Information Detail Record

The format of the Plaza Information Detail Record generated by FTE for transmission to other interoperable agencies is specified below. This is the same format that is used by MDX for the PLAZ it sends to FTE.

Table 46 – PLAZ Detail Record Layout (FTE To Non-FTE Agencies)

Field Name	Field Length in bytes	Format	Value Range
Plaza Code	6	NNNNNN	
Field Separator	1	Space	
Plaza Name	32	AAAA.....AA	
Field Separator	1	Space	
Lane Number	2	NN	

Field Name	Field Length in bytes	Format	Value Range
Lane Type	1	A	
Field Separator	1	Space	
Plaza Abbreviation	6	AAAAAA	
Field Separator	1	Space	
Lane Direction	4	AAAA	'NORT', 'SOUT','EAST', 'WEST'
Field Separator	3	Spaces	

1.22 Interoperable Agency to FTE Plaza Information Detail Record

The format of the Plaza Information Detail Record generated by other interoperable agencies for transmission to FTE is different from the Plaza Information Record generated by FTE.

Table 47 – PLAZ Detail Record Layout (Non-FTE Agencies To FTE)

Field Name	Field Length in bytes	Format	Value
Plaza Code	6	NNNNNN	
Field Separator	3	Space, Comma, Space	
Plaza Name	30	AAAAA...AA	
Field Separator	3	Space, Comma, Space	
Lane Number	2	NN	
Lane Type Code	1	A	
Field Separator	3	Space, Comma, Space	
Plaza Abbreviation	6	AAAAAA	

Field Name	Field Length in bytes	Format	Value
Field Separator	3	Space, Comma, Space	
Lane Direction	4	AAAA	'NORT', 'SOUT', 'EAST', 'WEST'

1.23 OOCEA/Lee County DOT Plaza Information File Header Record

A Header Record is inserted as the first record in the PLAZ exchanged between OOCEA and Lee County DOT. The header record is formatted as in the table below.

Table 48 – PLAZ File Header Record (Non-FTE)

Field Name	Field Length in bytes	Format	Value
Header Prefix	4	NNNN	'PLAZ'
Originating Agency	2	NN	'03' or '05'
File Format Version	3	NNN	'002'

Header Prefix – Four (4) byte field set to "PLAZ" to indicate this is the Plaza Information File header record.

Originating Agency - Two (2) digit field identifying the originating Agency. A value of '03' designates Lee County DOT and a value of '05' designates OOCEA.

File Format Version – Three (3) digit field set to '002' to indentify this version of the Plaza Information File as being originated by and received by an interoperable agency other then FTE.

1.24 OOCEA/Lee County Plaza Information Detail Record

Plaza Information Files generated by other Interoperable Agencies for transmission to other Interoperable Agencies is as follows:

Table 49 – PLAZ File Detail Record Layout

Field Name	Field Length in bytes	Format	Value
Plaza Code	6	NNNNNN	
Plaza Name	30	AAAA...AA	
Lane Number	2	NN	
Lane Type Code	1	A	
Plaza Abbreviation	10	NNN...NN	
Lane Direction	1	A	'N', ' S', ' E', ' W'

1.25 Plaza Information Detail Record Field Definitions

Plaza Code - The six (6) byte numeric value identifying a specific Toll Plaza. See Section 2.0 for details.

Lane Number – Two (2) byte numeric field that identifies a specific toll lane. The lane number is padded with leading zeroes, as necessary (i.e. "00" to "09").

Lane Type Code – One (1) byte alphabetic field which identifies the lane type. See Section 2.0 for details.

Plaza Name – Field which identifies the name of a specific toll plaza. FTE generates up to 32 characters; other Interoperable Agencies use up to 30 characters. This field is left justified, blank padded to the full length of the field.

Plaza Abbreviation – Alphanumeric field which abbreviates the Plaza Name. This field is left justified, blank padded as necessary. Plaza Information files generated by FTE use a maximum of six (6) bytes; this field is limited to ten (10) bytes for files generated by other interoperable agencies.

Lane Direction – Alphabetic field indicating the general direction of traffic flow in the lane. FTE generates four (4) bytes in this field; other interoperable agencies generate only one (1) byte.

1.26 Plaza Information File Trailer Record

A Trailer Record which summarizes the contents of the file is appended to the end of each PLAZ file and is formatted as follows:

Table 50 – PLAZ File Trailer Record Layout

Field Name	Field Length in bytes	Format	Value
Record Identifier	4	AAAA	'SUMM'
Count of Records	10	NNN..N	Non-negative integer.

Record Identifier - Four byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

Count of Records – Total number of records in the file. This is the total number of distinct lane configurations in which interoperable transactions may occur. The trailer record is excluded from this count. This field is up to ten (10) bytes, right justified with leading zero's.

1.27 Sample PLAZ Files

1.27.1 Sample PLAZ File for Format Described in Section 6.1

```
001100 OAK HAMMOCK - SUNCOAST PKWY      02S OAKHAM SOUT
001100 OAK HAMMOCK - SUNCOAST PKWY      03B OAKHAM SOUT
001100 OAK HAMMOCK - SUNCOAST PKWY      04M OAKHAM SOUT
001100 OAK HAMMOCK - SUNCOAST PKWY      66M OAKHAM SOUT
...
107680 SR878 WEST (87TH AVE)            73S SR878W WEST
109610 I-95 HOT NORTH - NW54TH STREET   03S MIA95N NORT
109620 I-95 HOT SOUTH, NW144TH STREET   60S MIA95S SOUT
SUMM0000000934
```

1.27.2 Sample PLAZ File for Format Described in Section 6.2

```
000001 , UNIVERSITY (M)                 , 02B , UNIV-M , NORT
000001 , UNIVERSITY (M)                 , 03B , UNIV-M , NORT
000001 , UNIVERSITY (M)                 , 04C , UNIV-M , NORT
000001 , UNIVERSITY (M)                 , 05C , UNIV-M , NORT
000001 , UNIVERSITY (M)                 , 07D , UNIV-M , NORT

...
000112 , INOV 417 (ON)                  , 02D , IN417- , NORT
```

```
000113 , INOV 417 (OFF)                  , 01C , IN417- , SOUT
000113 , INOV 417 (OFF)                  , 02D , IN417- , SOUT
SUMM0000000296
```

1.27.3 Sample PLAZ File for Format Described in Section 6.3-6.4

```
PLAZ03002
000002CAPE CORAL                         01BCP-CORAL  W
000002CAPE CORAL                         02BCP-CORAL  W
000002CAPE CORAL                         03CCP-CORAL  W
000002CAPE CORAL                         04CCP-CORAL  W
000002CAPE CORAL                         05CCP-CORAL  W
000002CAPE CORAL                         06CCP-CORAL  E
000003SANIBEL                            01BSANIBEL   W
000003SANIBEL                            02BSANIBEL   W
000003SANIBEL                            03CSANIBEL   W
000004MIDPOINT                           01BMID-PT    W
000004MIDPOINT                           02BMID-PT    W
000004MIDPOINT                           03CMID-PT    W
000004MIDPOINT                           04CMID-PT    W
000004MIDPOINT                           05CMID-PT    W
000004MIDPOINT                           06CMID-PT    W
SUMM0000000015
```

Transponder List File

Each Interoperable Home Agency produces a Transponder List File (POSI) to identify transponders it has issued. This file is to be used by other agencies to determine if a transponder is acceptable for toll payment. The POSI will contain one record for each transponder and must be in numerical ascending sort order first by transponder State Code, then Issuing Agency, and then by Transponder Number. Each transponder in the POSI must be distinct.

Each Interoperable Home Agency produces a POSI for exchange with other Home Agencies. Each Home Agency then merges the files received from the other Home Agencies with its own file to provide a single POSI to its Client Agencies.

While different formats have historically been used for the Transponder List File based on both the originating Agency and the receiving Agency, a single format is now being used by all interoperable agencies. No header record is required; however, a trailer record must be provided as the last record of the POSI.

Table 51 – Transponder List Detail Record

Field Name	Field Length in bytes	Format	Value
Transponder Number	8	NNN...N	
Agency/Group Code	2	NN	
State/Region Code	2	NN	'10' (Florida)
Transponder Status Code	2	NN	See Status Mapping Table below
Vehicle Class	2	NN	See Vehicle Class Mapping Table below
Revenue Type Code	2	NN	'01' to '06'
Low Balance Flag	1	A	'Y' or 'N' – default 'N'
Bayway 1 Pass Flag	1	A	Set to 'N'
Bayway 2 Pass Flag	1	A	Set to 'N'

1.28 Transponder Status Mapping

For purposes of toll lane processing, the Transponder Status Code included in the POSI is mapped among interoperable agencies as follows:

Table 52 – POSI Transponder Status Mapping

Transponder Status Code	FTE Status Description	Lee County DOT or OOCEA Status Description
01	Active	A – Active
01	Active	V – Verify
02	Lost/Stolen	S - Stolen/lost
03	Returned (No longer used by FTE)	I – Inactive
04	Terminated	I – Inactive
05	Suspended (No longer used by FTE)	I – Inactive

1.29 Vehicle Class Mapping

For purposes of toll lane processing, the Vehicle Class Code included in the POSI is mapped among interoperable agencies as indicated in the table below.

Table 53 – POSI Vehicle Class Mapping

Lee County DOT or OOCEA Vehicle Class	FTE Vehicle Class
00	00
01 (OOCEA)	00
01 (LeeWay)	02
02	02
03	03
04	04
05	05
06	06
07	07
08	08
09	09
09	10

Lee County DOT or OOCEA Vehicle Class	FTE Vehicle Class
09	11
09	12
09	13
09	14
09	15

1.30 Revenue Type Code Mapping

For purposes of toll lane processing, the Revenue Type Code included in the POSI is mapped among interoperable agencies as indicated in the table below.

Table 54 – POSI Revenue Type Codes

Revenue Type Code	FTE Type Description	FTE Comments	Lee County DOT and OOCEA Type Description	Lee County DOT and OOCEA Comments
00	Not acceptable	Unknown	Not acceptable	Unknown
01	Standard Personal	Host Balance is maintained for each individual personal transponder, regardless of number in account	PRI-S	Revenue transponder
02	Commercial	Host Balance is shared by each commercial transponder in the commercial account	PRI-S	Revenue transponder

Revenue Type Code	FTE Type Description	FTE Comments	Lee County DOT and OOCEA Type Description	Lee County DOT and OOCEA Comments
03	Non-Revenue Restricted	Non-revenue transponder with no balance	STDNR	Acceptability of Non-Revenue transponders for interoperability is based on Agency business rules as specified in Exhibit C – G of these specifications
04	Non-Revenue Unrestricted	Non-revenue transponder with no balance	STDNR and PRI-NR (OOCEA only)	
05	Bayway 1 Pass	FTE Specialty Pass Issued for use at Bayway Main Plaza. Not accepted at any other plaza.	N/A	Transponder not acceptable for interoperability purposes
06	Bayway 2 Pass	FTE Specialty Pass Issued for use at all Bayway Plazas. Not accepted at any other plaza.	N/A	Transponder not acceptable for interoperability purposes
07	No longer used	No longer used	N/A	Transponder not acceptable for interoperability purposes
08-15	Undefined	Reserved for future use.	N/A	For future use.

1.31 Transponder List Detail Record Field Definitions

Transponder Number - Eight (8) byte number field which uniquely identifies the transponder within the State/Region and Agency/Group. See Section 2.0 for details.

Agency/Group Code - A two (2) byte numeric value identifying the Agency that issued the transponder. See Table 1 for details.

State/Region Code - A two (2) byte numeric positive integer identifying the State of the transponder's issuing agency. The State/Region Code value for Florida is '10'.

Transponder Status - A two (2) byte numeric positive integer that indicates the status of the transponder at the time the Transponder List file was produced.

Vehicle Class - A two (2) byte numeric positive integer that equates to the number of axles within an Agency's toll rate structure. This value is used as the default axle count when the in-lane AVC is not functioning properly.

Revenue Type Code - A two (2) byte numeric positive integer that associates the transponder to the type of account established for the customer or that designates a specialty pass. See Section 7.3 for details.

Low Balance Flag – A one (1) byte alphabetic field to indicate if the associated transponder is deemed to be in a low balance state. A value of "Y" indicates that the specific low balance transponder audio/visual signals are to be initiated and that the Low Balance signal in the lane is to be activated.

Bayway 1 Pass Flag - One (1) byte alphabetic field to indicate is the Bayway 1 Pass is valid. A value of 'Y' indicates that the specialty pass fee has been paid and is currently valid at appropriate FTE toll locations. This flag only applies to transponder use on FTE system.

Bayway 2 Pass Flag - One (1) byte alphabetic field to indicate is the Bayway 2 Pass is valid. A value of 'Y' indicates that the specialty pass fee has been paid and is currently valid at appropriate FTE toll locations. This flag only applies to transponder use on FTE system.

1.32 Transponder List Trailer Record

The Transponder List Trailer Record must appear as the last record in the POSI File. The format of the Transponder List Trailer Record is the same for all POSI Files, regardless of their origin or destination.

Table 55 – POSI File Trailer Record

Field Name	Field Length in bytes	Format	Value
Record Identifier	4	AAAA	'SUMM'
Count of Records	10	NNN..N	Non-negative integer. Zero padded.

Record Identifier - Four (4) byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

Count of Records – Total number of transponder records in the file. The trailer record is excluded from this count. This field is up to ten (10) bytes, right justified with leading zero's.

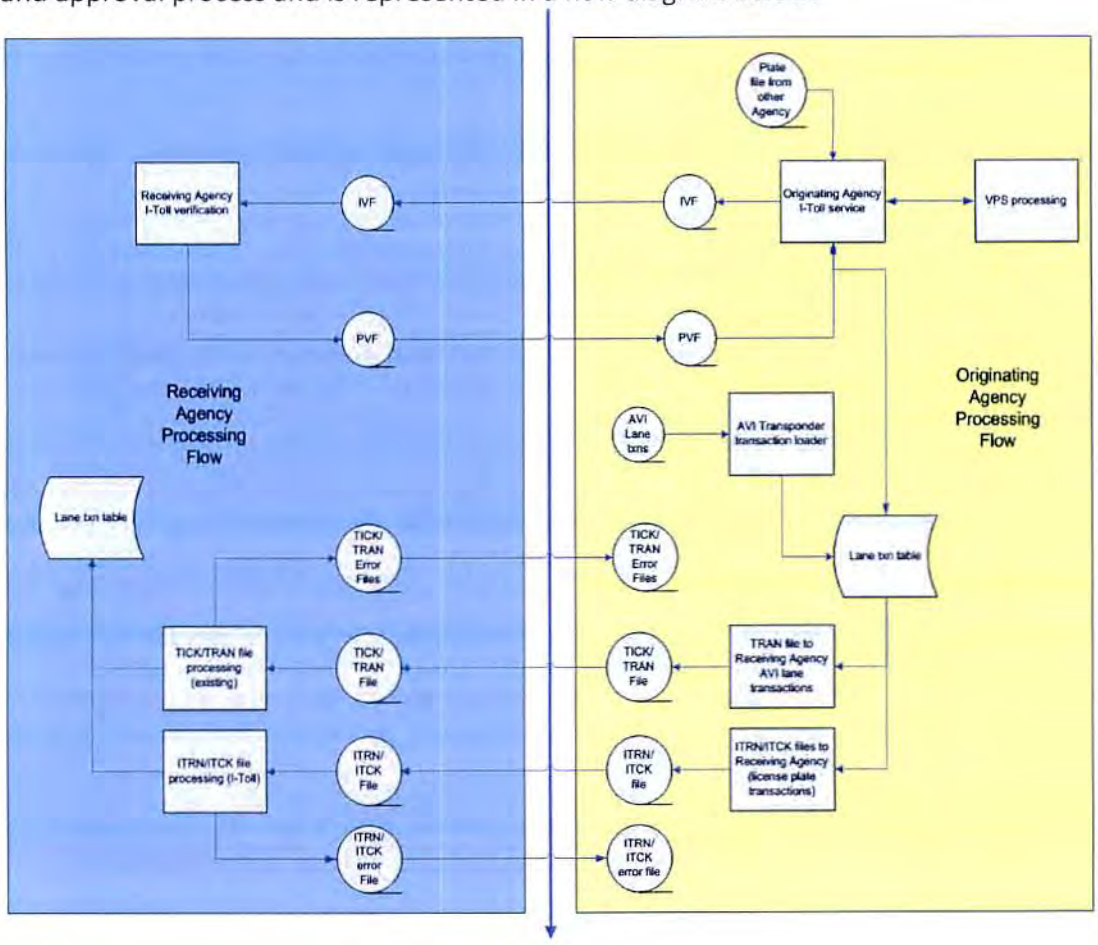
1.32.1 Sample POSI File

```
00000012 , 01 , 10 ,     0 ,       0.00 , N , N , N , 02 , 02 , 02
00000013 , 01 , 10 ,     0 ,       0.00 , N , N , N , 01 , 02 , 02
00000014 , 01 , 10 ,     0 ,       0.00 , N , N , N , 01 , 02 , 02
00000015 , 01 , 10 ,     0 ,       0.00 , N , N , N , 01 , 02 , 02
00000016 , 01 , 10 ,     0 ,       0.00 , N , N , N , 02 , 02 , 02
00000017 , 01 , 10 ,     0 ,       0.00 , N , N , N , 02 , 02 , 02
00000018 , 01 , 10 ,     0 ,       0.00 , N , N , N , 02 , 02 , 02
00000019 , 01 , 10 ,     0 ,       0.00 , N , N , N , 02 , 02 , 02
00000020 , 01 , 10 ,     0 ,       0.00 , N , N , N , 02 , 02 , 02
...
SUMM0004719111
```

Image Toll Process

When a valid transponder is not available for toll payment, an Agency may capture an image of the vehicle's license plate. Prior to processing the image as a violation transaction through its individual violation enforcement system, an Interoperable Agency attempts to match the license plate with a customer account. If the license plate is associated with an account held by another Agency, a request will be made to issue an I-Toll. If the request is approved by the Agency holding the account, an I-Toll transaction (9410 record) is generated and exchanged as specified in section 4.0.

In order to determine if a violation event is eligible for image-based tolling, Interoperable Agencies exchange files containing vehicle license plate information and transaction details associated with transponder-based accounts. This section describes the I-toll eligibility request and approval process and is represented in a flow diagram below:



1.33 Vehicle License Plate File

Each Interoperable Home Agency produces a daily Vehicle License Plate File (VLEF) to identify vehicle license plates associated with its accounts. This file is to be used by other agencies to initiate the I-Tolling process. The VLEF will contain one record for every license plate associated with a transponder-based customer account which is eligible for image tolling, based on Agency business rules. No Header Record is used for this file. A Trailer Record is required as the last record of the file. Each vehicle license plate in the VLEF must be distinct.

1.33.1 Vehicle License Plate Record Format

The format of the Vehicle License Plate File is shown in the table below.

Table 56 – Vehicle License Plate File Detail Record

Field Name	Field Length in bytes	Format	Value
Record Prefix	4	NNNN	'VLEF'
Vehicle License Plate Number	10	AAA...AA	Space Padded, left justified
Vehicle License Plate State Abbreviation Code	2	AA	
Vehicle License Plate Type	4	AAAA	See field definition

1.33.2 Vehicle License Plate Detail Record Field Definitions

Record Prefix – Four (4) byte alphabetic value set to 'VLEF' to identify the record as a Vehicle License Plate record.

Vehicle License Plate Number – Ten (10) character alphanumeric field to identify the unique vehicle license plate. This field is left justified and space padded. All alphabetic characters in this field must be upper case. A Florida issued license plate with all numeric characters must include either a prefix or suffix describing the type of plate. If the plate is of a type that requires a Department of Motor Vehicle (DMV) prefix or suffix for DMV lookup, the prefix or suffix must be included in this field. If an all numeric Florida license plate cannot be prefixed or suffixed, it cannot be included in the VLEF and is therefore not eligible for Image Tolling. See Appendix C for all numeric license plate prefix/suffix codes for details.

Vehicle License Plate State Abbreviation Code – Two (2) character upper case alphabetic field to identify the State that issued the vehicle license plate. The code for Florida is 'FL". For Federal

Government issued plates, the State Code used is 'US'. See Table 34 for State Abbreviation Codes.

Vehicle Plate Type – Four (4) character alphanumeric field reserved for future use to indicate the type of license plate. This field is left justified, space padded, with a default value of 'RGR' for Florida plates. Filled spaces are the default for non-Florida plates. See Appendix D for Florida Specialty License Plate Type Codes.

1.33.3 Vehicle License Plate File Trailer Record

A Trailer Record which summarizes the contents of the file is appended to the end of each VLEF and is formatted as shown in the table below.

Table 57 – VLEF Trailer Record

Field Name	Field Length in bytes	Format	Value
Record Identifier	4	AAAA	'SUMM'
Count of Records	10	NNN..N	

Record Identifier - Four (4) byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

Count of Records – Total number records in the file. The trailer record is excluded from this count. This field is up to ten (10) bytes, right justified with leading zero's.

1.33.4 Sample VLEF File

```
VLEF736MMK     FLRGR
VLEFI25GVL     FLRGR
VLEFCOUN209342FLNVR
VLEFSTATE36189FLSVR
VLEFSHERF30397FLSHR
VLEFCITY47640 FLCVR
VLEFJ0YSTREET NJ
VLEFGBT316     YT
VLEFSTATE31452FLRGR
VLEFGBK488     FLRGR
VLEFG101861H  US
VLEFC85GN      FLRGR
VLEF380LNI     AA
VLEFFEY456     FLARR
VLEF670NMI     FLRGR
VLEFCBD3085    MI
VLEF0HPF14     MI
```

```
VLEFN222KE      FLRGR
VLEFCA4ND       FLCWR

. . . .
SUMM0006209563
```

1.34 Initial Violation File and Processed Violation File

If an Interoperable Agency is participating in Interoperable Image Tolling Program, the Home Agency produces Initial Violation Files (IVFX) and Processed Violation Files (PVFX) to be used by other Agencies in determining acceptability for I-Toll transactions.

An Initial Violation record is generated when a vehicle license plate that is included in a violation image is found on another Agency's Vehicle License Exchange File. The violation records are grouped and sent to the Agency holding the customer account for the receiving Agency to determine the transaction's eligibility for image tolling. The Agency then returns a corresponding Processed Violation record to the initiating Agency. The Processed Violation record contains the same data fields as the Initial Violation record, but includes information regarding the transaction's acceptability for I-Tolling. The processing code returned determines if the originating Agency may submit an I-Toll transaction for processing or proceed with its violation enforcement process.
No header record is included in either the Initial Violation File or the Processed Violation File. A trailer record containing summary information is included as the last record of each file.

1.34.1 Initial Violation File /Processed Violation Detail Record Format

The format of the Initial Violation and Processed Violation Detail Record is as shown in the table below.

Table 58 – IVFX/PVFX Detail Record Format

Field Name	Field Length	Format	IVFX Value	PVFX Value
Reference Number	10	NNN...NN	Agency Generated	From IVFX
Message Sequence Number	4	NNNN	0000 – 9999 from toll lane	From IVFX
Plaza Code	6	NNNNNN	From toll lane	From IVFX
Lane Number	2	NN	Same as IVFX	From IVFX
Lane Type Code	1	A	Same as IVFX	From IVFX
Collector/Supervisor ID	4	NNNN	Same as IVFX	From IVFX

Field Name	Field Length	Format	IVFX Value	PVFX Value
Transaction Date/Time	13	YYYYDDD HHMISS	From toll lane	From IVFX
Transponder Identification	12		Agency Generated or Blank	Agency Generated or Blank
Toll Amount Collected	4	NNNN	'0000'	From IVFX
Toll Amount Charged	4	NNNN	Cash toll amount less in-lane discount	From IVFX
Toll Amount Full	4	NNNN	Cash toll amount	From IVFX
AVC Class	2	NN	From lane	From IVFX
Speed	2	NN	From lane or default value of '00'	From IVFX
Vehicle License Plate Number	10	NNN..NN	Agency Generated	From IVFX
Vehicle License Plate State Abbreviation Code	2	NN	Agency Generated	From IVFX
Vehicle License Plate Type	4	NNNN	Agency Generated	From IVFX
Violation Document Number	10	NNN..NN	Agency Generated or blank	From IVFX
Processing Code	2	NN	Blank	Agency Generated
Processing Date and Time	13	YYYYDDD HHMISS	Agency Generated	Agency Generated

Reference Number - This is a ten (10) digit numerical value that is generated by the initiating agency that uniquely identifies the record within its internal Violation Processing system. For example, a violation number or sequence number may be included in this field. The value is right justified.

Message Sequence Number – This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Plaza Code - This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Lane Number - This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Lane Type Code - This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Collector/Supervisor ID - This field is obtained from the original lane transaction detail information. See Section 4.1 for details.

Transaction Date/Time - This field is obtained from the original lane transaction and is formatted as YYYYDDDHHMISS, where YYYY is the four digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

Transponder Identification – This field may be blank in the Initial Violation Record if a transponder read is not available, but is filled in the Processed Violation Record if the vehicle license plate was found in the Home Agency database. This field identifies the transponder to which the I-Toll transaction will be charged.

Toll Amount Collected - This field is always '0000' in both the Initial Violation Record and the Processed Violation Record.

Toll Amount Charged - This field is the cash toll rate less any applicable in-lane discount for the vehicle captured in the image.

Toll Amount Full - This field is the cash toll rate for the vehicle captured in the image.

AVC Class - This field is obtained from the lane transaction detail information.

Speed - This field is determined from the original lane transaction detail information, if available. A default value of '00' may be used, depending on the agency and lane type.

Vehicle License Plate Number – Ten (10) character alphanumeric field to identify the unique vehicle license plate that was recognized in the image. This field is left justified and space padded. All alphabetic characters in this field must be upper case. A Florida issued license plate with all numeric characters must include either a prefix or suffix describing the type of plate. If the plate is of a type that requires a Department of Motor Vehicle (DMV) prefix or suffix for DMV lookup, the prefix or suffix must be included in this field. If an all numeric Florida

license plate cannot be prefixed or suffixed, it cannot be included in the VLEF and is therefore not eligible for Image Tolling. See Appendix C for all numeric license plate prefix/suffix codes.

Vehicle License Plate State Abbreviation Code – Two (2) character upper case alphabetic field identifying the State abbreviation for the U.S. State which issued the vehicle license plate. The code for Florida is 'FL". See Table 34.

Vehicle Plate Type – Four (4) character alphanumeric field reserved for future use to indicate the type of license plate. This field is left justified, space padded, with a default value of 'RGR' for Florida plates. Filled spaces are the default for non-Florida plates. See Appendix D for Florida Specialty License Plate Type Codes.

Vehicle License Plate Type – Four (4) character alphanumeric field to indicate a specialty license plate. This field is left justified, space filled and only available for plates issued by the State of Florida. A default value of "RGR' is used if a specialty plate type is not identified for Florida plates. This field is space filled for all non-Florida plates.

Violation Document Number - This field is blank, but is reserved for future use if the initiating agency is participating in the M-Toll process. This is a ten (10) character value printed on the violation document sent to the customer by the agency capturing the violation event.

Processing Code – This two (2) digit field is blank in the Initial Violation Record and is filled in the Processed Violation Record with a specific code to indicate the resolution of the violation record as shown in the table below.

Table 59 – IVFX/PVFX Processing Codes

Processing Code	Description
00	The Vehicle License Plate Number and associated Vehicle License Plate State were found on the receiving Agency's database and the account to which the plate is associated satisfies the receiving Agency's business rules for conversion to an I-Toll transaction. An I-Toll transaction may be subsequently generated and exchanged for payment. The initiating Agency will not issue a violation document for this transaction.
01	The Vehicle License Plate Number and associated Vehicle License Plate State were not found on the receiving Agency's database. The initiating Agency may proceed with violation enforcement.

Processing Code	Description
02	A duplicate transaction was found for this violation event and the account to which the plate is associated may already have been charged for the event. The criteria used to determine if a violation event is deemed to be a duplicate transaction is controlled by each Agency. No I-Toll event will be exchanged and the initiating agency should not proceed with violation enforcement. The initiating Agency will not issue a violation document for this transaction.
03	The Vehicle License Plate Number and associated Vehicle License Plate State were found on the receiving Agency's database, but the account to which the plate is associated is a Non-Revenue account. An I-Toll transaction will be generated and exchanged, but no payment will be expected. The initiating Agency will not issue a violation document for this transaction.
04	The Initial Violation Record exceeds the receiving Agency's time period allowed for conversion of a violation event to an I-Toll transaction. The initiating agency may proceed with violation enforcement.
05	The account to which the plate is associated does not satisfy the receiving Agency's business rules for conversion to an I-Toll transaction. For example, this code is used by FTE where the customer account found only includes Specialty Pass transponder revenue types. The initiating agency may proceed with violation enforcement.
99	Required data is missing or invalid, an internal system issue or any other situation occurred that prevents the use of another processing code (00-05).

Processing Date and Time – Date and time of Agency processing.

1.34.2 Initial Violation File and Processed Violation File Trailer Record

A Trailer Record which summarizes the contents of the file is appended to the end of each IVFX and PVFX. There is one and only one Trailer Summary Record for each file, regardless of the number of individual records included in the file. The record is blank padded (0x20) to the full width of the IVFX/PVFX detail record.

Table 60 – IVFX/PVFX Trailer Record Format

Field Name	Field Length	Format	IVFX Value	PVFX Value
Record Identifier	4	AAAA	'SUMM'	'SUMM'
File Generation Date	13	YYYYDDD HHMISS	Agency Generated	Agency Generated
Total Number of Transactions	10	NNN...NN	Number of Detail Records included in IVFX	From IVFX
Total Number of Authorized I-Toll Transactions	10	NNN...NN	Set to all zero's	From IVFX
Total Toll Amount Collected	10	NNN...NN	Set to all zero's	From IVFX
Total Toll Amount Charged	10	NNN...NN	Sum of field for all records in the IVFX	From IVFX
Total Toll Amount Full	10	NNN...NN	Sum of field for all records in the IVFX	From IVFX
File Posting Date Start Time	13	YYYYDDD HHMISS		From IVFX
File Posting Date End Time	13	YYYYDDD HHMISS		From IVFX
Padding	To length of detail record	XXX...X	Blank (0x20)	

Record Identifier – Four (4) byte alphabetic field that is set to "SUMM" to identify this record as the Trailer Record.

File Generation Date – A thirteen (13) byte numeric indicating the date and time when the file was generated. This field is formatted as YYYYDDDHHMISS, where YYYY is the four (4) digit

year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds. This field is modified in the PVFX to reflect the PVFX file generation details.

Total Number of Transactions - A ten (10) byte numeric field containing the number of IVFX/PVFX detail records contained within the file. The field is padded with leading zeroes, as necessary, to create a ten (10) byte numeric field.

Total Number of Authorized I-Toll Transactions – A ten (10) byte numeric field which is set to zero in the IVFX and PVFX.

Total Toll Amount Collected - A ten (10) byte numeric field containing the sum of the Toll Amount Collected fields in the detail records contained in the file. A decimal point between the eighth and ninth bytes is implied. This field is set to all zero's in the IVFX and PFVX.

Total Toll Amount Charged – A ten (10) byte numeric field containing the sum of the Toll Amount Charged field in the detail records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as "0000159344". In the IVFX, this is the sum of the Toll Amount Charge field in all detail records in the file and is not modified in the PVFX.

Total Toll Amount Full – A ten (10) byte numeric field containing the sum of the Toll Amount Full fields in the detail records contained in the file. A decimal point between the eighth and ninth bytes is implied. The field is right justified and padded with leading zeroes, as necessary. Example: $1,593.44 is encoded as "0000159344". In the IVFX, this is the sum of the Toll Amount Full field in all detail records in the file and is not modified in the PVFX.

File Posting Date Start Time – A thirteen (13) byte numeric exit date and time of the earliest transaction in the file. It is formatted as YYYYDDDHHMISS, where YYYY is the four (4) digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the seconds.

File Posting Date End Time – A thirteen (13) byte numeric exit date and time of the latest transaction in the file. It is formatted as YYYYDDDHHMISS, where YYYY is the four (4) digit year, DDD is the Julian day of the year, HH is the hour, MI is the minutes and SS is the second.

1.34.3 Sample IVFX File

```
00866154650000000004406D00002009341130435              0000015001500200P641TV
FLRGR              2009344123006
00866154690000000004406D0000200934113095105766426011000000150015002O0X586FD
FLRGR              2009344123006
00866154730000000004406D00002009341131859              0000015001500200MSP679
TX                 2009344123006
00866154850000000004406D00002009341135156              0000015001500200R940TZ
FLRGR              2009344123006
```

```
00866087520000000008701C00002009341110246            0000005000500200L015QY
FLRGR             2009344123006
. . . . .
SUMM2009344123006000000832300000000000000000000000077057500007705752009344000
0002009344115959
```

1.34.4 Sample PVFX File

```
00866155100000000002007D00002009341133455028653650110000000750075020006 5HHC
FLRGR            002009344144829
00866084950000000008209D00002009341110558049551380110000001000100020 0J814XP
FLRGR            002009344144829
00866087520000000008701C00002009341110246094468520110000000500050020 0L015QY
FLRGR            002009344144829
. . . . .
SUMM2009344144829000000832300000000000000000000000077057500007705752009344000
0002009344115959
```

Appendix D: Toll Collection System Overview

APPENDIX D – TOLL COLLECTION SYSTEM OVERVIEW

1. BACKGROUND

The current toll collection system operating at the Bob Sikes Bridge toll plaza was developed by the firm of Automation Control Services, LLC (ACS), a local company specializing in Control System Integration, Instrumentation, and Electrical design services.

Based on documentation from 2008, the following is provided as background about the current toll collection system. The Bob Sikes Toll Facility toll collection system application was originally developed in 2005 as a solution to replace the existing proprietary toll collection application developed by a company from South Africa. The solution involved the installation of a toll collection system that was comprised of non-proprietary industry standard control hardware and software that was configured to operate and perform all of the required toll collection and reporting operations. The solution allowed a common configuration to be installed in each lane such that all toll collection and RF Sales operations could be performed in any of the four lanes, thus providing the operators with a familiar interface and maximum operation flexibility.

In order to make urgent repairs to the existing toll collection system which will be replaced, an emergency repair contract was issued to TransCore for the purpose of preserving and protecting existing toll data, reestablishing revenue collection and auditability, and providing a safe and secure environment for toll plaza personnel within a short, but reasonable time period. The scope of work for this emergency repair contract is provided as a Attachment D-1 at the end of this Appendix D.

2. OVERVIEW OF LEGACY TOLL SYSTEM

2.1. SYSTEM LEVEL

The toll collection system is a relatively small, standalone, plaza-based toll system with a system server and four (4) toll lanes that operate in a mixed cash + Automatic Vehicle Identification (AVI) mode. The system has a two-tier system architecture that is generally consistent with other toll collection systems found in the toll industry. The two tiers consist of a Host Level (System Server) and the Lane Level (Lane Controller and peripheral lane devices). The system is designed around Commercial Off-The-Shelf (COTS) components to the extent possible. The system layout shown in Figure 1, below, was taken from the Pensacola Beach Toll Booth Storm Repairs Construction Plans, Sheet E-600.

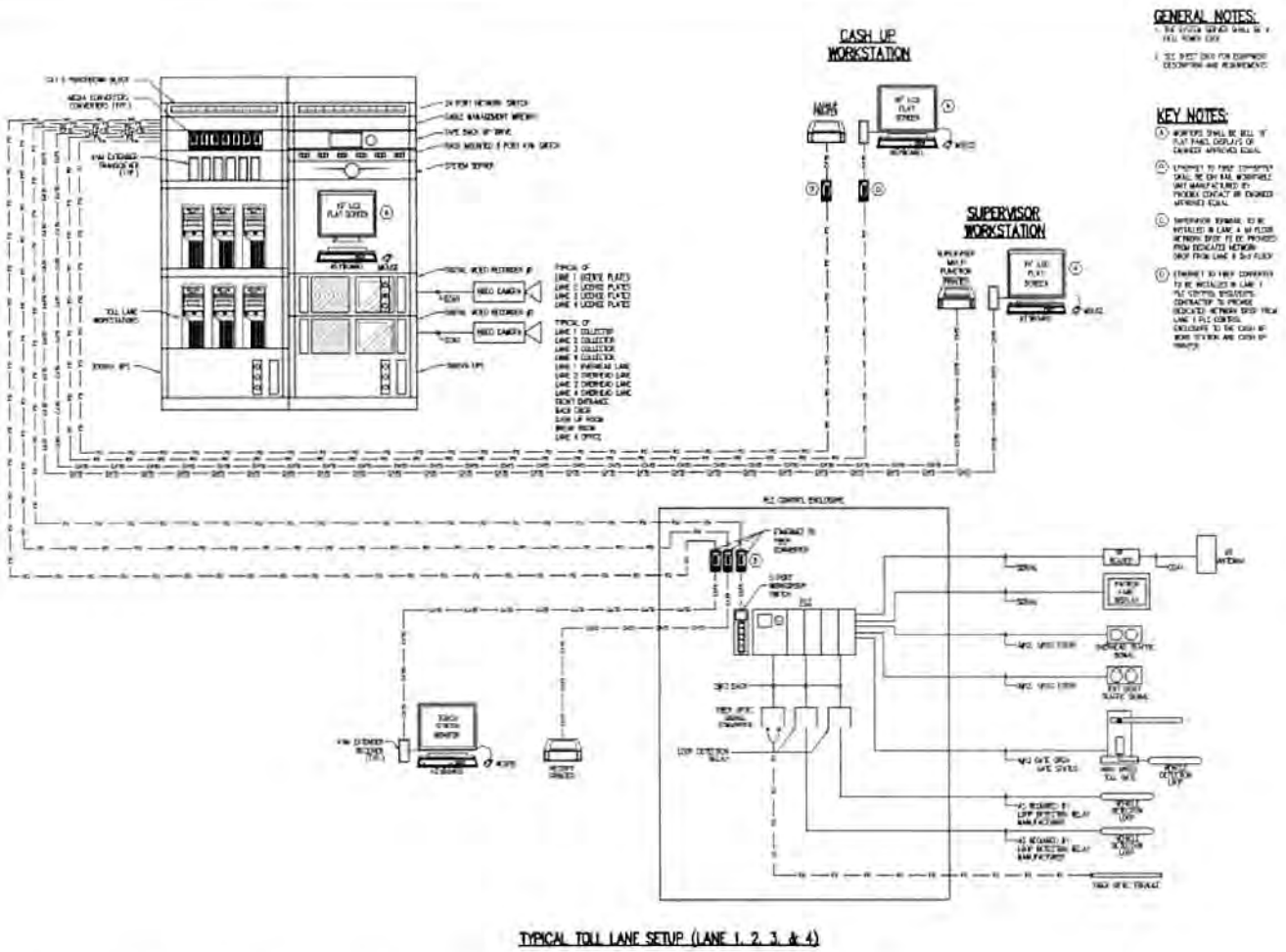


Figure 1. Toll System Layout

2.2. HOST LEVEL

The Host Level consists of a System Server computer upon which the system SQL Server database resides. The System Server functions to collect, store and aggregate the toll transaction, traffic and other data for reporting to support operations and financial management, accounting and audit.

Also at the host level are core elements of the network communications subsystem, video surveillance subsystem, and the uninterruptible power supply (UPS) subsystem.

The System Server, Video Surveillance System Digital Video Recorders (DVRs), network communication equipment and other critical toll system elements are physically located in the second floor (mezzanine) of the Lane No. 4 toll booth as protection from hurricane flooding as shown in Figure 2, below.

The software application was custom developed by ACS for this installation only.

Source: Pensacola Beach Toll Booth Storm Repairs

Figure 2. Toll Host – System Server Rack & Power Supply in Toll Booth No. 4 Mezzanine

2.3. LANE LEVEL

The toll plaza's four (4) toll lanes are all configured to provide manual cash toll collection and also pre-paid transponder-based Annual Passes that allow unlimited passage without paying a cash toll for the term of the pass. The toll schedule is based on a single cash toll rate for all vehicles as shown in Figure 3, below. Individual cash tolls are assessed by vehicle, regardless of type or size of vehicle, and not assessed by the number of axles a vehicle has.

Figure 3. Toll Lane No. 1

The Lane Level consists of a set of the following toll collection equipment.

Each toll lane has a Lane Controller (LC) that consists of a PC Computer (Dell) and a Programmable Logic Controller (PLC) (Bristol-Babcock). The PC uses Wonderware HMI (human-machine interface) software and a Modbus I/O Server communications link between the PC (HMI) and the PLC. PCs are physically located in the upper floor (mezzanine) of the Lane No. 4 toll booth next to the System Server.

The toll collector workstation (commonly referred to in the toll industry as a Manual Lane Terminal (MLT)) supports cash toll payment, and consists of a touch screen monitor that is workstation, and a cash drawer. The touch screen terminal (ēlo brand) provides the graphical user interface (GUI) for the toll collector, supervisor and toll manager functions as shown in Figure 4, below. The toll collector will login to the system to begin the shift. The Toll Collection screen provides several information elements including the following:

- Current Date and Time
- User Logged On (username)
- Gate Status (Gate Open/Gate Closed)
- Surf Flag Status (customer information about the beach conditions at the destination)
- Type of manual toll transaction to be processed:
    - Manual Entry
    - Motorcycle
    - Credit Granted (Passage granted with insufficient payment – "IOU" form issued to customer for post payment of toll within XX days)
    - Exempt (special vehicles exempt from payment of toll such as emergency vehicles)
    - Cash transaction (toll payment made)
    - Receipt print request (print command)
    - Emergency (panic button / call for help)
- Vehicle Count (in the toll lane for the shift)
- Transponder Information for Tag ID number and Tag Status for Current and Previous vehicles

When a vehicle arrives at the toll booth to pay, the payment is collected; change is made, if necessary; and the appropriate button is touched to indicate that the toll has been paid. As noted previously, all vehicles paying with cash pay the same toll rate regardless of the type/size of vehicle.

Figure 4. Toll Lane – Toll Collector Workstation - Touch Screen Terminal

3. VEHICLE DETECTION & COUNTING

Since the toll schedule is based on a toll for each vehicle and not a toll assessed by the number of axles a vehicle has, it would be critical to accurately count the number of vehicles and to count those paying cash toll vs. those who have pre-paid for an Annual Pass. The Vehicle Detection and Counting function is accomplished by inductive loops embedded in the toll lane pavement as shown in Figure 5, below. Originally, three (3) loops were provided (entry, gate and exit). In addition, a fiber optic sensor (treadle) was originally installed in the lane, but is currently not active. It was uncertain whether the first and last loops were active or not. However, based on prior industry experience, if active, the entry (1st) loop would typically detect the vehicle and initiate a toll transaction. The gate (2nd) loop located just after the traffic barrier gate, and before the fiber optic sensor/treadle, was understood to be active for lane operations, counting vehicles as they exit the toll lane, and activating closure of the traffic gate. The exit loop (3rd) was not confirmed to be active, but would customarily be used to close the transaction when the vehicle clears it after crossing the treadle.

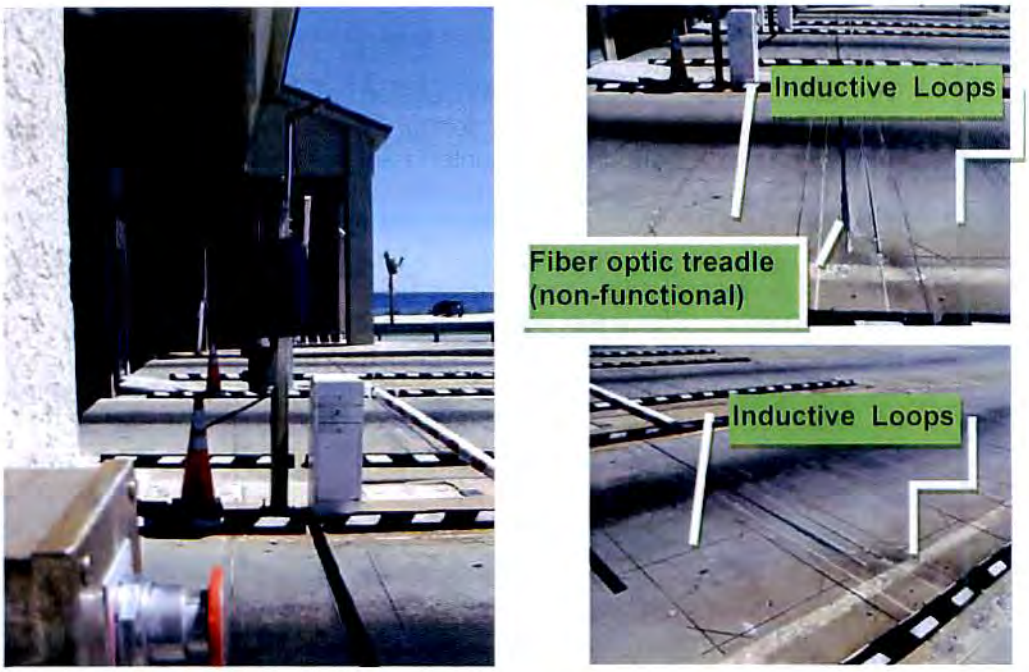


Figure 5. Toll Lane – Inductive Loops for Vehicle Counting and Gate Closure

4. AUTOMATIC VEHICLE IDENTIFICATION

The Automatic Vehicle Identification (AVI) subsystem consists of an AVI Reader device with radio frequency (RF) antenna (Sirit IDentity FleX Series). The AVI antenna is located above the toll lane on the exit side and is aimed back towards the entrance to the toll lane, as shown in Figure 6, below, to communicate with the transponder device mounted on the vehicle's windshield. The reader is located in the toll booth and connected to the PLC / Lane Controller. The reader detects and reads the transponder devices, and then passes the transponder ID number and status to the PLC for validation against the list of valid transponder ID numbers. If the transponder is determined to be valid (in good standing), the PLC signals the gate to open allowing the vehicle to pass through the toll lane without stopping to pay a cash toll. The PLC then passes the transponder ID number and status to the PC (HMI) for display so that the toll collector can verify the status (residential, commercial, expired, etc.). County staff indicated that the Sirit read/write (R/W) process requires four (4) different reads before opening the gate.

Figure 6. Toll Lane – AVI Reader / Antenna Canopy-mounted & Wall-mounted

The Sirit IDentity FleX Series AVI system shown below in Figure 7 is designed primarily for parking and access control applications. The FleX Reader reads Flex and Title 21 external bumper-mounted transponders. The Flex transponder used by the County has the windshield-mounted black hard-case form factor that does not use the "Title 21" protocol common in the toll industry. The FleX Readers can support up to four (4) antennae (i.e. up to four lanes). The FleX transponder does have a coin-sized battery that is easy for the user to replace, and with an expected life of 4 years. Since electronic / non-cash transactions are only pre-paid annual passes, and not individual toll payments that are decremented from a pre-paid toll account balance, such a system designed for parking / access control applications could be a valid, low-cost solution under certain circumstances.

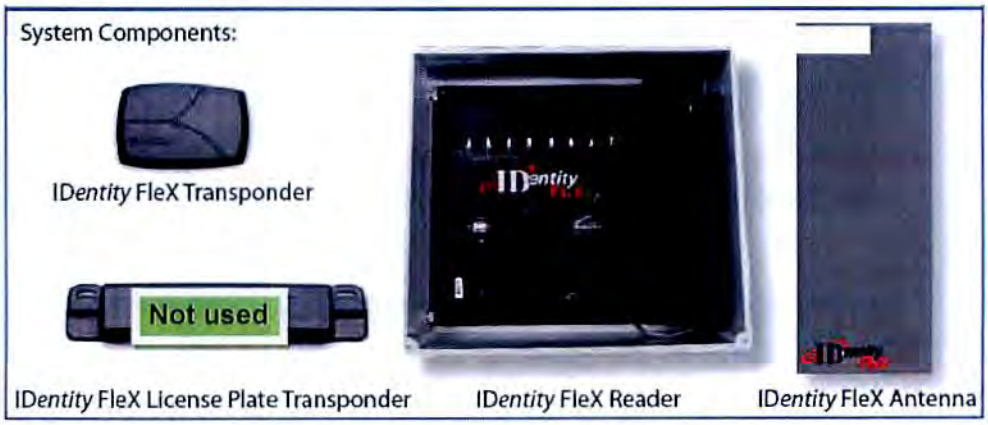


Figure 7. AVI System Components – Transponders (Windshield & Bumper-mount), Reader & Antenna

5. MOTORIST INFORMATION DEVICES

Motorist Information devices include various signs and signal lights in the lane as shown in Figure 8, below.

A red/green Canopy Signal is mounted on the canopy over the entrance to each toll lane to indicated whether the lane if open (green) or closed (red) to traffic.

The Patron Fare Display (or User Fare display) is an LED display board (Adaptive 2500 Series) operated by the lane controller PLC on which only a "Welcome" message was showing. It did not appear to be used for any other purpose. Typically such displays are used to convey the amount of toll due and whether the toll is paid.

Each lane is equipped with a small red/green Lane Exit Signal near the gate that is operated by the PLC. It typically shows red until the toll transaction is completed and the vehicle is free to exit the lane, at which time it changes to green.

Figure 8. Toll Lane – Canopy Signal, Patron Fare Display & Lane Exit Signal

6. CCTV SURVEILLANCE SYSTEM

The CCTV Surveillance System consists of two sets of cameras (i.e. one from each set per lane) mounted on the toll plaza canopy in weatherproof housings. One camera in each lane captures a broad "overview" of the toll lane including the vehicle, the toll booth and toll collector, and other features of the toll lane environment. The other camera in each lane is aimed to capture a closer view of the rear of the vehicle at the toll booth.

There are two DVR's located in the upper level mezzanine of the toll booth No. 4, one servicing the overview cameras and one servicing the four license plate cameras.

7. TRAFFIC BARRIER GATES SUBSYSTEM

The Traffic Barrier Gates subsystem consists of a traffic barrier gate (Magnetic Autocontrol™ Model MIB20 by Magnetic Automation Corp. Rockledge, FL 32955) at the exit end of each toll lane as shown in Figure 9, below. This gate is operated by the PLC at the lane controller; opening when the toll collector registers a cash toll "Paid," "Manual Entry," "Credit Granted," or "Exempt" transaction entry at the manual lane terminal, or when the PLC signals that it has detected a valid transponder; and closing when the vehicle exits the toll lane and crosses an exit loop in the pavement after clearing the gate.

Traffic gate open/close operation is slow and the gate motors reportedly require frequent maintenance service. County staff believes it is due to them being designed for parking lot applications and not for a toll lane. However, these are the same traffic gates (make/model) used on other Florida toll facilities.

Figure 9. Toll Lane – Traffic Barrier Gates

8. LANE TRANSACTION PROCESSING & OPERATIONS

Toll transactions are generated at the lane by the Lane Controller PC. The PLC is the Lane Controller operations interface to control the individual lane devices. The PLC receives data from the inductive loops in the pavement, the AVI reader, and the toll collector touch screen terminal and the lane controller PC; and also sends signals to the traffic barrier gate, the red/green lane exit signal, the patron fare display and the lane controller PC.

Based on observations and discussions with toll plaza and system maintenance personnel the typical toll lane operations are understood to be as follows:

- When the vehicle enters the toll lane and passes the entry loop, the transaction begins.

- If the vehicle has a functioning transponder that is read by the AVI reader device, the AVI reader identifies the unique transponder ID number and sends it to the PLC which checks it against a list (sometimes known as a "white list") of active, valid transponders for a match.
- If a match is found indicating that the transponder is valid (active status and in good standing), the PLC then reports the transponder ID number and status to the Lane Controller PC for the Annual Pass or Exempt toll transaction.
- The Lane Controller PC (running Wonderware HMI) then generates a toll transaction, sending it on to the System Server SQL database for storage.
- The PC also sends the transponder ID number and status to the toll collector workstation touch screen terminal.
- The PLC then signals the traffic gate to open and the red/green lane exit signal to turn green.
- If the transponder is functional, the AVI reader will notify the PLC of the ID number for validation. If the transponder is functional, but not valid, the PLC will not allow the traffic gate to open and the lane exit signal will remain red until the cash toll is paid or the traffic gate is manually opened by the toll collector.
- If the vehicle does not have a functioning transponder, the vehicle must stop for the closed traffic gate and pay the proper toll amount to the toll collector.
- When the cash toll is paid, the toll collector will register the "Paid" toll transaction on the touch screen terminal, which will send the message to the Lane Controller PLC.
- The Lane Controller (running Wonderware HMI) generates a toll transaction, sending it on to the System Server SQL database for storage.
- The PLC then signals the traffic gate to open and the red/green lane exit signal to turn green.
- When the vehicle passes under the gate and clears the exit loop, the loop signals the PLC to lower the gate. When the gate has reached a pre-set point of its open/close cycle, it can close upon receipt of the PLC signal. (Note: This operationally complex process has been problematic in that it has many moving parts and requires a high degree of calibration and coordination between the timing and position of the different elements.

Escambia County Bob Sikes Bridge
Toll System Upgrade Project
Request for Proposals
Appendix D - Attachment D-1
Excerpts from Bob Sikes Toll Plaza Emergency Repair Contract

Statement of Work
Bob Sikes Toll Plaza – Emergency Repair

Overview

The purpose of this Scope of Work is to document at a high level TransCore's approach in providing the Escambia County with a very basic replacement for a toll collection system. The SOW objectives are to preserve and protect existing data, reestablish revenue collection and auditability, and provide a safe and secure environment for toll plaza personnel within a short, but reasonable time period. The included estimate assumes the worst-case scenario of not being able to use any existing toll equipment. TransCore anticipates that we will be able to reuse portions of the equipment and will make every effort possible to do so to reduce the overall cost to Escambia County. In addition, reusability for a future toll system replacement will be a strong consideration when procuring equipment and materials.

Background

On December 2, 2014, TransCore, Atkins, and Escambia County met to discuss the current state of operations at the Bob Sikes Toll Bridge. The toll operations are currently impaired due to the host server not functioning properly. It was established that securing the existing customer data, reestablishing toll revenue collection auditability, and providing site security were the highest priorities to the County.

Statement of Work

1. Existing Server Investigation and Repair

TransCore recommends spending a minimal amount of time (24 hours) to identify and correct the issue with the existing tollbooth server and associated plaza and lane equipment. If TransCore can correct the issue with this server, it'll greatly reduce the amount of hours and cost needed for Escambia County to get auditing and basic toll collection functionality, and will assist in securing and protecting its customer account data.

2. Retrieve Customer Information

TransCore will work with Escambia County to retrieve the information from the Tollbooth server database. Depending on the results of the existing system repair, TransCore will either archive the data for future usage for Escambia County or use this data in conjunction with the Microsoft Excel spreadsheet currently being used as the basis to populate a TransCore Customer Account Management Server (CAMS) database. TransCore recommends the latter option to secure the data if the existing server is not repairable since it will be able to centralize Escambia County's account data and remove the need to maintain multiple customer account databases. Regardless of the approach, a copy of the data will be saved for archival purposes in case Escambia County has questions regarding the original content.

3. Setup TransCore Customer Account Management Server (CAMS)

In order to preserve data and provide accurate customer account information, TransCore recommends setting up a minimal version of their CAMS back-office product. CAMS will allow Escambia County to collect customer information in a centralized, secure environment. TransCore will purchase all necessary hardware and network equipment necessary to setup this back-office system and provide the high-availability product. TransCore will support importing the information from the existing Tollbooth server as well as the Microsoft Excel spreadsheet with customer information. This server would replace the spreadsheet currently being used to collect customer information and long-term could be integrated into the new toll system. The utilization of the CAMS back-office product will not negatively impact Escambia County's procurement of a new toll collection system.

4. Setup TransCore Digital Video Auditing Server (DVAS)

TransCore recommends setting up a DVAS server to provide Escambia County with video auditing and security for their toll collection system. TransCore proposes the use of 2 cameras per lane, one residing in the booth and a front-facing camera in the lane, to audit the collectors' actions as well as the corresponding vehicle. This method should

allow Escambia County a method to audit the system in case any questions regarding the system arise. In addition to the two cameras in the lane, TransCore recommends 2 additional cameras for security – most likely placed outside of lane 1 and lane 4 to protect cash and server equipment. An optional back-facing camera in each of the lanes is available in the total quoted count to collect license plate information, if desired.

The advantage of the DVAS product over a standard digital video recording system is that it is designed to work with a tolling system and allows immediate video playback of all transactions.

5. Develop in-lane application to support tracking cash and decal customers

If the current toll plaza system is not able to be restored, TransCore proposes the development of an in-lane vehicle logging application that would allow Escambia County the ability to count both cash and decal customers traveling through their lanes. This application will be extended to producing receipts eliminating the need to keep the existing attended lane software running in lane 1. TransCore will attempt to reuse existing hardware to complete this task, but will quote the hardware necessary to support this installation if the existing hardware is not reusable. In addition to the in-lane software, a reporting tool for supervisors will be developed to produce reports on lane activity. When possible, TransCore will quote hardware compatible with any future roadside toll collection system.

6. Ongoing Maintenance and Support

Finally, TransCore recommends spending a minimal amount of time maintaining the toll system equipment and supporting any ongoing issues until a new toll system can be procured. This will alleviated lengthy down times and mitigate loss of revenue. In the event that TransCore is successful restoring the existing server and toll system, we recommend a *Basic Level of Service* of 10 hours a month to monitor the server and apply any operating system or antivirus updates. If steps 3-5 are necessary, then we recommend and *Extended Level of Service* of 40 hours per month will be necessary to monitor the system and provide support, inclusive of necessary changes and adjustments.

Appendix E: Performance Measures and Service Levels

Refer to Volume IV Section 9 for Definition

APPENDIX E – PERFORMANCE MEASURES AND SERVICE LEVELS

TABLE 1 – SYSTEM TEST and OPERATIONAL PERFORMANCE MEASURES

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
1.	**Capacity and Scalability**	≥ 25,000 vehicle transactions per day ≥ 900 vehicle transactions per hour during peak conditions ≥ 4,500 vehicle transactions per hour during peak conditions ≥ 5,000 Customer Service Center account actions per day ≥ 25,000 Toll Pass accounts per year ≥ 15% credit card transactions per day ≥ 20% stored video transactions per day The above metrics shall increase at a rate of 5% per year over a 10 year period	Annual or as directed by COUNTY staff when there is performance degradation.	Observation / demonstration / reports
	I. Performance Level Calculation Shall be observed on each device and observed to be meet the capacity and scabilty measure. **II. Damages** For any device where the PL Requirement is not met, COUNTY reserves the right at its sole discretion to require the Contractor to replace the or modify the component or system until the above performance requirement is met.			
2.	**Time synchronization drift between system components**	1/10 of a second	Monthly	Observation / demonstration

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	III. Performance Level Calculation Time shall be observed on each device and observed to be accurate in accordance with the PL Requirement. **IV. Damages** For any device where the PL Requirement is not met, COUNTY reserves the right at its sole discretion to assess liquidated damages in the amount of one hundred dollars ($100) per non-compliant device.			
3.	**Message and image retention**	≥ 93 days lane data ≥ 731 days host data	Monthly	Observation / demonstration
	I. Performance Level Calculation Oldest message and image files shall be observed in each lane and observed to be in accordance with the PL Requirement. **II. Damages** For any device where the PL Requirement is not met, COUNTY reserves the right at its sole discretion to assess liquidated damages in the amount of one thousand dollars ($1000) per data retention device, per day of data not present. Note: This will not be tested until lanes are in production for more than 93 days.			
4.	**Scheduled reports run automatically that are complete and accurate.**[1]	Scheduled reports shall be delivered electronically to COUNTY-designated recipients no later than six (6) hours after the end of close of business for the reporting period	Daily	As reported by COUNTY staff (e.g., not receiving reports on time).
	I. Performance Level Calculation Time-stamped report observed to be complete and accurate, and delivered to recipient in accordance with the PL Requirement. **II. Damages** For any report delivered after the submittal deadline where the PL Requirement is not met, COUNTY reserves the right at its sole discretion to assess liquidated damages in the amount of one hundred dollars ($100) per late report. In addition, for any report that is inaccurate, COUNTY reserves the right at its sole discretion to assess liquidated damages in the amount of one hundred dollars ($100) per inaccurate report.			
5.	**Generation of on-demand queries/reports supported by the system application**	≤ 120 seconds	Annual or as directed by COUNTY staff when there is performance degradation.	For the annual performance audit, Contractor shall use third-party software to record screen and time elapsed while query/report is being generated.

[1] Scheduled reports refer to reports that are pre-defined and run on an automated routine such as traffic and revenue daily reports, etc.

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	I. Performance Level Calculation Sample set generation time average from third-party software. The average shall be calculated with a precision of two (2) decimal places. Actual PL (in seconds) = $(Time_1 + Time_2 + \ldots + Time_{100})/100$ **II. Damages** For every one (1) minute the Actual PL is over the required PL Requirement, the Contractor shall be subject to liquidated damages in the amount of one hundred dollars ($100) per report type per month, not to exceed 2% of Monthly Maintenance . In the event COUNTY commissions a third-party performance audit review as a result of performance degradation, the Contractor shall bear the cost of performing the audit if the result yields an Actual PL of one hundred forty-five (145) seconds. COUNTY shall select the number of query runs to make the test statistically significant.			
6.	**Time for a browser-application page to load and be populated with expected data (includes image review browser, and external web app, MOMS and all dashboards)**	< 1.50 second	Annual or as directed by COUNTY staff when there is performance degradation.	For the annual performance audit, Contractor shall use third-party software to record screen and time elapsed while a browser-application page is being loaded. For purposes of the sample set, browser-application pages shall be loaded on different workstations and shall include attempts to access operational and financial data. Furthermore, the browser-application pages used in the sample shall include all System applications. The sample set shall jointly be determined.
	I. Performance Level Calculation Sample set generation time average from third-party software. The average shall be calculated with a precision of two (2) decimal places. Actual PL (in hours) = $(Time_1 + Time_2 + \ldots + Time_{100})/100$			

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	II. Damages Damages shall consist of liquidated damages (II.a) II.a) Liquidated Damages For every one (1) second or fraction thereof the Actual PL is above the time required in the PL Requirement the Contractor shall be subject to liquidated damages in the amount of one hundred dollars ($100) per report type per month, not to exceed 2% of Monthly Maintenance .			
7.	**Loss of Transaction Data**	<0.05% per month	Semi-annually	TVAS video recordings and images and or independent monitoring. COUNTY will randomly select a sample set of data, ensuring that each lane is included in the sample set. At any time during this Contract COUNTY shall have the right to commission a third-party performance audit in the event that COUNTY suspects loss of transaction data.
	I. Performance Level Calculation Actual PL = Accurately Constructed UFMs in total sample set / total **sample** set. The Actual PL shall have a precision of three (3) decimal places. **II. Damages** Liquidated damages shall be calculated as follows: For EACH detected error above the PL requirement in the sample set the Contractor shall be subject to liquidated damages in the amount of one thousand dollars ($1,000), not to exceed ten thousand dollars ($10,000) for each review period. In the event COUNTY commissions a third-party performance audit review as a result of performance degradation, the Contractor shall bear the cost of performing the audit if the result yields an Actual PL of less than PL requipement, COUNTY shall select the number of query runs to make the test statistically significant.			

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
8.	**Payment card transaction transmission time customer intiation with payment card to notification back to customer**	≤ 45 seconds for lane transaction ≤ 30 seconds for web and CSC transactions	Semi-annually	Transaction reports, TVAS, or related to the processing of payment card (credit and debit) at the payment card interface to the application transaction detail report with the transaction creation time stamp, and the Toll Host database posting time stamp. COUNTY will randomly select a sample set of transactions, ensuring that each lane and device is tested. At any time during this Contract COUNTY shall have the right to commission a third-party performance audit in the event that COUNTY staff experiences performance degradation (i.e., queries/reports taking longer than PL to run). Excluding anything outside Contractor control.
	I. PL Calculation Sample set generation time average from third-party software. The average shall be calculated with a precision of one (1) decimal place. Actual PL (in seconds) = ($Time_1$ + $Time_2$ +…+ $Time_{500,000}$)/number of samples **II. Damages** For every thirty (30) seconds the Actual PL is over the PL Requirements, Requirementthe Contractor shall be subject to liquidated damages in the amount of one hundred dollars ($100) per report type per month, not to exceed 2% of Monthly Maintenance . In the event COUNTY commissions a third-party performance audit review as a result of performance degradation, the Contractor shall bear the cost of performing the audit if the result yields an Actual PL of over ninety (90) seconds.			
9.	**Availaiblity - includes all tolling equipment/software/servers/web application/payment card processing/LAN/MOMS that are operations and business critical**	≥ 99.90%	Monthly	MOMS or any other source of downtime data At any time during this Contract COUNTY shall have the right to commission a third-party performance audit in the event that COUNTY staff

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
				experiences performance degradation (i.e., queries/reports taking longer than PL to run).
	III. Performance Level Calculation For each channelized toll lane: Step 1) Calculate Allowable Downtime (in hours) = (24 hours x number of days in [month] x (100.00% - 99.90%)). Step 2) Calculate Actual Downtime based on MOMS data, excluding pre-approved preventative maintenance activities by COUNTY and/or equipment damages beyond the Contractor's control, or other exclusions allowable by COUNTY **IV. Damages** The Allowable Downtime and Actual Downtime amounts shall have a precision of two (2) decimal places for purposes of calculating liquidated damages. For every one (1) hour above the Allowable Downtime or fraction thereof, the Contractor shall be subject to Liquidated damages in the amount of 1% of the Monthly Maintenance Fee, not to exceed 5% of said fee. Example 1: Calculation of Allowable Downtime for the month of January = 24 hours x 31 days x (100.00% - 99.90%) = 44 min. The month of January had an Actual Downtime of 4.2 hours. Liquidated damages would be equal to 3% (3 hr. x1%) of the Monthly Maintenance Fee. Example 2: Same scenario as Example 1 but Contractor had pre-approved preventative maintenance that lasted 4 hours in January, decreasing Actual Downtime to 0.2 hours from 4.2 hours. No liquidated damages would apply in this example.			
10.	**Transaction performance accuracy (for each lane type)**	≥ 99.90%	Annually or as directed by COUNTY staff when there is suspected performance degradation. Note – If a lane is found not in compliance with the PL Requirement, that lane shall be subject to retest every 30 days until the	Source: Host transaction data and TVAS recordings Using a COUNTY-approved methodology, Contractor shall randomly select a sample set of five thousand (5,000) transactions.

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
			problem is corrected. If multiple lanes are not in compliance for the same reason, a sampling of the lanes shall be retested.	
	I. Performance Level Calculation For EACH lane payment type including: cash,AVI,Payment Card lanes: Actual PL (%) = Accurately processed cash transactions in the sample set / total transactions in sample set. **II. Damages** The Actual PL shall have a precision of two (2) decimal places (expressed as a percentage) for purposes of calculating liquidated damages. Liquidated damages shall be calculated as follows: For every 0.1% below the PL calculated from sample set, the Contractor shall be subject to liquidated damages in the amount of two percent (2%) of the Monthly Maintenance Fee (by lane type), not to exceed ten percent (10%) of said aggregate fee. Example: The Actual PL for lane 3 at the plaza was 99.70%. Liquidated damages would be 4% ((99.9-99.7)/0.1x2%) of the Monthly Maintenance Fee.			
11.	**Image correlation success – correlate image(s) to correct vehicle**	≥ 99.8%	Monthly	Data source: License plate images (rear plates) and TVAS recordings. Using a COUNTY-approved methodology, Contractor shall randomly select a sample set of five thousand (5,000) license plate images.
	I. Performance Level Calculation Actual PL (%) = Correctly correlated images to vehicles in sample set for [month] / total license plate images in sample set for [month] **II. Damages** The Actual PL shall have a precision of two (2) decimal places for purposes of calculating liquidated damages. Liquidated damages shall be calculated as follows: For every 0.1% below the PL calculated from the sample set, the Contractor shall be subject to liquidated damages in the amount of 1% of the Monthly Maintenance Fee, not to exceed 5% of said fee. Example: There were 10 license plate images incorrectly correlated in the sample subset of 5,000 for the month of February, the Actual			

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	PL would be as follows: Actual PL = (4990) / 5,000 = 99.8%. No liquidated damages would apply.			
12.	**Legible image success**	Rear plate: ≥ 99.0%	Monthly	Data source: License plate images (rear plates) and TVAS recordings. Use same sample set as defined in performance measure #11 (image correlation success)
	I. Performance Level Calculation Legible image (%) = Number of legible images in sample set for [month] / (Total license plate images in sample set for [month] – allowable exclusions[2]) **II. Damages** The Actual PL shall have a precision of one (1) decimal place for purposes of calculating liquidated damages. Liquidated damages shall be calculated as follows: For every 1% below the PL or fraction thereof calculated in the sample set, the Contractor shall be subject to liquidated damages in the amount of 1% of the Monthly Maintenance Fee, not to exceed 5% of said fee. Example: There were 60 illegible license plate images from the sample subset of 5,000 for the month of February, none of which qualified as an allowable exclusion, the Actual PL would be as follows: Actual PL = (4940) / 5,000 = 98.8%. No liquidated damages would apply.			
13.	**Automation of OCR**	≥ 70%	Monthly	Use same sample set as defined in performance measure #11 (image correlation success)

[2] Allowable exclusions shall include plates missing, temporary plates, obstructed plates where characters are covered, and damaged plates where characters are not visible, frames obstructing characters, and business rules relative to first time seen images, or images that once identified do not get automated or require additional review.

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency	Data Source for PL Calculation/Methodology
	I. Performance Level Calculation Automation (%) = Number of plates that automatically passed / (total number of legible plates in the sample – allowable exclusions[3]) **II. Damages** For every 1% below the PL or fraction thereof calculated in the sample set, the Contractor shall be subject to liquidated damages in the amount of 1% of the Monthly Maintenance Fee, not to exceed 5% of said fee.			
14.	**OCR leakage rate**	≤ 0.1%	Monthly	Use same sample set as defined in performance measure #11 (image correlation success)
	I. Performance Level Calculation Leakage rate (%) = Number of human readable plates that were not read by the OCR process / (total number of plates input into the system) **II. Damages** For every 0.1% above the PL or fraction thereof calculated in the sample set, the Contractor shall be subject to liquidated damages in the amount of two percent (2%) of the Monthly Maintenance Fee, not to exceed five percent (5%) of said fee.			
15.	**Accuracy of OCR processes**	≥ 99.90%	Monthly	Use same sample set as defined in performance measure #11 (image correlation success)
	I. Performance Level Calculation Accuracy (%) = Number of plates correctly indentified / (Number of plates automatically passed – allowable exclusions[4]) **II. Damages** For every 0.1% below the PL or fraction thereof calculated in the sample set, the Contractor shall be subject to liquidated damages in the amount of two percent (2%) of the Monthly Maintenance Fee, not to exceed ten percent (10%) of said fee.			

[3] Ibid
[4] Ibid

APPENDIX E – PERFORMANCE MEASURES AND SERVICE LEVELS

TABLE 2 – MAINTENANCE SERVICE LEVELS

TABLE 2 - MAINTENANCE SERVICE LEVELS (Hardware, Software, Processes, and Interfaces)				
Ref#	**Performance Metric**	**Performance Level (PL) Requirement**	**Measurement Frequency (All Plaza Groups and/or Other Subsystems unless otherwise noted)**	**Data Source for PL Calculation/Methodology**
Maintenance Acknowledgement, Response, and Repair Time Requirements [Time requirements apply year-round (24 hours / 7 days / 365 days)]				
1.	**Time to acknowledge**	≤ 30 minutes	Monthly	MOMS ticket events
	I. Performance Level Calculation For each day, Contractor shall compute the average of the ticket acknowledgement times during that period. The Monthly Performance Measurements Monitoring (MPMM) report shall list average acknowledgement time for each day, and also indicate the number of days where the average acknowledgement time exceeded the allowable PL requirement. Actual PL (minutes) for each day = Average value of the acknowledgement times of all daily ticket events. **II. Damages** For EACH day that the average acknowledgement time does not meet the PL Requirement, the Contractor shall be subject to liquidated damages in the amount of one-half percent (0.5%) of the Monthly Maintenance Fee, not to exceed five percent (5%) of said fee in aggregate for the monthly period. Example: During the month of January there were three (3) days where the daily average acknowledgement time was greater than thirty (30) minutes. Liquidated damages would be equal to 1.5% of the Monthly Maintenance Fee.			
2.	**Time to respond**	≤ 2 hours	Monthly	MOMS ticket events

TABLE 2 - MAINTENANCE SERVICE LEVELS
(Hardware, Software, Processes, and Interfaces)

Ref#	Performance Metric	Performance Level (PL) Requirement	Measurement Frequency (All Plaza Groups and/or Other Subsystems unless otherwise noted)	Data Source for PL Calculation/Methodology
	I. Performance Level Calculation For each day, Contractor shall compute the average of the ticket response times during that period. The MPMM report shall list the average response time for each day, and also indicate the number of days where the average response time exceeded the allowable PL requirement. Actual PL (hours) for each day = Average value of the response times of all daily ticket events. **II. Damages** For EACH day that the average response time does not meet the PL Requirement, the Contractor shall be subject to liquidated damages in the amount of one-half percent (0.5%) of the Monthly Maintenance Fee, not to exceed five percent (5%) of said fee in aggregate for the monthly period. Example: During the month of January there were three (3) days where the daily average response time was greater than two (2) hours. Liquidated damages would be equal to 1.5% of the Monthly Maintenance Fee.			
3.	**Time to repair**	≤ 4 hours	Monthly	MOMS ticket events
	I. Performance Level Calculation For each day, Contractor shall compute the average of the ticket repair times during that period. The MPMM report shall list the average repair time for each day and also indicate the number of days where the average response time exceeded the allowable PL requirement. Actual PL (hours) for each day = Average value of the repair times of all daily ticket events. **II. Damages** For EACH day that the average repair time does not meet the PL Requirement, the Contractor shall be subject to liquidated damages in the amount of one-half percent (0.5%) of the Monthly Maintenance Fee, not to exceed five percent (5%) of said fee in aggregate for the monthly period. Example: During the month of January there were three (3) days where the daily average repair time was greater than four (4) hours. Liquidated damages would be equal to 1.5% of the Monthly Maintenance Fee.			

Appendix F: Glossary of Terms and Acronyms

Appendix F – Glossary of Terms and Acronyms

Term/Acronym	Definition
24/7	Wherever used, "24/7" describes system and operations running 24 hours per day, seven days a week, and 365 days of the year.
6C	ISO 18000-6C, commonly used transponder protocol
Acknowledgement Time	Acknowledgement time for corrective maintenance is defined as the lapsed time between the time the Contractor's answering service is notified by either the County's MOMS or a human-induced alarm or telephone call, of a need for service, and the time the Contractor's technician acknowledges receipt of the work order.
Actual Downtime	Actual downtime refers to the actual time the System or subsystems were not available.
Actual PL	Actual Performance Level refers to the calculated performance level for a specific subsystem or component measured over a given time period.
ADA	Americans with Disabilities Act
Allegro	Transponder protocol used in Florida
Allowable Downtime	Time not counted in the computation of System Down Time.
Asset Management	This term describes the requirement for the System to be capable of tracking inventory parts (from ordering to retirement) to support operations and accounting functions such as lifecycle costs, depreciation, etc.
ASCII	American Standard Code for Information Interchange
Attended Lane	A lane type that supports cash collection with staffed personnel
ATS	Automatic Transfer Switch
AVC	Automated/Automatic Vehicle Classification – a roadside, overhead or combination of component(s) that process and classify vehicles
AVI	Automated/Automatic Vehicle Identification – a system which enables a vehicle to be automatically identified as it passes through a toll lane or toll zone. Transponder-based AVI captures an RFID-based identification number from a signal transmitted from an on-board tag or transponder to roadside receivers. Image-based AVI captures a photographic image of the vehicle license plate number for identification.
Bill of Materials	The list of components that make up the replacement of the County's Toll Collection System.
BOS	Back Office System

Term/Acronym	Definition
CAD	Computer Aided Drafting
Cash-Automatic	Refers to toll lanes equipped with an ACM that processes toll payments paid using coins.
Cash-Manual	Refers to toll lanes with a toll attendant that handles cash toll payments.
CCP	Change Control Process
CCSS	Centralized Customer Service System planned for participating Florida toll agencies
CCTV	Closed Circuit Television
CDRL	Contract Data Requirements List
Channelized Lane	Single toll lane that a vehicle must use when passing through a toll facility (i.e. not open road tolling or multi-lane free flow).
CM	Configuration Management
Code-off	This term describes the disposition of an image that has been determined to be not readable by human reviewer, or designated for a supervisory review, or for certain reporting queues as indicated by particular error code. The error code indicates the reason that the image is not human-readable.
Component	Part of a subsystem; may also be parts or equipment of the Toll Collection System
Configurable	Requirements noted as configurable shall be easily adapted without material changes to the System (hardware or software)
Contract	The binding agreement between the County and the Contractor listing specific terms between the entities.
Contractor	The party who enters into the Contract to design, furnish, install, and maintain toll collection system replacement equipment and related tasks assigned by the County
COTS	Commercial-Off-The-Shelf: Commercial software/hardware acquired from third parties other than sub-contractors for use in the System. It requires neither modification not customization, and is ready made software/hardware available for immediate purchase and use.
County	Escambia County
CPA	Certified Public Accountant
CSC	Customer Service Center
CSV	Comma Separated Values

Term/Acronym	Definition
Custom Software	Either pre-existing copyrighted or proprietary software of the Contractor or its subcontractor(s) which may or may not require modification or customization for specific use as part of the Project System; or software that would be developed or written by the Contractor or its subcontractor(s) to fulfill the requirements of this Contract.
DBMS	Database Management System
Designee	One designated by a person in authority to act in his/her behalf
Double Blind Review	The process of sending images for manual review by two separate reviewers, where the second reviewer does not see the results from the first review.
DBA	Database Administrator
Dedicated ETC MP	Electronic Toll Collection-Automated Vehicle Identification System Only at a Mainline Plaza
Detailed Design	The formal Project phase wherein the top-level definition, requirements and design of the System are refined, expanded and documented to a level of detail that can be used as a basis for implementation.
DDR	Detailed Design Review
DHSMV	Florida Department of Highway Safety and Motor Vehicles
DMV	Department of Motor Vehicles; See DHSMV
DSRC	Dedicated Short Range Communications
DSS	Data Security Standard
E2EE	End-to-End Encryption – Process of providing continuous protection of the confidentiality and integrity of stored and transmitted information by encrypting it at the origin and decrypting at its destination.
EMV	Europay, MasterCard, and Visa
Encompass® 6 or E6	Multi-protocol RFID AVI reader; part of the AVI subsystem
ERD	Entity Relationship Diagram
ESL	Expected Service Level
ETC	Electronic Toll Collection

Term/Acronym	Definition
FAT	Factory Acceptance Test
FCC	Federal Communications Commission
FDLE	Florida Department of Law Enforcement
FDOT	Florida Department of Transportation
Federated Identity Management (FIM) security	Common set of policies, procedures and protocols to manage the identity into IT systems and devices across the organization.
FIFO	First-In First-Out
FON	Fiber Optic Network
FTE	Florida's Turnpike Enterprise
GPS	Global Positioning System
GUI	Graphical User Interface
Host	A part of the transaction processing subsystem that (i) receives, processes, and stores the data contained in transactions and messages from the roadside component; and (ii) provides various services to the roadside component and other toll collection subsystems.
Hot List	An IPS-generated list created via a user configurable application that allows for screening of special interest license plates.
"Hot swap" or Plug-and-Play	Terms used to describe an accessory device that works immediately when connected to a computer with minimal or no setup configuration.
ICD	Interface Control Document
IFRS	International Financial Reporting Standards
Image	Photograph of a license plate and/or vehicle
ITIL	Information Technology Infrastructure Library
ITL	In-lane Traffic Signal Light
In-lane Violation Alarm Beacon	In-lane hardware device that generates a visible and/or audible alert when a vehicle passes through the lane without a detected method of payment.

Term/Acronym	Definition
ISP	FON-related Inside Plant
ITS	Intelligent Transportation System
JPEG	Joint Photographic Experts Group; format for compressing image files
LAN	Local Area Network
Lane-level Subsystem	The complete set of integrated hardware, software and communications elements that are used to record and process vehicles in a single toll lane or toll zone.
Lane Operational Modes	Refers to the operational status of the lane at any given time. There are five defined operational modes: "Open" – When the lane/zone is available to perform normal revenue collection operations, and open to traffic (i.e. Canopy Light is green). "Standby" – When the lane/zone is available to perform normal revenue collection operations, but closed to traffic (i.e. Canopy Light is red). "Closed" – When the lane/zone is not open for normal revenue collection operations, and is closed to traffic (i.e. Canopy Light is red); but lane/zone can collect data on passing vehicles and generate transactions if the lane is used. "Special Events" – When the lane/zone is open to traffic but not collecting revenue (note: lane/zone continues to collect data on passing vehicles and generate transactions) "Maintenance" - When the lane mode the lane/zone is not open for normal revenue collection operations, and is closed to traffic (i.e. Canopy Light is red); but is functional for maintenance work. Note: Transactions generated while in this mode shall be reported separately (i.e., not with the regular financial reports).
Lane Controller	Component(s) at the roadside that creates and processes transactions and sends to the Toll Host for further processing. The Lane Controller creates a transaction based on the information received from the roadside devices such as the AVC, AVI, etc.
Layer 2 switch communications	Layer 2 is defined as the data-link layer. It is responsible for transferring frames from one computer to another, without errors. After sending a frame, it waits for an acknowledgment from the receiving computer.
Layer 3 switch communications	Layer 3, is the network layer. This layer handles the routing of the data, addresses messages and translates logical addresses and names into physical addresses. It also determines the route from the source to the destination computer and manages traffic problems (flow control), and controlling the congestion of data packets.
Legacy systems	Subsystems and components of the existing toll collection system that will not be replaced with the new Toll Collection System.

Term/Acronym	Definition
LED	Light Emitting Diode
License Plate	This term describes the information the System shall be able to capture such as alpha characters, state, jurisdiction, etc.
Mainline Plaza	A toll collection facility that forms a barrier across the mainline of a toll road. Mainline plazas include toll lanes equipped to either collect cash tolls and/or identify customers paying tolls electronically; and a roadside administration building to support toll operations. The toll lanes can either be single channelized or open road tolling zones with multiple travel lanes.
MB	Manned Booth
Message	Pre-defined data string generated by the toll collection system devices and transmitted over the communications network.
Message Boards	Electronic signs used to convey messages to the customer in a toll lane.
MLT	Manual Lane Terminal
MOMS	Maintenance Online Management System
Monthly Maintenance Fee	Contractually agreed upon amount paid by the County to the Contractor for the maintenance of the Toll Collection System.
MOT	Maintenance of Traffic (as related to MOT Plan)
MP	Mainline Plaza
MTBF	Meantime Between Failures
MUTCD	Manual of Uniform Traffic Control Devices
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NIST	National Institute of Standards and Technology
NTP	Network Time Protocol; Also Notice to Proceed
OCR	Optical Character Recognition
OEM	Original Equipment Manufacturer

Term/Acronym	Definition
OSP	Outside Plant
OS	Operating System
PC	Payment Card
PCI	Payment Card Industry
P2PE	Point-to-Point Encryption - Process of providing continuous protection of the confidentiality and integrity of stored and transmitted information by encrypting it at the origin and decrypting at its destination.
PAT	Plaza Acceptance Test
PBX	Provider of Business Phone System
PCI-DSS	Payment Card Industry Data Security Standards
PDF	Portable Document File
PDR	Preliminary Design Review
Performance Set	Set of images for which review results are already known. Used to measure operator performance and accuracy.
PL	Performance Level
PM	Performance Measures
PMMR	Performance Measures Monitoring Report
Plaza	A physical or logical grouping of lanes and or toll zones. See Mainline Plaza and Ramp Plaza.
Plaza Group	A group of toll plaza facilities that includes a Mainline Toll Plaza and its associated Ramp Plazas.
Plaza Host	A possible alternative architecture that may be proposed by the Contractor that incorporates some or all of the Plaza functionality to a Host level.
Plaza-level Subsystem	The complete set of hardware, software and communications elements that are used to implement designated Plaza functionality.
POS	Point-of-Sale
Positive List	Data file of toll transponder numbers and related data hosted and exchanged by the County and other Florida interoperable toll agencies

Term/Acronym	Definition
Price Proposal	Price submitted by the Proposer
Project Manager	The person responsible for the implementation of the services described herein and lead personnel for both the Contractor and any of its anticipated subconsultants.
Proposal	A formal document that offers a plan and a course of action in response to the need of the toll system replacement/upgrade.
PSI	Pounds per Square Inch
PTD	Patron Toll Display
PTZ	Pan Tilt Zoom camera functions
P2P Configuration	Point-to-Point network configuration
QA	Quality Assurance
QM	Quality Management
RAID	Redundant Array of Independent Disks
Ramp Plaza	A lane, set of lanes, and/or toll zones that are logically associated with a Mainline Plaza for the purposes of control and reporting.
Reason Code	Information regarding the rejection of an image, categorized by codes.
Real Time	Of or relating to computer systems that update information at the same rate as they receive data, enabling them to direct or control a process.
Repair Time	The elapsed time between the time of response and the time the issue is resolved and System is restored to service.
Response Time	The elapsed time between the time the Contractor's answering service is notified by either the County's MOMS or a human-induced alarm or telephone call, of a need for service, and the time the Contractor's technician arrives at the designated work site with the proper tools and spares to conduct the work. If the corrective maintenance issue can be addressed remotely rather than onsite, then the response time shall be defined as the elapsed time between the time the MOMS system notifies the Contractor of the need for service and the time the appropriate Contractor maintenance personnel logs into the System for corrective actions.
RTCS	Roadside Toll Collection System which incorporates all elements of the new toll system from the lane to the Toll Host.
RFID	Radio Frequency Identification

Term/Acronym	Definition
ROI	Region of Interest – characters and jurisdiction from a license plate image
RTM	Requirements Traceability Matrix
RUP	Rational Unified Process
SAT	System Acceptance Test
SCM	Software Configuration Management
Security Access	Software and/or hardware mechanisms by which a system grants or revokes the right to access some data, or perform some action.
SeGo	Transponder protocol used in Florida
SIETET	System Initial End-to- End Test
SLA	Service Level Agreement
SNMP	Simple Network Monitoring Protocol
SNTP	Simple Network Time Protocol
Special Events	A lane mode invoked from the lane or Plaza where the lane or zone controller creates UFMs for all vehicles but the toll rate field contains zero dollars ($0)
SQL	Structured Query Language
SSO	Single Sign-On – system that allows a single user authentication process across multiple IT systems.
Statement of Work	Volume III of the Contract Documents
Stratum 1	Directly linked (not over a network path) to a reliable source of UTC time such as GPS, WWV, or CDMA transmissions. A Stratum-1 to,e server acts as a primary network time standard.
Subsystem	A group of similar or related functions that provide specified functionality in the Toll Collection System, e.g., the Lane-Level subsystem.
SunPass®	An electronic toll collection system program in use in the State of Florida and interoperable with E-PASS.
Supplier	A third party entity that supplies parts or services to the County.
System	The term used to identify the replacement of the County's Toll Collection System.

Term/Acronym	Definition
System Down Time	A planned or unplanned interruption in System availability
System Requirements	The collection of requirements documented in Volume IV of this procurement, which will be further refined during the course of the Project and approved by the County.
TCP/IP	Transmission Control Protocol / Internet Protocol – standard set of protocols for data transmission over networks, including Internet.
TIFF	Tagged Image File Format
Toll Attendant	A person located in a toll booth designated to classify collect cash tolls from customers using the toll facility and perform related activities associated with the collection of tolls.
Toll Collection System	The complete set of hardware, software, communications and infrastructure used for the purpose of collecting tolls and all related activities.
TollOC	Local Toll Operations Center Access
Toll Host	A subsystem that receives, processes, stores and reports on data contained in transactions and messages from the Plaza and Lane levels. This subsystem provides various services to the roadside subsystems.
Toll Lane	A channelized or free flow location equipped with in-lane, roadside and/or overhead equipment and associated software designed for the collection of tolls and/or toll related data.
Toll Zone	One or more un-channelized lanes interfaced to a zone controller where tolling data is collected using all electronic methods.
Traffic Signal	A device located adjacent to a toll lane equipped with traffic lights used to advise the customer (i.e. typically red or green lights).
Transaction	A single record of events associated with a passage of a vehicle through the toll lane/zone.
Transponder	An electronic RFID device or sticker designed to be mounted in or on a vehicle and used for the purposes of associating the vehicle with an E-PASS or other toll or non-revenue account.
Transponder List	Data file of toll transponder numbers and related data hosted and exchanged by the County and other Florida interoperable toll agencies
Triple DES	Common term for "Triple Data Encryption Algorithm". DES stands for Data Encryption Standard.
TVAS	Transaction Video Audit Subsystem
TVSS	Transient Voltage Surge Suppression
UFM	Universal Financial Message – a single record of events associated with a passage of a vehicle through the toll lane (or toll zone).
UL	Underwriters Laboratories

Term/Acronym	Definition
UML	Unified Modeling Language
UPCT	Unattended Payment Card Terminal
UPS	Uninterrupted Power Supply
US GAAP	Generally Accepted Accounting Principles
UTC	Uniform Traffic Citations
V/DRs	Variance/Defect Reports
Vault	Secure metal device that is used in the current ACM operations and contains coins collected from customers in the ACM.
Violation Alarm Beacon	See In-Lane Violation Alarm Beacon
Violator Alert List	A list of designated chronic violators.
VOI	Vehicle of Interest
VPC	Violation Processing Center
VSR	Vehicle Signature Recognition
WAN	Wide Area Network
XML	eXtensible Markup Language

Exhibit I / B

Technical Specification

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

TransCore, LP Initial Submittal

Negotiated Exceptions to the Scope of Work and TransCore, LP Initial Submittal

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, TransCore, LP Initial Submittal

ESCAMBIA COUNTY, FLORIDA

A TECHNICAL PROPOSAL FOR

Bob Sikes Bridge Toll System Upgrade Project

DUE: April 28, 2015, 2:00 PM
Solicitation Identification Number PD 14-15.030

Prepared For:

Escambia County
213 Palafox Place
Pensacola, Florida 32502

Mr. Paul R. Nobles, CPPO, CPPB
Purchasing Coordinator

PREPARED BY TRANSCORE

Mr. Jim Wilson
Senior Vice President
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Orlando, Florida 32837
407-382-1301

TRANSCORE®
Trusted Transportation Solutions

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TRANSCORE.

April 27th, 2015

Escambia County, Florida
Office of Purchasing, Room 11.101
213 Palafox Place,
Pensacola, FL 32502

Attn: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCC; Purchasing Coordinator

Re: Response to Specification Number PD 14-15.030,
Bob Sikes Bridge Toll System Upgrade Project

Dear Mr. Nobles:

The Escambia County (County) is about to undertake an important program with its Toll System Upgrade Project. This project will not only provide a much needed life-cycle system upgrade, but it will also set the stage for making the system interoperable with other tolling agencies. Having successfully deployed many similar toll systems for numerous Florida agencies, TransCore has proven itself to be a trusted tolling partner that will represent a low risk choice for the County.

TransCore understands the County's needs and strongly believes that our accompanying response meets those needs. TransCore is committed to implementing the toll system by March 1st, 2016 as proposed by the County. Our response demonstrates how we will design, implement, test, and maintain the toll system using the most advanced technology solution available in the toll industry today, providing the least amount of risk for schedule, cost, and performance. Our solution is based on our ***Infinity***∞ and ***Integrity*** products. This product has been deployed at thousands of lanes across the U.S, including for four agencies within the State of Florida. We have included client references in our response and we encourage the County to contact them regarding their experience.

Our project team is experienced and thoroughly understands the County's needs and how our solution can meet them. The team is comprised of some of the best experts within the tolling industry along local personnel who understand the County and its needs. Our team will be led by Mr. Rodrigo De Paula as project manager and Mr. Jim Wilson as project principal, both of whom have experience in toll system deployment projects of similar scope and collectively have well over 25 years of project management experience. Mr. Wilson will serve as TransCore's primary contact person. Jim can be reached at 321.281.4051 and at jim.wilson@transcore.com.

We thank you in advance for your consideration of our proposal and look forward to the opportunity to discuss our capabilities in further detail.

Best regards,
TRANSCORE LP

Michael F. Holling, P.E.
Vice President

1 | INTRODUCTION

The TransCore team is delighted at this opportunity to present our ***Infinity***∞ and ***Integrity*** product solutions to the Escambia County (County). A modern and reliable roadside toll collection system and customer account/service management back office system, with a complete customer website solution, will provide a positive overall experience to your customers as they travel the bridge within your community or within the State and use your new customer service system website. After all, a problem free experience in the lanes and at home encourages local residents and visitors alike to use the bridge and services again and again. Therefore, the performance and flexibility of your "interoperable-ready" toll system will be a direct reflection on the County and its future interoperable partners.

Equally important to attracting customers and maintaining customers are the steps taken to ensure that your ideal system becomes a reality. The system should be easy to understand, flexible to grow as the needs of customers change, incorporated with proven technologies, and operated at the most efficient level. Ensuring that all systems and processes work in concert takes expertise and experience and is vital to maintaining the system without interruption. Additionally, the new system should be brought to life while minimally disrupting the existing system and the traveling public - and we have extensive experience accomplishing that.

Working with TransCore eliminates the daunting uncertainties in delivering a superior system, because we know, perhaps better than any other vendor, what it takes to get it right. Our fundamental approach to roadside systems goes back to the very birth of the radio frequency identification (RFID) based electronic toll collection (ETC) industry itself, with our first roadside ETC system opening in 1989 in Dallas, Texas. We continue to improve from lessons learned over the years, and we remain at the forefront of all the latest technologies in roadside solutions.

With the above factors in mind, TransCore is pleased to provide the Escambia County with this proposal outlining how we will provide the technical expertise to upgrade the existing Bob Sikes Bridge Toll. As a leading provider of toll systems and services, TransCore can provide a solution that meets all of your needs. We are confident that the approach and the ideas presented in the following pages describe a solution that meets your needs, provides a superior baseline upon which to introduce newer capabilities smoothly into your system, and delivers a technical system that will economically and efficiently meet your customers' needs now and into the future.

At the same time, we would like to be up front and respectfully state that the solution we include in this proposal in not fully compliant with the RFP requirements. However, as you will see in the remainder of our proposal, our approach is based on proven solutions, delivery methods, and thoroughly exercised processes that have been developed and refined in partnership with other SunPass interoperable partners and customers with similar requirements. We are committed to providing a comprehensive and balanced solution and the County will benefit from the efficiencies gained from our experience working with tolling agencies in Florida and around the world.

Our proposal offers the right mix of technologies and – most importantly – the people that will work with your staff and your Consultants to meet the challenges that lie ahead. Our aim is to ***take the drama out of tolling***, such that your customers – *our customers* – are not inconvenienced by the system, but rather gain confidence through demonstrated accuracy and performance. We will deliver systems that foster public acceptance of the system and to ensure that every revenue opportunity is captured.

We will achieve this by delivering systems that are accurate, auditable, and efficient at creating toll transactions.

We know our roadside solution fully meets the performance requirements of Florida agencies. Our expert understanding of the equipment and services required as well as how to deliver these in a professional, timely, and efficient manner adds to the confidence that the new system performs effectively from Day 1. We are confident the solution TransCore is proposing incorporates the latest and most flexible system available in the industry.

No other company has more years of experience designing, installing, testing, and operating toll authorities' roadside systems than TransCore. We will take that experience and use it to partner with Escambia County in meeting your system needs.

1.1 Company Overview

TransCore is a wholly owned subsidiary of Roper Industries, Inc. (Roper), a publicly traded company based right here in Florida, with solid cash flow from operations and substantial revolving credit facility and investment grade balance sheet. You can trust that TransCore will be here for many years to come.

Over the past 75 years, TransCore has built a strong foundation in transportation services and technology, as well as a rich tradition of innovation and integrity. Our heritage in radio frequency identification (RFID) – a wireless data technology that allows communications between readers and electronic transponder devices attached to vehicles, equipment, and containers – has been a consistent thread throughout our transportation applications and product development. We have built on our strengths to deliver a strong portfolio of transportation offerings—an extensive suite of enterprise software applications, business process outsourcing, system integration, and customer care and maintenance services—to provide complete solutions, configurable to our national and global customers' requirements.

Today, TransCore has installations and products in 46 countries, more than 100 patents, and our systems process more than 5 billion transactions annually. Our extensive experience includes the design, delivery, operation, and maintenance of North America's first electronic toll collection system in Dallas Texas in 1989, the world's first electronic border crossing system in Otay Mesa, California in 1995, the first electronic vehicle registration transponder system in China in 2000, the world's first reversible open road tolling bridge in Tampa, Florida in 2006, and the world's widest open road tolling zone (seven ORT lanes) in Dubai, UAE in 2006. Our experience with tolling systems alone includes more than 7,400 installed electronic toll collection lanes worldwide and 27 customer service centers. In 2010, *Engineering News-Record* ranked TransCore No. 140 out of the Top 500 Design Firms.

1.2 TransCore's RFID Technology Heritage

Five scientists from the renowned Los Alamos National Laboratory in the U.S. founded TransCore's RFID technology. This groundbreaking wireless data technology – one of TransCore's many firsts – allows communications between readers and electronic transponder devices attached to vehicles, equipment, and containers. These five scientists developed RFID technology for two divisions of the federal government — the Department of Energy to track vehicles and nuclear materials and the Department of Agriculture to track cattle and monitor their health. Companies around the world now use our technology to identify, track, and monitor almost anything that moves, from electronic toll and traffic management to commercial and private fleets and from airport, parking, and access control applications to rail and intermodal yards.

1.3 TransCore's RFID Manufacturing Facility

The most creative minds in the transportation industry are at work at our ISO 9001:2008 quality certified manufacturing facility in Albuquerque, New Mexico developing the latest in innovative transportation technology.

TransCore's Manufacturing Center

Our state-of-the-art, quality controlled, high volume, highly automated, and versatile manufacturing facility was custom designed to accommodate RFID technology development and production. At this modern facility, our development and manufacturing team conducts research and development, product engineering (hardware and software), assembly operations, and materials and quality functions.

More than 54.4 million RFID tags and 72,000 readers have been distributed worldwide from this facility for transportation applications – and more than 27 million sticker tags have been deployed. These products have been deployed in toll and traffic management markets, as well as electronic vehicle registration (EVR), border crossings, airports, parking facilities, rail, toll installations, secure sites, and institutional campuses.

Our world class manufacturing, combined with extensive quality control and verification testing of tags and readers, plus proper programming and marking of our products ensures usable, working products out of the box. As one of the largest systems integrators, installers, and transponder distribution customer service center operators, we also have the unique ability to see the benefits of our own high quality products or to detect problems early and proactively correct them.

We closely coordinate and communicate with our customers to ensure future requirements are anticipated and promptly fulfilled.

TransCore's Test Track

Our manufacturing facility includes a high-speed test track where we develop and test new transponder and reader technology. This test facility has four travel lanes, plus two shoulders. The track is approximately one-third of a mile in length and supports vehicle speeds up to 90 mph /145 km/h through the tolling zone.

1.4 Relevant Experience

TransCore recognizes that the County expects its vendor to have the expertise and experience required to design, test, integrate, implement, and maintain roadside systems. And we are a vendor with field-proven solutions that are successfully serving millions of motorists and their toll authorities across not just Florida, but the country and around the world every day.

TransCore has served toll agencies for the past 75 years. We are at the forefront of the most technologically advanced tolling system solutions:

- Mixed-Use/AVI, Dedicated/AVI, and All-electronic tolling (AET) technology in the tolling zone and back office
- Video tolling, both in image capture and image processing
- Extensive interoperability deployments in Florida and across North America
- Operations of AET systems, especially the implications to ready tag availability and the importance of retail presence in customer interface
- Integration of traffic management, including congestion pricing
- Wide area, high bandwidth, fiber optic networks
- Deployment of advanced kiosks for tag and service availability

The following figure shows our toll customers:

Figure 1: TransCore's Toll Customers

As a toll industry leader, we possess both depth and breadth of roadside ETC system experience that pays off in countless ways for authorities like yours. The following table represents just a sampling of the systems we have deployed and operated that we feel are relevant to your scope of work.

Table 1-1 - Sample of Relevant System Previously Deployed

Client	Work Description	Team Size	Contract Length	Prime or Subcontract or	Project Results
Town of Bay Harbor Islands	The single toll plaza with 8-cash/pass lanes was converted to a single AET plaza with 4 lanes. The system was delivered successfully with an identical methodology to what we're proposing for Bob Sikes.	Primary support team of 6 individuals.	June 2013 - Present	Prime	System deployed and in operations and maintenance phase.
Miami-Dade County Venetian and Rickenbacker Causeway plazas	System Upgrade at 2 toll plazas and 8 lanes (Dedicated AVI and ORT lanes) with ***Infinity***∞ . Customer Account Management System (***Integrity***) and external Customer Website for Annual Pass and Account Management.	Primary support team of 6 individuals.	June 2013 - Present	Prime	System deployed and in operations and maintenance phase.
South Norfolk Jordan Bridge (SNJB)	Operate a call center, IVR, website, and a data center to process AVI and image-based transactions.	Primary support team of 5 individuals, not including back office personnel.	November 2012 – Present	Prime	System deployed and in operations and maintenance phase.
Maine Turnpike Authority	Designed, integrated, and installed 124 lane controllers at the 17 toll plazas over 100 miles of roadway. Provide full maintenance service.	Primary support team of 9 individuals.	5/1/2002 – Present	Prime	System deployed and accepted as of May, 2005. Currently in maintenance phase.
Lee County Department of Transportation	Procure and install 3 plazas and 13 lanes of mixed-use lanes (manual, ORT). Provide software development and maintenance.	Primary support team of 5 individuals.	6/27/2006 – Present	Prime	System deployed and accepted as of November, 2012. Currently in maintenance phase.

1.5 Project References

Our toll professionals obtain high marks from authorities nationwide for their expertise in delivering toll systems that provide world-class service to their patrons.

Following are references with relevant project scope and we respectfully encourage you to contact them and confirm our ability to successfully deliver project results in a professional and courteous manner. Additional information and references available upon request.

1.5.1 Town of Bay Harbor Islands

Project Name	**All Electronic Conversion of the Bay Harbor Island toll plaza.**
Contact Name, Title, Telephone Number, Email	**Ron Wasson, Town Manager** Phone: 305-866-6241 / Email: rwasson@bayharborislands.net
Project Scope (high level)	Conversion of an 8-lane cash/pass plaza to 4 AET lanes. Agency size and system delivery methodology were very similar to what we are proposing for the Bob Sikes Bridge.

1.5.2 Miami-Dade County, Public Works Department, Causeways Division

Project Name	**Toll system upgrade at the Venetian and Rickenbacker Causeway toll plazas.**
Contact Name, Title, Telephone Number, Email	**Michael Bauman, Division Chief** Phone: 305-854-2468 / Email: mikeb@miamidade.gov
Project Scope (high level)	System Upgrade at 2 toll plazas and 8 lanes (Dedicated AVI and ORT lanes) with ***Infinity***∞ . TransCore's Customer Account Management System (***Integrity***) and external Customer Website for Annual Pass and Account Management.

1.5.3 Lee County Department of Transportation

Project Name	**System upgrade at the Sanibel, Midpoint, and Cape Coral toll plazas.**
Address	2601 Brickell Avenue, Miami, FL 33129-2809
Contact Name, Title, Telephone Number, Email	**Rob Radford, Director of Tolls** Phone: 239-573-1218 / Email: rradford@leegov.com
Project Scope (high level)	System Upgrade at 3 plazas and 13 lanes (Mixed-Mode, Dedicated, and ORT lanes). Software development, maintenance, and integration of overall solution with the County's Annual Pass & Discount program.

2 | UNDERSTANDING OF THE PROJECT

TransCore understands the Bob Sikes Toll System Upgrade project requirements as it has successfully delivered projects with comparable requirements. In fact, the Central Florida Expressway Authority (CFX) is also in the process of procuring a toll system upgrade, which TransCore was selected for and is currently negotiating with CFX. The requirements contained in both the Bob Sikes Bridge and the CFX Toll System Upgrade RFP documents are similar and extensive. Having recently responded to the CFX RFP, TransCore is familiar with the level of effort, time, and overall cost that would be involved in adequately complying with the Bob Sikes Toll System Upgrade Project RFP in its entirety. TransCore respectfully believes that fully complying with the RFP requirements would be cost and time prohibitive to the County. As such, we have taken several liberties in proposing a system that is more consistent with other deployments in the State of Florida that we believe are of major benefits to both parties. Therefore, TransCore respectfully takes exception with fully complying with the requirements in the RFP and states that it will provide the toll system solution as identified in this proposal. As an example, but not as an all-inclusive list, our proposal does not include a fully redundant Host, Plaza, and Back Office systems located at an offsite facility; it does not include all required design and testing phases and CDRL document deliverables. Additionally, TransCore respectfully takes exception to some Payment Terms, Performance Measures, Special Terms and Conditions, and Instructions to Offerors. These exceptions have been included in Appendix B of our proposal.

This does not mean that our proposed toll system solution for the County will be inferior to one that would fully comply with the RFP. To the contrary, TransCore guarantees that our proposed solution will meet most of the RFP performance measures and service levels outlined in our proposal and here is why. TransCore proposes its ***Infinity∞*** and ***Integrity*** toll system and back office solutions for the Bob Sikes Bridge Toll System Upgrade project. These same systems have been successfully deployed many times for other customers and perfected after each project. As an example, the ***Infinity∞*** system has recently been tested more rigorously in Florida than any other toll collection system in the United States – an independent, third-party consultant team performed over 60,000 controlled platoon vehicle test runs over a six-month test period during this past year at the Florida Turnpike Enterprise (FTE) test track. The repeated, controlled tests used 12 vehicles making 96 passes each with known tag assignments of varied types. The effort was a comprehensive test at varied speeds, classifications, and transponder statuses. The testing specifically addressed the transaction formation subsystems of AVC (Automatic Vehicle Classification), AVI (Automatic Vehicle Identification), and IPS (Image Processing System). After extensive testing and subsequent verification that our system continues to meet these metrics operating in a production environment, we can state without hesitation that the ***Infinity∞*** system will yield performance results similar to those contemplated in the RFP.

A system that underwent and passed such a rigorous test must have a solid design to optimally run it and that is the case with our ***Infinity∞*** system. TransCore will provide the County with a turnkey solution that incorporates the design enhancements made in all of its previous

deployments. The proposed design is capable of interoperability with FTE through Universal Financial Message (UFM) formatted transaction data without any equipment replacements. Future integration with internal or third party violation/image processing centers can also be easily accomplished and without the need to replace our proposed solution.

We understand the County's requirement to modernize its annual pass program by implementing a reliable and cost effective transponder and AVI based annual pass program solution. The RFP requirements allow for alternatives to the preferred ISO 18000-6C (6C) protocol solution. Thus, TransCore respectfully proposes the use of SunPass transponders (SeGo protocol) as an alternative. SeGo is the only protocol currently used by Florida agencies such as FTE, MDX, THEA, and CFX and is consequently part of the interoperability agreements currently in effect in Florida. This protocol is also being used on the nearby Mid-Bay and Garcon Point bridges. As further elaborated in the ***Integrity*** customer service system section of the proposal, we suggest that your customers purchase SunPass transponders as their annual pass transponder. We believe this is a better solution to the County and its customers as described in the above mentioned section of our proposal. We have provided pricing for our SeGo protocol transponder solution for the County's analysis though. The AVI reader we propose is the Encompass® 6 (E6) reader, which is manufactured by TransCore supports multiple protocols. The E6 readers we are proposing for the Bob Sikes Bridge project will be the same as for all other Florida agencies.

Our maintenance program will keep your system running smoothly once it's fully implemented. TransCore's proposed maintenance program addresses the vast majority of the RFP requirements. It includes onsite coverage from our existing TransCore staff located within minutes of the Bob Sikes Bridge toll plaza. They will provide preventative and 24/7 corrective maintenance coverage should hands-on-deck be needed. The onsite staff will have the support of TransCore's Maintenance Monitoring Center (MMC), which will handle 24/7 monitoring of the system remotely from our Orlando office location.

TransCore's Maintenance Monitoring Center (MMC)

TransCore proposes its ***Integrity*** back office system to handle your customer service and account management needs. ***Integrity*** is TransCore's next generation financial management solution for tolling that builds upon the following foundational strengths: Proven Track Record, Experience, Customer Service, and Industry Innovations. The ***Integrity*** team looks forward to demonstrating this integrated software solution that addresses many of the important features identified in the RFP.

TransCore understands the County's challenges and how important it is for the County to have:

- A reliable and auditable roadside tolling system deployed quickly and with minimal impact to the travelling public and current tolling operations.
- An user friendly yet robust customer account management system with a customer website that allows customers to access and manage their annual passes and account information.
- An overall toll system and transponder solution that can be interoperable with other agencies such as FTE and other future systems such as violation/image processing, or collections without the need to replace roadside and back office equipment.
- A maintenance program that effectively keeps the new system up and running for years.

TransCore believes that our proposed solution meets your needs and will exceed your expectations.

2.1 Toll System Solution

The toll system software application is distributed among various levels. The system utilizes a logical three-tier architecture – lane, plaza, host. Lane Subsystems interface with the Plaza Subsystems which then interface with the Central Processing Center (CPC), which is the central host in our toll system solution. The figure on this page shows the interfaces between these three tiers. Systems external to the core 3-tier toll solution are also shown, such as the ***Integrity*** system.

Transactions from the lanes are posted to a database at the plaza, which acts as the data intermediary between the lanes and the CPC. The plaza databases are replicated at the host (CPC) forming

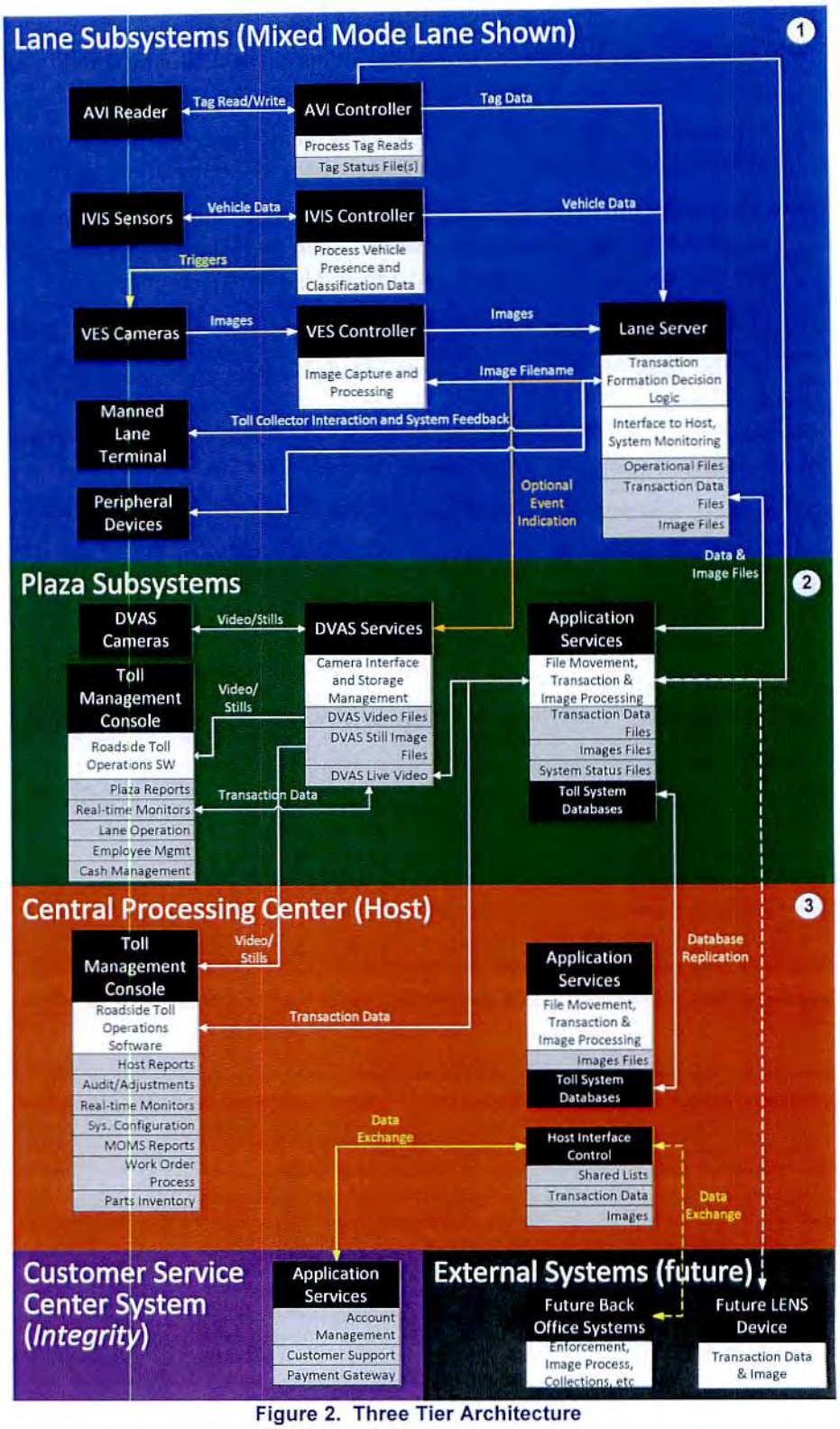


Figure 2. Three Tier Architecture

a logical three software tier. In the Bob Sikes Bridge implementation, the plaza system will physically reside in the same hardware as the CPC. As such, TransCore respectfully requests that the combined Plaza and CPC systems be located at the Bob Sikes Bridge toll plaza as allowed by the RFP.

The CPC is the conduit to future external systems such as the Customer Service Center (CSC) and future third party agencies and systems such as FTE, Toll enforcement Centers (TEC), Image Processing Subsystem (IPS). The CPC has already been successfully interfaced with FTE's back office for many other projects, so your system will be ready for interoperability with FTE when needed. In the Bob Sikes Bridge system, the CSC functionality will solely be allocated to the TransCore Customer Account Management System (***Integrity***). ***Integrity*** is the system that your CSC will use to manage the annual pass accounts and determine which transponders are associated with annual passes and are therefore eligible for a discounted toll. The CSC will then post transponder transactions to those accounts and run financial/audit reports monthly or as needed.

TransCore is choosing not to provide the optionally required Toll Enforcement Center (TEC)/Violation Processing Center (VPC), Image Processing Subsystem (IPS), Collections, and Optical Character Recognition (OCR) functionalities as part of this proposal. However, TransCore is open to further discussions regarding the provision of these optional systems with the County and its Consultants during the negotiations process should TransCore be ultimately selected for this project by the County.

At the lane level, our lane solution consists of replacing the existing tolling equipment in all 4 lanes with brand new ***Infinity***∞ lane solution. This includes the replacement of all in-booth, overhead canopy, and in-pavement tolling devices.

TransCore recommends that all 4 lanes be equipped with the same, yet flexible, ***Infinity***∞ lane solution. This will allow the County to open each lane in any of the following modes without adding equipment: Cash/AVI (Attended), Cash/Credit Card/AVI (Attended), or Dedicated AVI Only (Unattended). Alternatively, the right most lane, and other lanes if desired, could be equipped only as Dedicated AVI if desired. We will work with the County and its Consultants to determine the best mode for each lane. Unattended Credit Card lanes and Automatic Coin Machine lanes are respectfully not being provided as part of this proposal.

The foundation of the system is our highly configurable lane and host software. Configurable parameters include physical dimensions, communications parameters, and business rules for vehicle processing. Just a few days of meetings between the County, its staff, and our team will be needed to review the available configurable parameters and decide on the operational system configuration.

This product approach provides many advantages to the County. Foremost is that you will be receiving a solution that was conceived and developed to provide integrated operations – not a collection of disparate parts from different vendors combined to provide a system. Coupled with local integration and remote support, this leads to reduced costs and schedule for deployment and ease of long term maintenance.

Each of the various subsystems includes the latest innovation in technologies to provide a system that will allow us to exceed the County's project goals and provide ***high value and low risk.*** Whether it is the advanced classification algorithm used by our IVIS or the user friendliness of our ***Integrity*** system, our product offerings include a technical solution that represents some of ***the most advanced technology in the toll industry.***

Over the long term, the County will benefit from our product-based approach because we strive to maintain a single, consistent software package for our host system and lane controllers. As improvements are made to the software, they are provided to all customers. This provides benefits for both TransCore and our customers. We benefit because we have only a single software package to maintain for our customer base. Our customers benefit by being provided advancements that were developed for other systems. This helps to minimize expenses over the long term, while also proving support for new technologies.

Our modular approach also allows for new or additional technologies to be integrated into the system. The blade-based architecture employed by our lane controller means that new devices can be added through the addition of a new function-oriented blade without impacting the existing software or blades.

2.2 Lane System Description

2.2.1 Lane Software Modules

The ***Infinity***∞ lane software is modular and distributed to blade-based lane controller hardware. A lane system consists of multiple modules, each dedicated to a specific purpose. A lane consists of a combination of the following modules distributed on one or more hardware blades:

Figure 3. *Infinity*∞ Blade Solution - Modular Design

- **Lane Server** –monitors the various revenue collection devices resident at the lane, such as (MLT, Credit Card POS, AVI), provides data to patron feedback devices, and formulates a transaction record. Each transaction is written to a file (one transaction record per file). As each transaction file is written it is automatically pulled by a process on the plaza server, where the file is processed and the contents stored in the database.
- **AVI Controller** – interfaces directly with the AVI reader to collect tag reads and determine reader status; reports data to the Lane Server.

- **VES Controller** – interfaces with the license plate cameras; manages the capture of images and the naming of image files. The VES Controller functionality runs on the Lane Server blade.
- **IVIS Controller** – interfaces with the IVIS sensors; determines vehicle separation, counts axles, calculates vehicle speed and length, and sends triggers for license plate capture.
- **Digital Data Controller (DDC)** – interfaces directly with optional digital I/O devices such as traffic signals and violation beacons.

2.2.2 Lane Operations

Attended lanes are opened for an attendant or toll collector to manually process cash or electronic payments from inside a toll booth. The toll booth contains a manual lane terminal (MLT) touch screen and receipt printer. The peripheral hardware is configurable per lane and will consist of the following items:

- Lane status indicator light (opened or closed)
- Traffic light
- Patron fare display
- Violation audible alarm
- Violation visible beacon

The attended/AVI lanes primarily operate in one of two modes:

- Attended/AVI mode – the functionality and operation of the lane supports accepting cash payments to the toll collector, as well as AVI payments
- AVI-only mode – the functionality and operation of the lane is the same as described for an AVI-only lane

The software for the Attended/AVI lanes provides the required functionality using touch screen interfaces for the toll collector to efficiently perform duties, including:

- Opening/closing the lane for operation by supplying secure login and password information; the proximity card reader in the booth can be scanned to quickly enter the toll collector login ID, after which the attendant enters a password to access the system
- Classifying vehicles using single button selections, including the ability to up-class a vehicle by adding additional axles beyond the standard class configurations
- Recording payment received by selecting a single "Paid" or "Tag Paid" button once the vehicle has been classified
- Printing a toll receipt for transactions, including AVI and non-revenue transactions, upon patron request
- Classifying unusual occurrences within the lane, such as emergency vehicles or insufficient funds transactions
- Touching a "panic" button on the MLT interface to alert plaza supervisors and adjacent lanes of an incident in the lane
- Messaging the plaza supervisor for a break request or other configurable item
- Entering a cash pickup by a plaza supervisor to manage cash on-hand in the toll booth

- Switching toll collectors without closing the lane (typically performed for meal breaks), so that the system continues to accurately track each toll collector's cash collection amounts

The lane software also provides automated functionality based on the business logic and lane configuration, including:

- When the lane is opened or closed, the lane use indicator or the overhead canopy traffic signal is automatically set to the proper state.
- When a vehicle is classified, the patron toll display mounted on the traffic control pedestal shows the fare amount to be paid.
- Once payment is indicated by the toll collector or from an AVI reading of a transponder, the island traffic light automatically updates from red to green and the PTD shows a configurable paid message, typically "Thank You" or "Paid".
- The post-classification IVIS sensor records a highly accurate vehicle axle count within the transaction, formed upon vehicle exit from the lane.
- Once the paid vehicle exits the lane and crosses the post-classification sensors, the island traffic light changes from green back to red and the PTD shows a configurable welcome message for the next vehicle. This welcome message may also be configured to change based upon the time of day, i.e. "Good Morning", "Good Afternoon", "Good Evening".
- Vehicle detection by the IVIS sensors configured within the lane automatically trigger VES image capture and storage. System configuration settings are used to indicate the business rules to determine which VES images are sent to the back office for processing and which are discarded. Typically, only VES images associated with paid transactions are discarded.
- If a vehicle exits the lane and the transaction indicates that it is a violation as defined in the system, then the lane software can be configured to automatically activate an alarm, light, and/or beacon for a set number of seconds. An unusual occurrence screen is also presented to the toll collector that includes a "Late Pay" indication that converts the apparent violation to a valid transaction in cases where the attendant collected the toll but failed to press "Paid" before the vehicle exited the lane.
- Vehicle motion within the lane also automatically records video via the DVAS. Additionally, specific lane events can be set to capture and store one or more DVAS high-resolution still images from the lane-associated cameras.

The MLT is manufactured by Elo Touch Solutions (Model 1517L, PN: E144246) and features a 15-inch flat panel LCD touch screen designed for harsh environment applications. The terminal is equipped with touch screen capability so no keyboard or mouse is required for toll operations. We have had excellent performance from these terminals in the cold and snow of Denver, Colorado and the heat and

Figure 4. MLT and Printer

humidity of Miami, Florida and Austin, Texas. The screen position is adjustable for ease of use by different height collectors and in different lighting conditions. The display's active matrix TFT LCD with LED backlighting offers excellent readability both at night and in direct sunlight.

The screen is driven by the dedicated lane server and uses intuitive and context sensitive interfaces, providing rapid screen updates to prevent a slowdown of the in-lane processing of vehicles. The application only requires two button presses to process a vehicle, providing for efficient operations and high throughput in attended lanes. The following is an example of the screen a toll collector uses to process a cash payment.

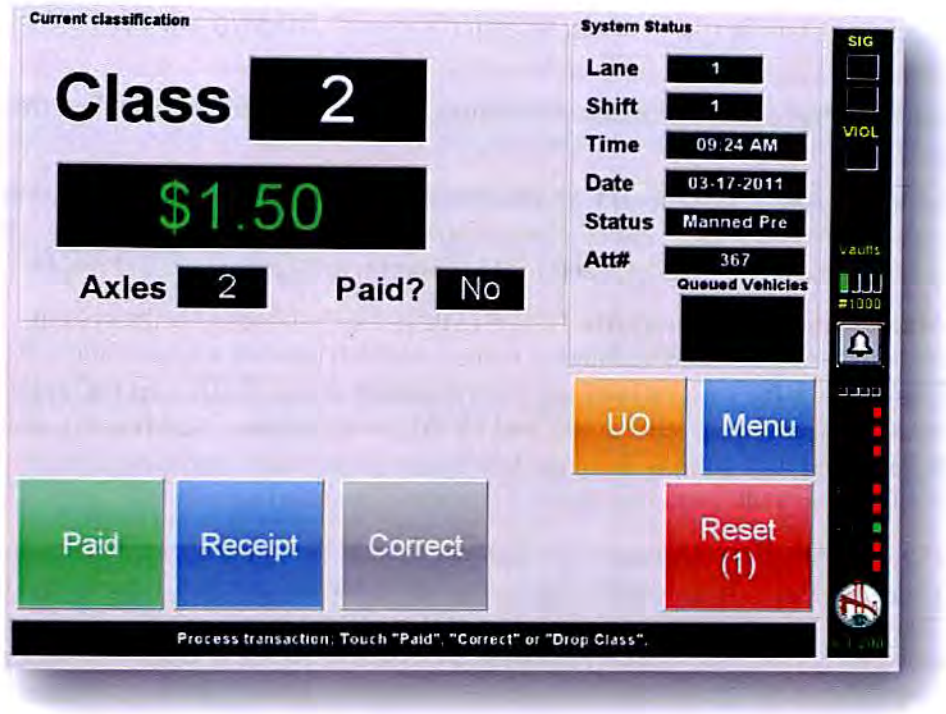


Figure 5. MLT Interface Sample Screen

The TransCore ***Infinity***∞ system utilizes the industrial-grade Epson TM-L90LFC thermal printer to generate in-lane receipts. TransCore has found this thermal receipt printer to be fast and highly reliable. The printer uses four-inch thermal paper rolls capable of being preprinted with coupons or other information on the back side, if desired. It is also capable of printing barcodes to automate the processing of returned insufficient funds receipts, for example. The printer prints receipts at speeds up to 170mm per second at a crisp 203 x 203 dpi resolution and does not use messy ribbons that require changing and lead to faded, barely readable receipts. Every receipt is bright, clear, and legible. Receipts are only partially cut when printed so they do not blow away on a breezy day before the toll collector can reach them, but are still easily retrieved. The system prints several different types of receipts, which can be easily designed and

customized by the County through the intuitive ***Infinity***∞ configuration screens to meet specific requirements. All receipt layouts for toll transactions, cash pickups, insufficient funds, and other receipts printed in the toll lane are 100% configurable and should meet all of your requirements. The ***Infinity***∞ receipt configuration interface features an intuitive, easy to use WYSIWYG interface that allows the County to specify the exact layout and content of each receipt type.

2.3 Plaza System Description

2.3.1 Plaza Software Modules

The plaza/CPC processes transaction and image data, stores data in the database to support the Toll Management Console (dashboard), and interfaces with ***Integrity*** and the CSC. The key modules are:

- **Transaction Processor** – processes and stores data in transaction files pulled from the Lane Servers.
- **Digital Video Audit System (DVAS) Services** – the DVAS is a value-added system that provides independent video and still image capture of lane and security events. DVAS links the images to the associated transactions to support transaction audit and review.
- **Toll Management Console (TMC)** – the TMC is the dashboard for the system. It is a collection of user interfaces updated in real time which provide a supervisor or executive the ability to monitor the various facilities for transaction detail, facility access, employee activity, cash handling, system alerts, and MOMS work orders. Additionally, real-time health status and data coming from the lane system equipment is available for live monitoring. The TMC includes access to over 100 standard reports.
- **Maintenance On-Line Management System (MOMS)** – an integrated maintenance and inventory control system. MOMS is a collection of menus, screens, reports, and charts which allows authorized personnel to track equipment problems from the time of failure until they are resolved. MOMS provides an automated method of creating, updating, tracking, and reporting failures and preventive maintenance activities for site, facility, host equipment, and applications
- **External Interfaces** – project-specific adapters for communicating with external systems, such as banking services (credit card processing), the CSC, and in the future FTE/SunPass CSC, and the CCSS.

2.3.2 Plaza Operations

The ***Infinity***∞ Roadside Toll Collection System (***Infinity***∞) plaza software supports these features and functionality through the single-sign-on Toll Management Console (TMC) role-based security assignments, either remotely or on –location, to provide operations and management staff the ability to monitor toll revenue, staff performance and other operational functions of the plazas. Some features include:

- Provides the ability for authorized staff to remotely, through a simple GUI, issue commands to one or more lanes to view lane peripheral devices and subsystem health and status indicators
- Resets the software or rebooting subsystems associated with the lane
- Changes attendant or the lane operational mode
- Monitors real-time activity in the lane by streaming video from the DVAS camera(s) associated with that location
- Monitors real-time MLT activity, as well as assume control of the MLT remotely in the event of an attendant operational issue or training exercise
- Provides extensive lane monitoring and MOMS alerts and alarms
- Provides full tour tracking of collector activity and plaza activity as a whole
- Provides DVAS interfaces for real time monitoring
- Provides, through the ***Infinity***∞ plaza groups, revenue reporting for a ramp plaza that can be grouped with one mainline plaza while operationally, it is managed by another mainline
- Gives authorized users the ability to view activities for:
  - Transactions – detail or summary by lane, direction, collector, time, class, revenue, payment method, and volume
  - Lane status
  - Special event data and logs
  - In-lane image capture activity and status
- Provides the ability to view rolling transactions for a lane that will include payment method, revenue collected and expected, and AVC and AVI information

Toll Management Console

The TMC provides a graphical interface that has these features:

- Customizable dashboards that can be printed, or saved to PDF
- Graphs with drill down capabilities to view data in summary or detail
- Browser capabilities to perform various functions remotely at lanes

Cash Management of Collector Funds

The ***Infinity***∞ plaza collector management features are quite extensive and allow for the management and tracking of all funds from the moment collectors begin their tours through completion of those tours. This includes cash pickups, deposits, deposit receipts, breaks, and all phases of collectors' tours. It also includes mechanisms for other than normal activities, such as allowing supervisors to deposit funds on behalf of a collector in the event the collector cannot make the deposit.

The ***Infinity***∞ plaza is capable of integrating cash counting equipment. Cash counting equipment is not included as part of this proposal. An interface can be included to link the County's owned and maintained cash counting equipment with the ***Infinity***∞ plaza collector deposit functionality.

Reports

All systems require a method of reporting information. To accomplish this, TransCore provides a robust suite of reports as part of the ***Infinity***∞ that provides relevant information on all areas of operations and across multiple levels: plaza and CPC host. All reports are available from all locations with access to the TMC. The ability to run a report is based on the security level of the user and configurations as defined by the County. The reports allow the entry of parameters to include and group data. Sample reports will be provided during training.

Summary and detail reports are available for the operational reports. Depending on the nature of the report, parameters will be available to choose degrees and timings of reporting detail. This may be very detailed or summarized by date driven parameters.

The ***Infinity***∞ reporting package contains reports that comply with standard audit functionality. The field names and calculations are consistent with industry standards. Standard titles, headings, report generation date, and report selection criteria are included on all reports.

In addition to being able to export the reports to standard spreadsheets that provide for graphing of relevant data. ***Infinity***∞ provides a graphing utility in its supervisor monitor area that will allow relevant transactional data to be plotted.

Reports for the ***Infinity***∞ CPC and plazas are generated using Microsoft SQL Reporting Services. The ***Infinity***∞ comes with an extensive suite of completely designed and functional reports that are currently used by our other large customers. The current standard reports should satisfy most of the reporting needs of the County.

Reports are classified into two groups – upon demand reports and scheduled reports. Scheduled reports are configured within the CPC software and managed through the Microsoft SQL Reporting Server scheduler. For example, reports may be automatically generated to be made available at the beginning of the next business day to selected individuals via e-mail as an attachment or stored as a file on a system shared drive. Some authorized users may also request specific reports to be e-mailed at a specified time. Upon demand, reports permit the specification of selection or filtering and sort criteria and are available through the standard report menu. New reports can be added to the system and be available for use depending on the security level. The report menu also has a feature that allows frequently used reports to be grouped on the menu in a user specified menu item so that access may be facilitated. Scheduled reports allow for specifying configurable parameters, e.g., time of generation. Reports can be scheduled to run at a time selected by the user.

Reports can be printed or saved in a variety of formats (including PDF); however, TXT formats are not currently supported. Individual reports can be generated and distributed via e-mail, printing, or file transfer to individuals or multiple users based on schedule and report type.

Coverage for all areas of operations, including both plaza and host based reporting, will be provided.

Access to data retained will be available through the reporting subsystem.

The report subsystem is organized by grouping related reports together in numerical series. Reports currently available are listed in the following table in their numerical sequence. A description of the MOMS reports can be found in Section 3 of this proposal.

Table 2-1. Reporting Subsystem

Reports	Report Description
1000 Series	
1100 Daily By Toll Day	
1102 Local Transactions by Time	Transaction detail report for the local facility only. Data is available within the last 30 day period. Various filtering criteria are available to isolate specific transactions of interest.
1126 Yesterdays Report	[TMC Only] Security for Employee Type execution is required to coincide with the Reports module *Yesterdays Report*.
1127 Instant Comparison	[TMC Only] Security for Employee Type execution is required to coincide with *Supervisor Monitor Transaction Summary* module.
1128 Summary Report	Transaction classification and revenue totals grouped by hour, day, lane, shift or date range shown by payment type. Totals are shown for lane groups, facilities along with a grand total.
1190 Transaction Speed Detail Info	Detailed display of each transaction included within the established parameters. For each transaction the Time, Shift, Lane, Type, Class, Speed and Axle information is given. Subtotals and grand totals display the averages for the total number of transactions. The report may be grouped by lane or facility for a given date range.
1191 Transaction Speed Summary Info	Matrix of transaction numbers and average speeds by hour and lane. Summaries are displayed for day and lane along with a grand total which also gives same information for facility.
1200 Daily By Calendar Day	
1215 Lane Events Summary	Displays daily transactions for the local facility filtered by date/time range, lane, transaction type, attendant and event. Can be run based on toll or calendar day.
1220 Transaction	Detailed transaction records showing time, shift, lane, attendant, classifications, toll amounts and payment type. Data totals are grouped based on a parameter selection along with grand totals.
1230 Lane Class Comparison	Transaction report displaying Indicated and Actual class for a date range sorted by facility, lane and hour. Can be displayed by toll day or calendar day.
1250 Daily Traffic by Hourly Lane	Total traffic counts for a complete 24-hour period shown in a matrix by hour and by lane for a facility. Can be displayed by toll day or calendar day
1260 Hourly Lane Traffic	Transaction totals by hour for each classification and payment type for a selected facility. Can be displayed by toll day or calendar day.
1270 Daily Lane Traffic	Summary report for transactions for each lane for a selected facility or all Facilities for a given date range. Includes a violation percentage calculation. Can be displayed by toll day or calendar day.

Reports	Report Description
1500 UO Reports	
1510 UO Report	Shows detailed unusual occurrence (UO) events by Facility, lane group, lane, lane exit date/time, shift, attendant, IVIS and attendant indicated axles, toll due, and UO type. Data totals grouped based on a parameter selection. Two versions are provided for selection, Detailed and summary which shows the total transactions by UO type. Can be displayed by toll day or calendar day.
1530 Hourly UO Summary	Summarizes unusual occurrence (UO) transaction counts and axle counts by facility, lane group, lane, date, hour and UO type.
1700 Weekly Summaries	
1750 Grand Total Summary	Summarizes tolls paid, axles, number of unusual occurrences (UO), and total vehicles for the given date by facility and lane group.
1800 Monthly Summaries	
1810 Corporate Totals	Total traffic counts for a date range shown in a matrix by day and hour by revenue collected, classification and payment types with totals for the facility.
2000 Series	
2100 Attendant Cash	
2110 Cash Drawer Activity	Displays cash drawers for a facility by attendant for a date range. Includes open/closed date and time, expected amounts and differences. Totals displayed for each attendant and for selected date range. May be toll or calendar day.
2120 Cash Transfer Report	Displays cash transfers for the given date range. Includes from/to, amount, type of transfer and container number if applicable.
2130 Unclosed Cash Drawer	Displays cash drawers at selected facility that have been open for longer than 24 hours that contain funds.
2140 Active Cash Drawer List	Displays currently open cash drawers by facility showing the initial and current amount in the drawer.
2700 Deposits	
2710 Cash Drop Report	[TMC Only] Security for Employee Type execution is required to coincide with *Cash Handling: Deposit of Collected Funds*. Reprint feature is provided within the *Cash Handling: Manager Tools*, as well.
2730 Batch Report	[TMC Only] Security for Employee Type execution is required to coincide with *Cash Handling: Bank Deposits*. Reprint feature is provided within the interface, as well.
2740 Bank Batch Report	Display of containers batched for a date range, sorted by attendant or container number. May be toll or calendar day.
3000 Series	
3800 Personnel	
3810 Master Employee List	Displays listing of all employees entered into the system, sorted by last name, assigned badge number, employee type, or active status.

Reports	Report Description
4000 Series	
4100 Cash Audit	
4110 Toll Collector Audit	Shows information about an audited Attendant shift by Facility, Attendant, and date. Summarizes calculated revenue, deposit amount, and the difference between the two. Also indicates whether the audit is complete, the date of the audit, the auditor, and shows any comments. Recommended to include only if facility and CPC audits will be performed on UOs as a part out routine operations.
4120 Bank Audit	Audit details for the containers sent to the bank showing the system recorded amounts compared to the reported bank deposited amounts, variances and auditor verification and comments. Recommended to include only if CPC audits will be performed on bank deposits as a part out routine operations.
4180 Change Purchase Details	Displays details of change purchases within a date range by date, container number, amount, date received and balance. Recommended only if *Cash Handling: Manager Tools Change To/From Bank* is included in the facility operations.
4300 UO Audit	
4320 Unusual Occurrence Audits	For a date range, filtered by Facility and status of UO Audit, the details for each audited UO. Recommended to include only if facility and CPC audits will be performed on UOs as a part out routine operations.
4400 Segments and Tours	
4410 Attendant Tour Summary	Detailed breakdown of revenue collected by payment types and adjustments entered against an attendant's cash drawer deposit. Recommended if attendant cash collection and count room activities are a part of their tour of duty operations.
4412 Attendant Tour Detail	Transaction and revenue details displayed for the attendant's tours of duty for a specified date range. A summary of the segment times and lanes is shown as well. CPC auditor adjustments, amounts and reason, are shown for the tours. Recommended if Attendant cash collection and count room activities are a part of their tour of duty operations.
4414 Attendant Tour Performance	Daily comparison of the collected funds for an Attendant against the amount verified as deposited to the bank. Also compares the Attendant's vehicle classifications against the system vehicle classification (IVIS). Employee scores, supervisor adjustments and final scores along with calculated daily averages are also shown. Recommended if audit activities are a part of normal operations.
4415 Attendant Tour Transaction Detail	Transaction listing associated with attendant tours detailing the time, lane, axles, revenue and transaction type. Recommended if attendant cash collection and count room activities are a part of their tour of duty operations.
4416 Attendant Segment Detail	Transaction and revenue details are shown for segments (login and logout at a lane) within each attendant's tours of duty for a specified date range. CPC auditor adjustments, amounts and reason, are shown within the associated segment if they are available. Recommended if attendant cash collection and count room activities are a part of their tour of duty operations.
4418 Attendant UO Detail	Shows typical unusual occurrence (UO) indicated axles, IVIS axles, expected revenue, and indicated revenue for the given time period by facility, lane group, attendant, lane, lane exit date/time, transaction type, transaction description. Can be displayed by toll day or calendar day. Recommended if the system has attended lane types.

Reports	Report Description
4430 Facility Revenue Summary	Summarizes cash revenue (expected revenue, total deposit, variance, expected revenue adjusted, adjusted variance) and AVI revenue (expected revenue and indicated revenue (tag class)) by facility for the specified date range.
4432 Facility Daily Revenue	Total revenue amounts, deposits, and variances for a date range with totals by date, for the range and grand totals.
4433 Facility Year To Date Revenue	Adjusted monthly revenue totals by calendar or fiscal year.
4434 Unattended Lane Tour Revenue	Summarizes ACM/ATPM and AVI revenue amounts by Facility, deposit date, and lane associated with unattended lane tours. Recommended if the system has ACM/ATPM and/or AET lane types.
4436 Unattended Lane Tour Transaction Detail	Transaction listing associated with unattended lane tours detailing the time, lane, axles, revenue, and transaction type. Recommended if the system has ACM/ATPM and/or AET lane types.
8000 Series	
8700 Configurations	
8750 Fare Schedule Assignment	Fare schedule assignments that have been entered into the system by facility, lane, and date/time.

2.4 CPC System Description

The *Infinity*∞ Central Processing Center provides the toll host functionality acting as the repository and control point for information that flows from the plazas and external sources, as well as disseminating information to the plazas and external destinations. In addition to the storage and flow of information, the CPC provides for reporting, system reconciliation, and system configuration.

As the previously shown 3-tier architecture diagram shows, *Infinity*∞ is a fully integrated system with interfaces that may cross traditional host/plaza boundaries. The architecture of the Toll Management Console application dynamically connects to the data services hosted on the plaza server environments based on a selected location.

For instance, the DVAS is installed and data is stored only at the plaza levels; however, the TMC application launched from the CPC environment can still provide the auditing interface with results returning recorded DVAS media.

2.4.1 Toll Rate Calculation

The TransCore *Infinity*∞ solution has extensive support for the configuration of toll schedules and rate tables and the assignment of these to the various toll zone locations in the system. Toll schedules are defined based on the time of day, day of week, and may include or exclude defined holidays. There is no limit to the number of schedules that can be created. Rate tables are based on the defined vehicle classifications and payment method. Rate tables are paired with the defined toll schedules and assigned to the toll zone locations independently, thus providing

TransCore has proven success working with implementing toll schedules on time and with accuracy.

flexibility in the rate assignment by direction of travel. The *Infinity*∞ Toll Management Console has a series of interfaces that are used to define the vehicle classifications, rate tables based on class (with three tiers of rates: cash, AVI, and VToll), toll schedules (weekend, weekday, holiday settings included). Rate tables are mapped to toll schedules to create rate schedules, and finally the rate schedules are applied to the tolling point locations. Access to update the toll rate schedules are limited to authorized users through the role-based security model.

TransCore has proven success in working with many agencies implementing toll schedules on time and with accuracy. We have demonstrated experience in supporting:

- Across the board toll increases
- Cash versus electronic toll collection
- Opening of new toll plazas and ramps.

We are experienced with the extra challenges that occur when hurricanes hit or special events have to be tracked for FEMA and other organizations.

Special events or zero-fare override mode exists to support the continued collection of transaction details for vehicle passage, while consistently applying a $0.00 fare to the transaction. This mode of operation can be activated within the system through a number of methods:

1. Scheduled based on day and time and assigned to the tolling locations just like other scheduled toll rates
2. On demand by plaza so that all lanes associated with a single plaza are immediately converted to special event mode through a secured button within the TMC
3. On demand by lane group, as above through a secured button
4. On demand by lane, as above through a secured button
5. On demand in the MLT via an authorized login

Among the features listed above, all special events must be explained and justified for tracking and reporting purposes.

2.4.2 Features and Functionality

Among its features, the *Infinity*∞ CPC host has the following characteristics and functionality:

- Serves as the central location for the storage of transactional data necessary for consolidated reporting and relay to the back office
- Serves as the central and official location for the storage of UFM and UFM amendments
- Provides the central configuration for common business rules and settings applied to the various plazas

- Receives messages and transactions from the plaza database systems through a guaranteed replication schema
- Provides audit functions to review and audit transaction data
- Duplicate checking is distributed and occurs at the lane and plaza tiers of the system, while the current legacy system is limited to duplicate checking at the host level, where it is restricted in its ability to check for duplicates due to performance issues
- Is able to handle loss of communications or other interruptions in service without data loss or duplication of data; database replication schemas mark the records to be synched when communication is restored; image file transfers are re-established and resent
- Provides for a system-wide reconciliation process by reporting and auditing functionality
- Provides for an external reconciliation process with either the legacy back office or the CCSS
- Provides for reconciliation reporting between internal and external interfaces
- Receives from the back office and manages the movement of the POSI list (full and incremental real-time data) to the plaza environments for movement to the lanes
- Provides for remote monitoring and administration to include integration into MOMS for its own management and maintenance of system logs and alarms

The DVAS stored media associated with the transactions created in the system is contained within the plaza DVAS server environments and is not replicated to the host; however, the TMC DVAS audit interface provides the ability to isolate transactions based on entered filtering criteria to quickly review the stored video from the associated cameras (up to three per monitored location).

The CPC environment is the primary location for maintenance management. The MOMS configuration, including threshold settings and events for the various machine types and components, notification plans and scheduled preventive maintenance plans, as well as the central help desk application, runs through the Toll Management Console with data storage in MOMS.

Interfaces

The proposed ***Infinity***∞ solution supports external interface integration through custom adapters or software connections added into the framework Communication Manager that runs on the CPC application server. A communication adapter can take on many features through configuration and is built specifically for an approved ICD. The ***Infinity***∞ CPC can support many methods and protocols of data exchange – including database replication between systems, file transfer protocol/secure file transfer protocol (FTP/SFTP), network file shares, Web services request/response, etc. TransCore has deployed a number of systems using each of these data exchange methods.

During the design phase, details of the interface methods for data transfers will be documented and the best method of data transfer will be determined. Some of the characteristics of the

interface that we would consider critical to its success would include error detection checks, data validation, positive acknowledgments on data exchange, automated record reconciliation, monitoring capability, and full MOMS reporting. Regardless of the specifics of the particular interface, TransCore will develop the solution so that changes to the interface specification over time are isolated to the adapters and can be easily supported without risk to the rest of the roadside system solution.

Figure 3 and its accompanying descriptions depict several of the key internal and external interfaces that will be supported inside the ***Infinity***∞ , along with interfaces with other systems and business organizations. (Note: this may not include all interfaces required.)

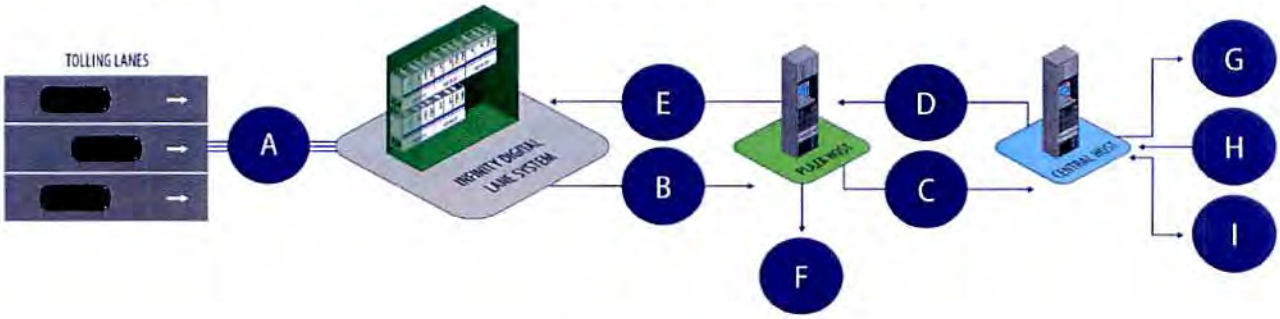


Figure 6. Key Interfaces

A **Tolling Lanes to *Infinity*∞ Digital Lane system** – These interfaces are bidirectional and include all interfaces between components of the ***Infinity***∞ Digital Lane as it will be described in our ***Infinity***∞ Toll System Detailed Design Document (DDD). The DDD will be submitted for review during the design phase.

B ***Infinity***∞ **Digital Lane System to Plaza Host** – These interfaces are all outgoing from the lane to the plaza host. It includes:

- Transaction data files
- Image files
- System status files
- Operational status files
- DVAS video files and still image files

C **Plaza Host to CPC Host** – These interfaces are all outgoing from the plaza host to the CPC host. It includes:

- DVAS data, auditing, and reporting
- Transaction data files
- Image files
- System status files
- All toll system database data implemented with database replication

D **CPC Host to Plaza Host** – These interfaces are all outgoing from the CPC host to the plaza host. It includes:

- Security/staff changes
- Configuration changes for plaza host, and lane components
- Toll schedules
- File downloads and real time updates of transponder statuses

E **Plaza Host to *Infinity*∞ Digital Lane System** – These interfaces are all outgoing from the plaza host to the ***Infinity***∞ Digital Lane System. It includes:

- Security/staff changes
- Toll schedules
- File and real time updates of transponder statuses
- Configuration changes for lane components

F **Not Used.**

G **CPC Host to *Integrity*** – These interfaces are bidirectional and include:

- Annual Pass Account Management: annual pass list is exchanged between the CPC application and ***Integrity***. Lists are then disseminated throughout the system in order to properly identify and charge annual pass customers.
- Payment Gateway: will be the interface with banking services for credit card payments. Confidential information flows to the bank while a token for payment confirmation or a rejection message flows back into the ***Integrity*** system.
- Customer Support Website: customers access their information through the County's website which then obtains account information from the ***Integrity*** system in the background. Any updates are then properly disseminated back to ***Integrity*** and other impacted subsystems.

H, I **CPC to FTE or CCSS (Future)** These future interfaces FTE and other interoperability agencies.

2.4.3 System Configuration

Data Processing and Retention

The ***Infinity***∞ CPC is capable of supporting most of the toll host data processing and retention guidelines as described in RFP This includes supporting 50% more data processing and storage than it occurs in 1 year per the RFP. Transaction messages will be retained for 3 years and will subsequently be moved to a long-term archive solution after the 3 year retention period. The long term archival solution we are proposing is via onsite tape loader. The main exception to the data processing and retention RFP requirements have to do with Disaster Recovery (DR) related criteria. As previously described, this proposal does not include a physically separate DR site as

it is not considered a best practice for similar projects. TransCore believes that the level of redundancy and back-up provided in this proposal will meet the needs of the County.

Backup and Restore Functionality

TransCore understands the need to be able to safely and reliably secure data at the various levels of operation. This section will address the overall system backup approach. In addition to the basic design of ***Infinity***∞ , which applies redundancy in multiple levels, the backup strategy will include onsite storage of the ***Infinity***∞ toll host, plaza, and MOMS data, as well as system configuration and "build" data, software, and configurations. The plans are to use a combination of onsite SAN and tape library to secure data by use of backup appliances. The backups will run unattended based on a defined schedule and will be structured such that they will not impact daily operations. DVAS data back-up is not included as part of this proposal. The County will have access to 90 days of DVAS video/imaging as required per the RFP, but DVAS data will not be backed-up nor will it be archived.

One feature that will support backup and recovery will be the auto failover server cluster configuration of the two host servers. The ***Infinity***∞ is designed such that it can auto fail over to redundant onsite systems without disruption to operations if there is a failure. The CPC/Plaza database and applications can run any of the two servers being proposed such that if one server goes down the other automatically runs the database and applications. The tape library will provide for data recovery if a catastrophic disaster occurs.

Software Requirements

The third-party software will be the latest release tested and certified as fully compatible with ***Infinity***∞ at the time of acceptance of the system detailed design, including security and release patches. No third-party software will be installed on any part of ***Infinity***∞ without thorough testing and approval by TransCore ***Infinity***∞ quality assurance.

- Server-class computers utilize the Microsoft® Windows® Server® operating system
- The RDMBS utilized for all databases is Microsoft SQL Server®
- The DVAS server utilizes Microsoft SQL Server®
- Symantec™ Antivirus server/clients

Operating System

Windows Server is a well-known operating system used in large operations all over the world. It is designed to be integrated with Microsoft SQL Server. This combination has valuable features and functionality and has proven itself to be reliable and scalable.

Database Services

The ***Infinity***∞ product utilizes Microsoft SQL Server and is currently certified with Microsoft SQL Server as the Relational Database Management System (RDBMS) platform. The proposed RDBMS is tightly integrated with our toll system software, plaza/host architecture, reporting

system software, and operating system platforms. Microsoft SQL Server is highly scalable and the proposed RDBMS can be extended and expanded upon as the County expands its roadways.

TransCore has successfully deployed Microsoft SQL Server for every ***Infinity***∞ system in both low- and high-volume transaction environments. TransCore as a company has standardized on the Microsoft platform for our toll system product and our proposed RDBMS provides equivalent if not better security, performance, maintainability, and reliability when compared to Oracle. TransCore is confident that its proposed solution will meet the needs of the County now and in the future.

TransCore will provide warranty and maintenance support services for the five years requested.

Enterprise Management

Infinity∞ supports the automated downloads of software. We will use network monitoring software to report network status and bandwidth to guarantee communications with the legacy back office.

Hardware

Hardware to support the ***Infinity***∞ CPC and plaza environment will be comprised of rack mountable, standard commercial products with hot swappable drives and components. The CPC will use auto-failover hardware, where possible and as described, to minimize downtime. The disk subsystem will be built to optimize performance and achieve as near real-time processing as possible. As previously discussed, our proposal includes the re-use of CPC/Plaza hardware that already exists at the Bob Sikes Bridge toll plaza. However, our proposal does not include the provision of a secondary system located offsite, such as a DR site, as required in the RFP.

Host and Plaza Environment

The following figure depicts the components of the CPC host, Plaza, and their relationship to the remainder of the toll system solution.

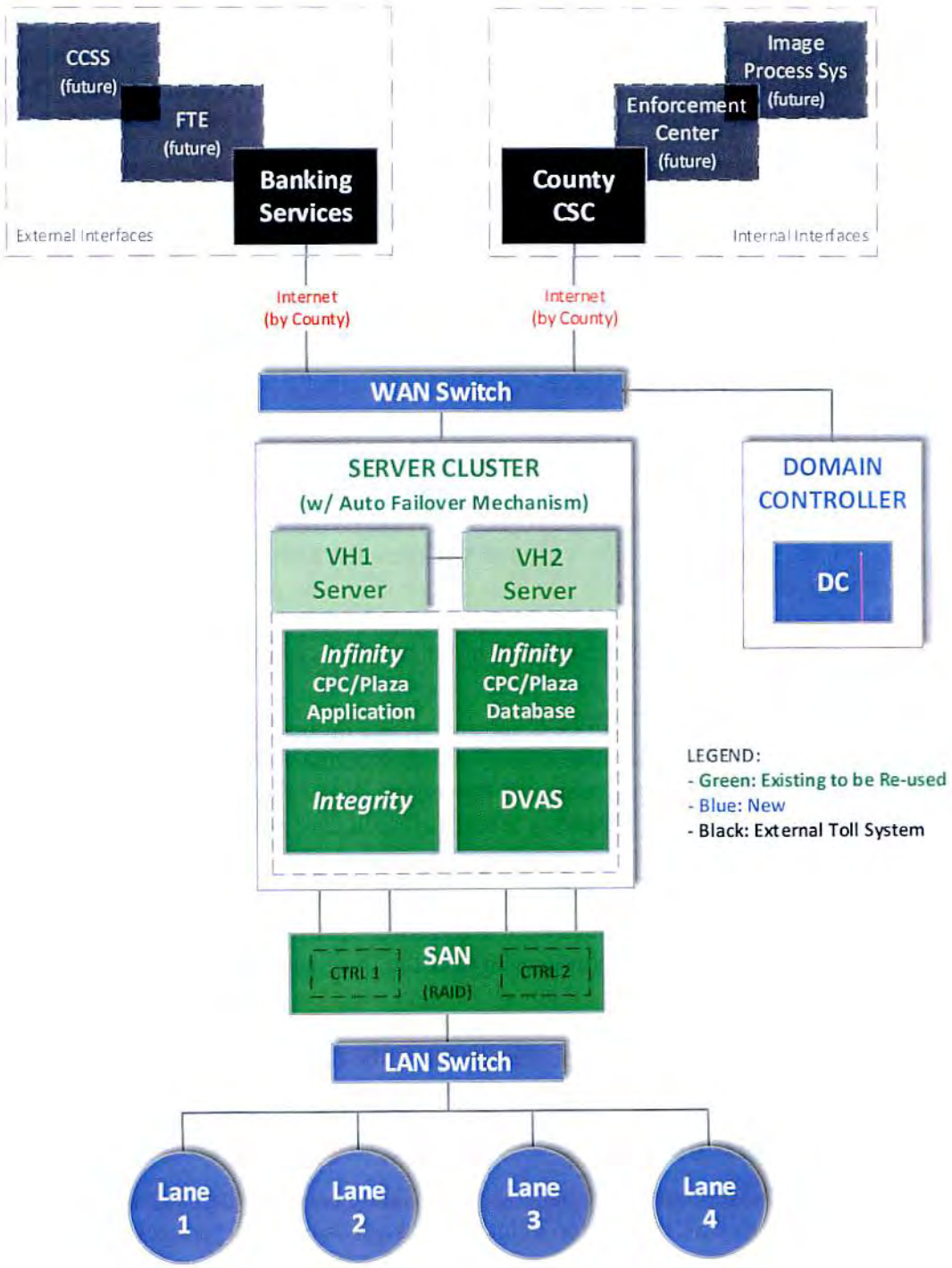


Figure 7. Host and Plaza Server Environments and Network Connectivity

- VH1 and VH2 represent two physically separate Dell PowerEdge R630 servers that are "carbon copies" of each other forming a redundant solution for CPC, Plaza, ***Integrity***, and DVAS systems. If VH1 fails, VH2 takes it over and vice-versa. Both servers have already been deployed as part of the emergency services contract and will be re-used as part of our solution.
- Windows server cluster is being used to facilitate virtualized environments used for databse and application hosting. The clustered servers will provide necessary redundancy and high availability and reliability.
- The virtual environment will be provided by Microsoft Hyper-V. The CPC host and plaza environments will have a new domain controller.
- The CPC host and plaza environments will have one shared tape loader physical backup appliance onsite. It will only support the retention of transaction message. It excludes the back-up of images and video. DVAS images/video will be available elsewhere for 90 days as previously described.
- SAN represents one Storage Area Network (SAN) Dell MD34720 unit. It will provide enhanced storage capability to the VH1 and VH2 servers. SAN connects to each server via two redundant connections in case one goes bad another is in place. Internally, SAN is equipped with two controllers and its RAID set-up provides enhanced redundancy. This SAN unit has also been already deployed as part of the emergency services contract and will be re-used as part of our solution.
- The LAN and WAN switches will be Cisco and we are proposing three new switches with our toll solution in order to accommodate all required connections. We will coordinate with County staff on connection requirements between the WAN switch and your network. The third switch is not shown and supports the in-lane credit card payment system.

Production CPC

The CPC system will have identical hardware and software configurations (VH1 and VH2 in diagram) . It will be scalable to support growth over the five years of the Contract's term. It will support future upgrades of processors, memory storage, database software, and OS. It will be sized and configured to meet or exceed availability requirements as defined in the RFP, with the exceptions described in our proposal. Specific details of the hardware and software specification will be provided prior to FAT.

2.4.4 System Interfaces

The ***Infinity***∞ CPC will support all the necessary interfaces, between the CPC and ***Infinity***∞ subsystems, the County's CSC, and external interfaces such as banking services and eventually FTE and the CCSS.

2.5 Digital Video Audit System (DVAS)

The ***Infinity***∞ Central Processing Center provides the toll host functionality acting as the repository and control point for information that flows from the plazas and external sources, as well as disseminating information to the plazas and external destinations. In addition to the storage and flow of information, the CPC provides for reporting, system reconciliation, and system configuration.

All toll systems should have a completely separate system to provide independent verification and audit. DVAS is that completely separate and independent system. DVAS is designed to be completely independent of transaction processing. This provides total redundancy for the toll collection and security system. DVAS is a video system that uses motion activated, color cameras as a secondary and independent system to capture all vehicles that travel through the lane or tolling zone. It may be used for audit, transaction verification, and real-time system monitoring, including not only video and images of all the vehicle traffic, but all movements of staff in controlled areas, as well.

The DVAS cameras send their images directly to the plaza DVAS server for video storage. This is done through an independent network connection, not through the lane systems and not part of the toll transactions. References to the DVAS video and images are stored in a separate DVAS database on a separate server from the toll transactions for complete independence. The actual recorded video and still images are stored in the plaza file system for ease of management and retrieval. The DVAS storage system is also configurable so that it can automatically purge images based on a user-specified cycle – such as every 60 or 90 days – or based on the amount of disk space available (e.g., purging the oldest data once the disk reaches a user specified limit, such as 90% full).

Video Capture by Triggers and Motion

Every vehicle that travels through every lane 24 hours per day, 365 days per year is captured and stored in motion activated video and high-resolution still images, if configured to do so. The image capture is done through motion video or triggered events. Each lane or monitored location can be configured for primary, secondary, and tertiary cameras, as applicable for that location.

Recorded motion video is controlled strictly by motion detected within the camera's field of view. When motion is detected (and optionally for a configurable period after the motion stops), such as a vehicle passing through the lane, images are immediately and continuously captured and stored on the DVAS server. Multiple cameras may be used to capture the same vehicles, but from different perspectives and angles.

In addition to the motion activated video, high-resolution still images can be captured by event triggers. Triggers can be fired from many of the software subsystems; for example, an IVIS vehicle activation triggering lane DVAS cameras or a door opening or closing triggering site security DVAS cameras. When events are triggered, the DVAS camera(s) may be directed to capture a high-resolution still image of the particular event at a specific time. High-resolution

still image capture does not prevent motion video capture, as they are both performed concurrently.

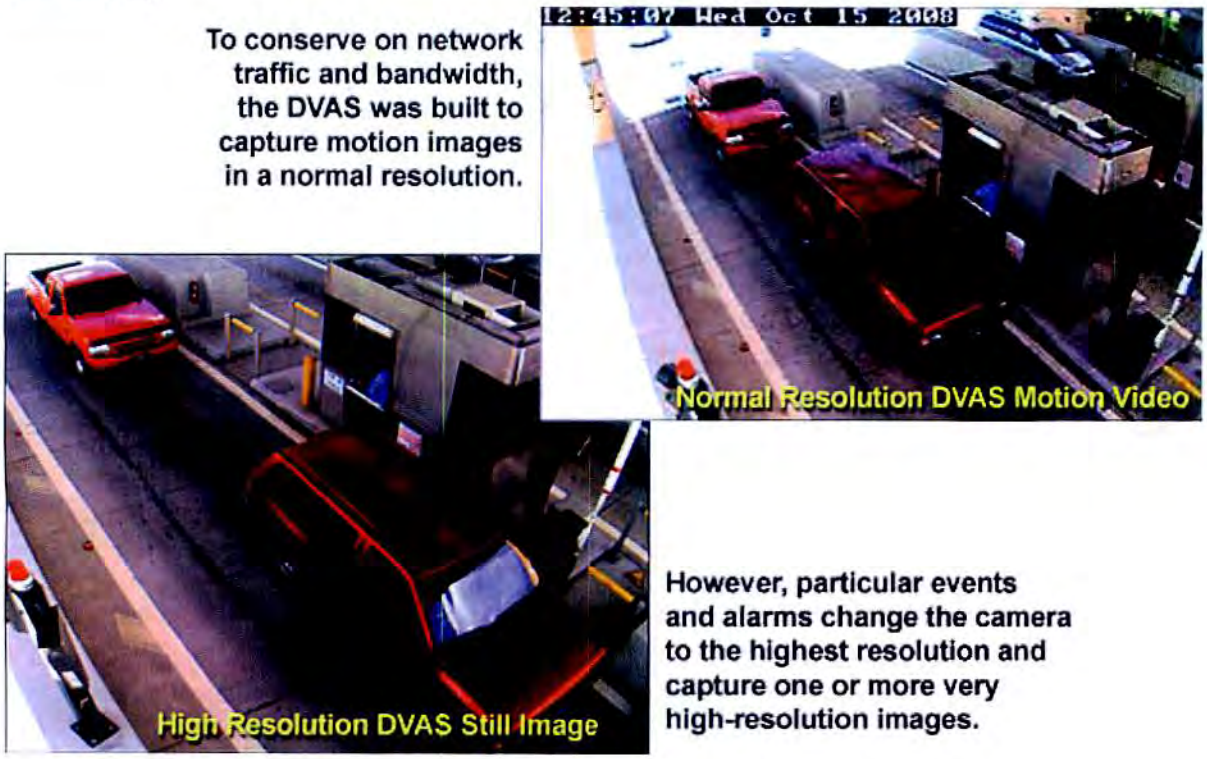


Figure 8. DVAS Motion Video and Still Image

These images are stored on a DVAS server at the plaza. Should an anomaly occur or a patron disagree with a toll charge, or in the unlikely event the toll system or vehicle classification system is not functioning properly, DVAS can be used to review transactions to verify the proper classification and expected toll amount. The County can be confident that every vehicle that uses the toll roads will be correctly accounted for by the system.

Time Synchronization

The toll lanes and the DVAS cameras are time-synchronized with a common time source, and all recordings are time stamped and stored independently of any transaction that may be created within the system. Therefore, transactions can be synchronized based on a specific time period. Not having the transaction directly linked to the video provides a completely redundant audit system for transaction verification. In addition, in the highly unlikely event that the lane controller were completely out of service, the DVAS cameras would still record video of all vehicles passing through the toll site.

Video Storage and Retrieval

A configured, high-resolution, still image is captured in real time and is stored under a separate file. When a high-resolution still image is captured and stored using a specific file name and number, it allows association to any transaction for the same time and location for later retrieval.

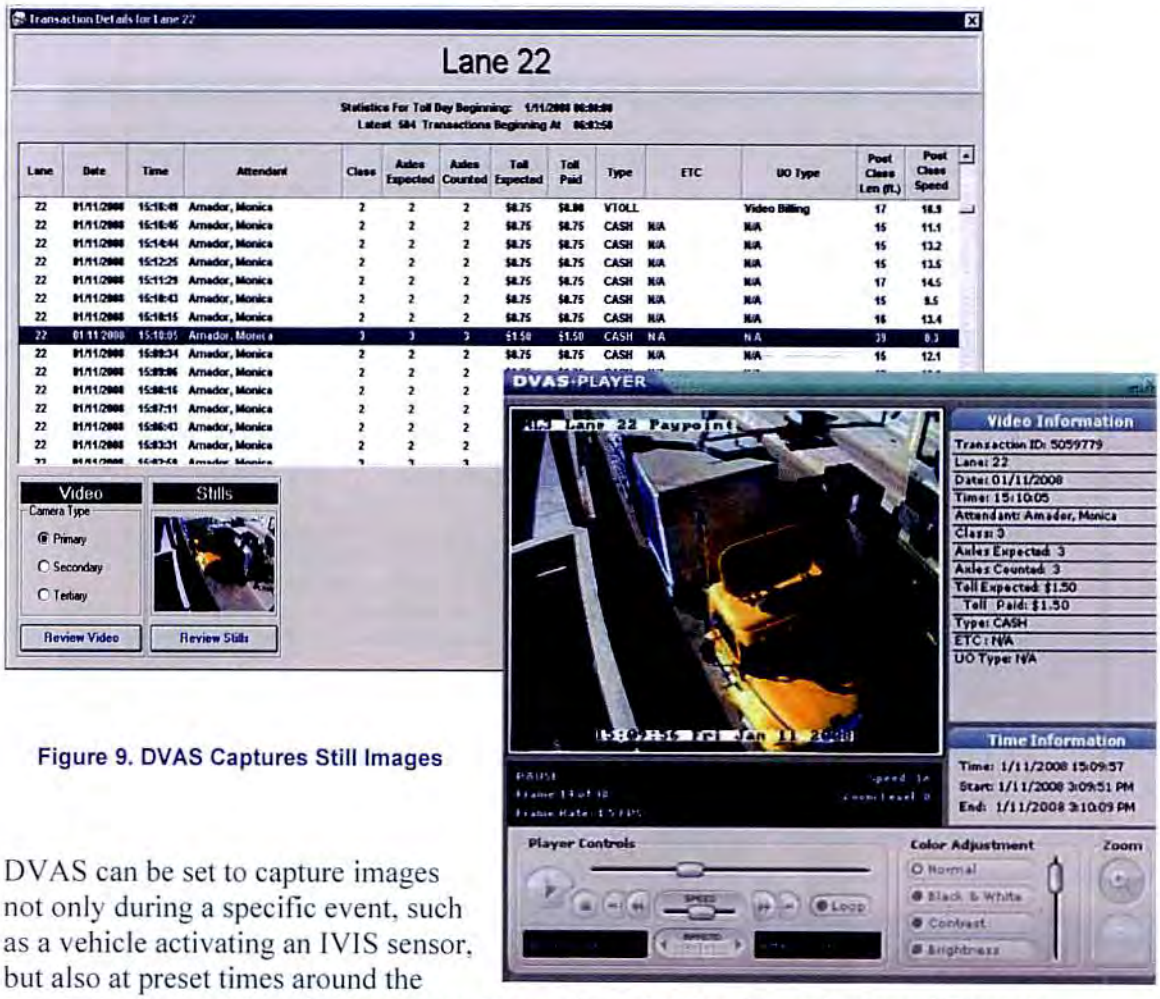


Figure 9. DVAS Captures Still Images

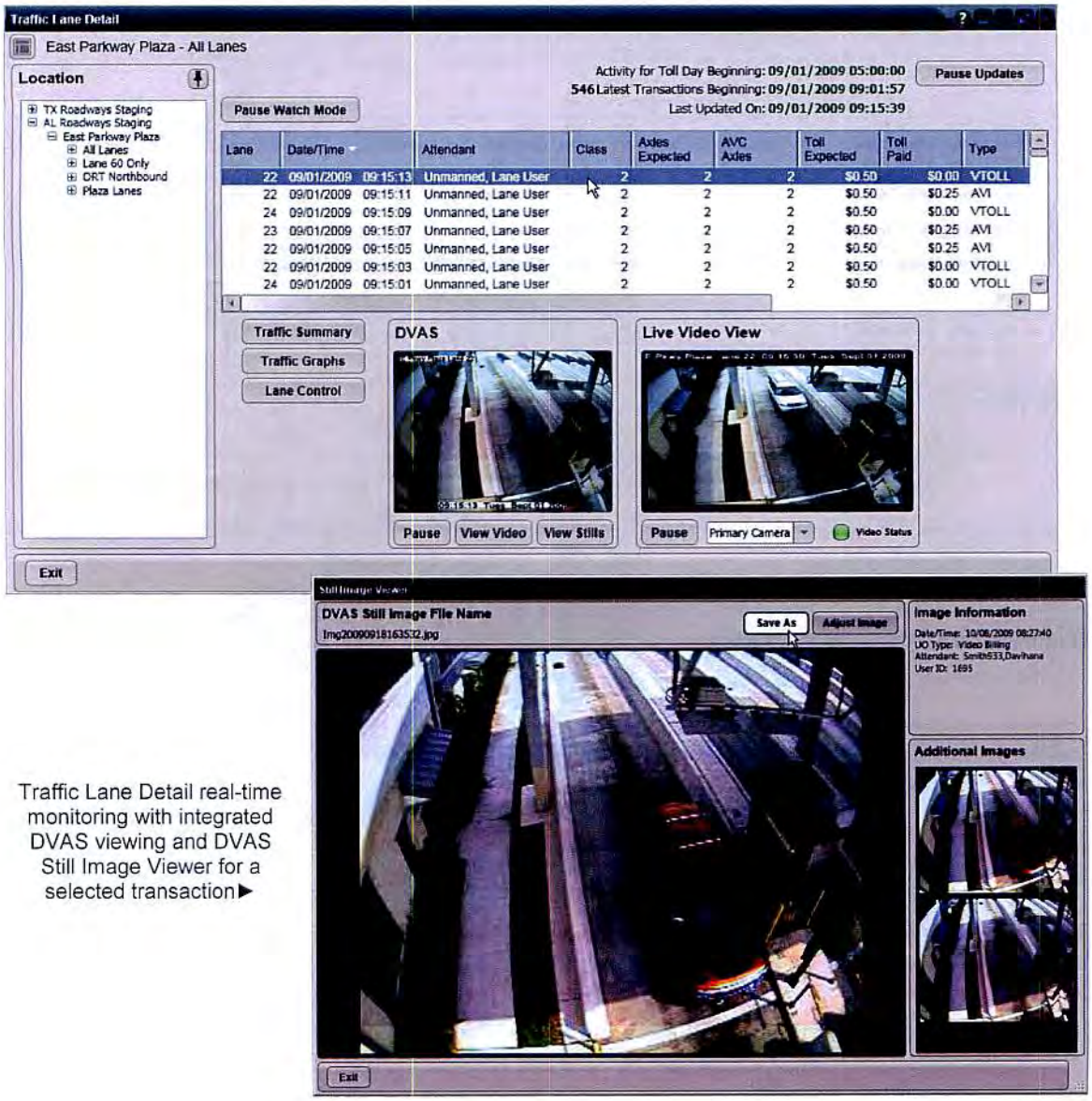
DVAS can be set to capture images not only during a specific event, such as a vehicle activating an IVIS sensor, but also at preset times around the event. Furthermore, each camera may be configured to handle each event differently.

It is beneficial to the County to have all of these motion activated video and still images captured and stored in its system, but if they are difficult or time consuming to retrieve, it almost defeats the point, and they will be of little benefit. The DVAS is conveniently interfaced with other areas of the system. The recorded images and video are synchronized to the transactions and events in the toll management console software and may be viewed by simply selecting the transaction or event of interest.

Once a transaction is created within the system, the monitoring and auditing processes actually begin immediately. The most immediate point of monitoring is within the real-time monitoring

modules of the TMC. It serves as a "dashboard" for the plaza operational activity for the current toll day. Within this tool, detailed real-time traffic information is presented.

As the transactions are received, the still image thumbnail and a link to the video are displayed along with the transaction data. This allows County staff to do instant audit of transactions or events in near real time, if desired. From the time the image or motion video is received from the storage system across the network, it will be promptly displayed in less than two seconds.



Traffic Lane Detail real-time monitoring with integrated DVAS viewing and DVAS Still Image Viewer for a selected transaction ▶

Figure 10. DVAS Player and Still Image Viewer

The true value of any digital video storage system is the ability to view the stored information, to support accountability, and auditing. The DVAS viewing tools – DVAS player for stored motion video and DVAS still image viewer – provide features to adjust the contrast to enhance the image for optimal viewing. The adjustments made in the viewers do not modify the original recorded images in any way. Transactional information is also shown in both of these DVAS viewing tools, but no confidential information, such as credit card number, is ever shown.

In most areas of the system where transaction data may be viewed, a thumbnail of the first image captured is displayed. These are useful for quickly clicking through images to look for a specific vehicle or incident, for example. If the user then wants to see the high-resolution still image, a simple button press opens the complete DVAS still image viewer to view all available images associated with the transaction. If multiple still images are configured to be captured, each will be selectable for viewing.

DVAS recorded motion video and still images may also be printed or saved to a file or disk for later use. Saving images through the viewing tools will also allow the selected images to be permanently saved and not purged during the normal purging cycles designated by the County.

Auditors or supervisors use search tools within the TMC to retrieve event data and easily access the DVAS player and still image viewer to review the associated stored video and images from the DVAS cameras. As an example, the following series of figures illustrate the DVAS stored media integration within the DVAS audit tool. The user begins by providing search parameters to retrieve specific vehicle lane transactions.

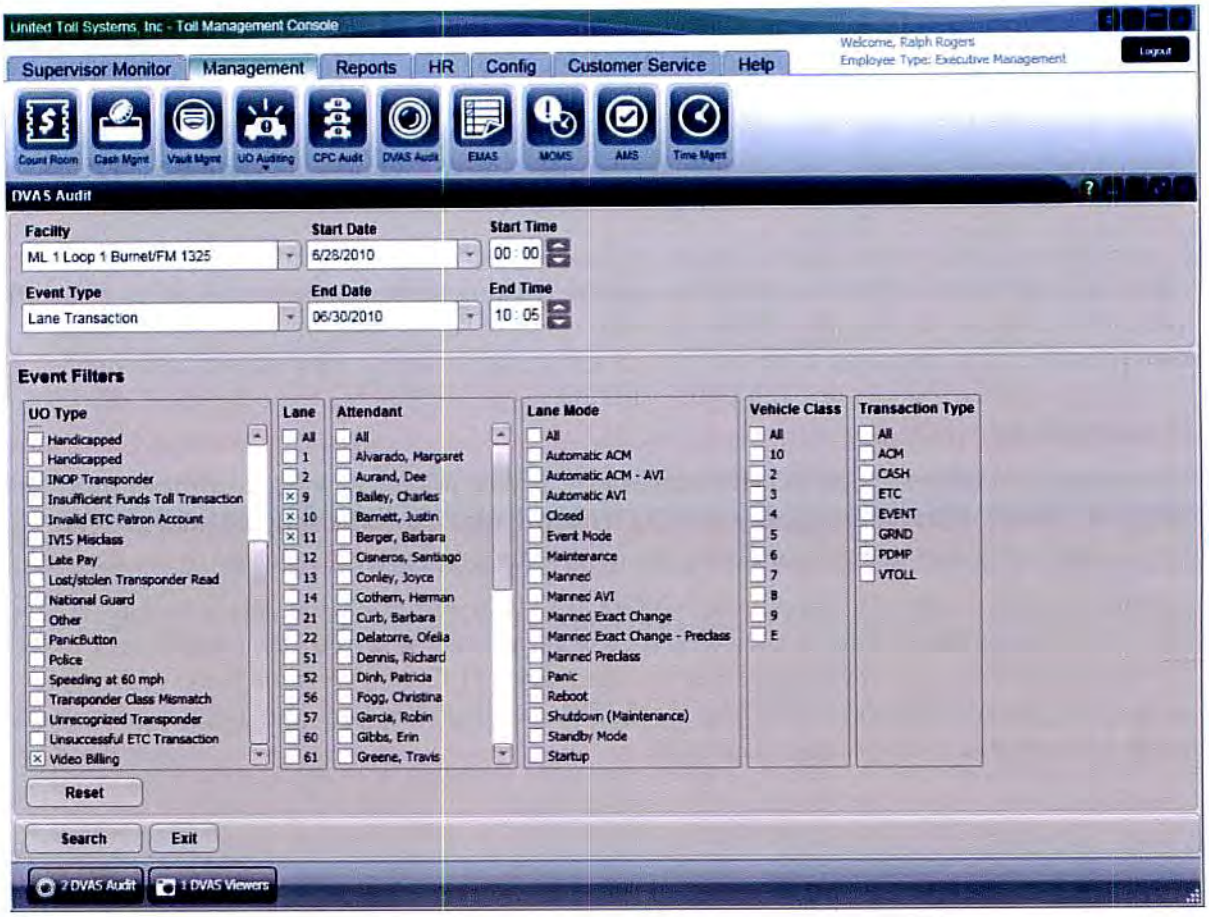


Figure 11. DVAS Audit Search Criteria Entry

The search results are displayed in an interface detailing each transaction and providing a DVAS image for visual reference for the transaction currently selected.

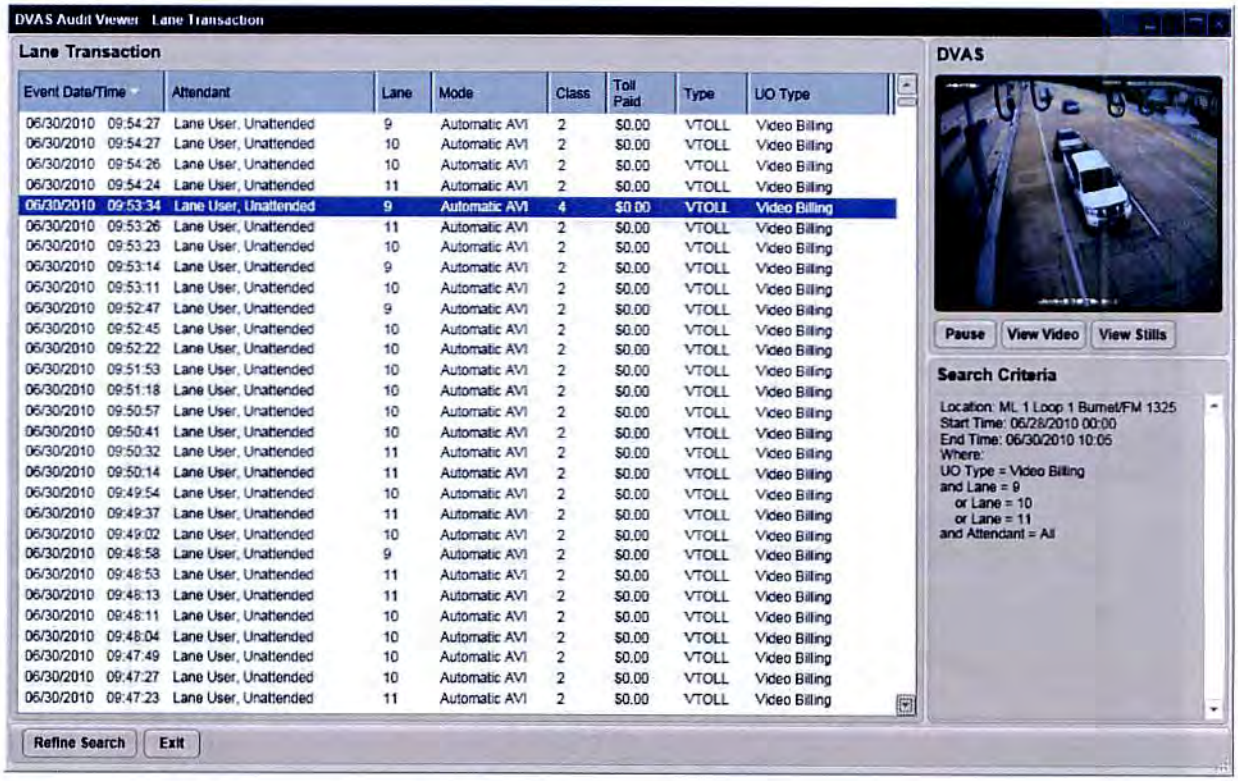


Figure 12. DVAS Audit Search Results Display

The following figure shows the DVAS still image viewer that is easily accessed by selecting the "View Stills" button under the image on the search result screen.

This viewer displays the high-resolution image configured to capture at the exact moment a vehicle enters an ORT toll payment zone. Along with the image is the transaction information the toll system captured with the transaction.

Figure 13. High Resolution DVAS Still Image Shown in the DVAS Still Image Viewer

The DVAS player, accessed from the "View Video" button, supports the following features.

- Commonly used playback controls like play, pause, fast forward, and rewind; (speed of the frame-by-frame playback can even be adjusted)
- On-demand additional video frames to extend the viewing timeframe of the video in either direction
- Image adjustment controls for changing the video contrast, color, and zoom
- Complete toll system transaction details associated with the recorded video displayed in the player, so that transaction date/time and auditable information is easily viewed for comparison against the images
- Export options to save the loaded frames of the video, so they can be retained and shared

Figure 14. DVAS Motion Video Shown in the DVAS Player

Live Video Viewing

Not only can DVAS be used to store motion video and high-resolution still images, but it can also be used as a real-time roadway overview system to observe live traffic and the security of the facilities. It can be used by the County to monitor the tolling zone and by the Maintenance Monitoring Center for system observation, tuning, and calibration.

The picture that follows shows an example of a viewing station at a typical toll plaza. Notice how this tool supports a multiple monitor configuration and a variety of screen layouts.

Figure 15. Viewing Station at a Typical Toll Plaza

The live video can be viewed by multiple users at the same time. Live video feeds can be received by an authorized user who has access to the network. They can be viewed on any PC, computer, or monitor that has been properly configured for access. Each plaza DVAS server can support up to 64 cameras simultaneously.

2.6 *Integrity* Customer Service Center Application

Integrity is a Web-based back office product for customer account management that has been implemented by various toll agencies across the globe. The system is easy to customize and configure, easy to learn, and easy to use. ***Integrity*** will not deliver all of the functionality required for the Bob Sikes Bridge Toll System per the RFP. ***Integrity*** functionality not being delivered as part of this proposal includes, but is not limited to, the following items: Interactive Voice Response (IVR), Toll Enforcement Center (TEC)/Violation Processing Center (VPC), Image Processing Subsystem (IPS), Collections, DMV Processing, Interoperability, Disaster Recovery, Dashboards, Data Migration, and Optical Character Recognition (OCR). However, we believe that the functionality included in this proposal will meet your needs and exceed your expectations. It will facilitate superb customer service, simplify and enhance accounting and auditability, and minimize the overall cost of maximizing Bob Sikes Bridge Toll System's revenue. ***Integrity*** is robust and versatile, enabling fast, accurate, and cost effective processing

for a full range of transactions, from those that are automated to those that require in-depth customer interaction.

The following table highlights the key features of ***Integrity***.

Table 2-2. ***Integrity*** *Key Features*

Key Features of *Integrity*		
Account Management	▪ Account initiation or creation ▪ Account contact search ▪ Vehicle information and updates ▪ Auto notifications and statements ▪ Replenishment options ▪ Account fees	▪ Account Types ▪ Account activity, journal, and general ledger tracking ▪ Account status
Customer Programs	▪ Annual Pass (as described below)	
Financial Accounting	▪ General ledger accounts ▪ Double-entry accounting ▪ Cash, check, credit/debit card processing ▪ Audit, reconciliation, and reporting ▪ Use case mapping	▪ Financial statements ▪ GAAP compliance ▪ PCI compliance ▪ Chart of accounts ▪ Refunds ▪ Journal entries
System Security	▪ Configurable permissions for all staff levels	▪ Encryption
Reporting	▪ Extensive report navigation ▪ Drill-down capability ▪ Context dependent, research tools	▪ Support audit reconciliation ▪ Provide operational statistics for key performance indicators (KPIs)
Transponder Management	▪ Not included (as described elsewhere in our proposal)	

2.6.1 Interfaces between Integrity and Infinity∞

Integrity has built in capabilities to exchange information with any Host Agency via web services. At the heart of the system is a message processing framework called Road Side Solution Interface (RoSSI), which consists of monitors, messengers and the Monitor Manager. At startup, the manager converts the configuration settings into a set of monitors and their associated messengers. The manager handles initialization, startup, and shutdown of the monitors. The system is implemented with a combination of built-in messengers and monitors, customization of those components, as well as fully customized implementations.

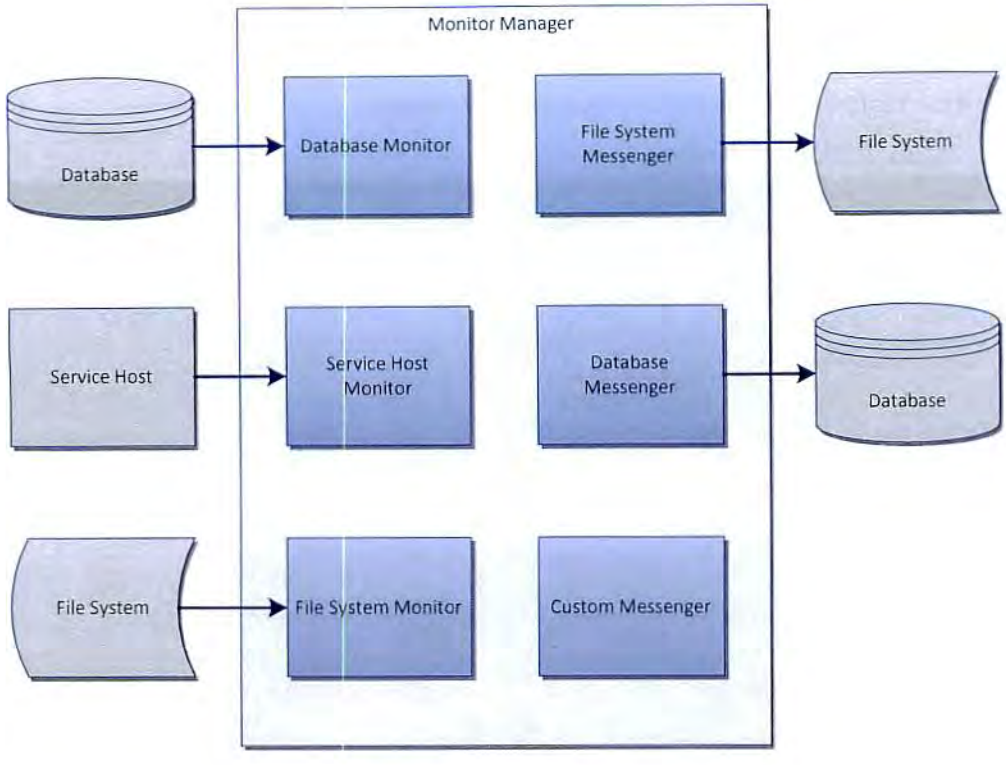


Figure 16. Monitor Manager

The messages are transmitted over the Internet via HTTP using the SOAP standard. Bulk data and image file transfer takes place over FTP. For systems that are in the same network, single messages are transmitted via TCP/IP. Bulk data and image file transfers are transmitted using the copy function. A monitor watches some part of the system which, could be a database table, a service, or the file system. When a watched event occurs on the monitor, such as a new transaction is created, a new image is received or the toll schedule was updated, the monitor will pass on the event data to its associated subsystem.

Table 2-3. Sample Data Exchange through RoSSI

Data Exchange	Format	Push/Pull	Method/Protocol	Frequency
Vehicle Transaction	XML/SOAP	Road Side System to ***Integrity***	Web Service/HTTP	Continuous
Transaction Images	JPG	Road Side System to ***Integrity***	File Transfer/ FTP	Continuous
Transponder Updates	XML/SOAP	***Integrity*** to Road Side System	Web Service/HTTP	Continuous
Bulk Transponder	XML or Flat File/Zip	***Integrity*** to Road Side System	File Transfer/FTP	Daily

Data Exchange	Format	Push/Pull	Method/Protocol	Frequency
Update				
Toll Rate Schedule Update	XML/SOAP	*Integrity* to Road Side System	Web Service/HTTP	Continuous

2.6.2 Annual Pass

The ***Integrity*** solution will support the County's Annual Pass Program. One exception to the RFP requirement that we respectfully take is related to having your own transponders. We believe it is in the best interest of the County and your customers to have customers buy SunPass transponders to serve as their annual pass transponder. This eliminates the need for the County to buy transponders, have a transponder inventory management module within ***Integrity***, and perform inventory management tasks associated with owning and maintained an exclusive County transponder. Additionally, once the interoperability effort gets started, the public information campaign to let customers know that their transponders are valid anywhere in the state will be much simpler to understand since customers will already have a SunPass transponder.

Based on the above, the pass experience will be as follows. Customers are informed of the need to have a SunPass transponder in order to use their annual pass at the Bob Sikes Bridge toll plaza. Once customers have their SunPass and are ready to sign up for the pass the first time, renew an existing pass, or just update an existing pass account, they will be asked to provide their SunPass transponder number. This number is printed on the transponder cover and can be easily obtained. The number is unique, there are no two transponders with the same number. The number will then be posted to the customer account and disseminated to the lanes, which will allow him/her to go through the lane without stopping. Each transponder number will be associated only one vehicle, i.e. a transponder device will not be used for multiple vehicles. ***Integrity*** is capable of assigning multiple vehicles (each with its own unique transponder pass account device) to a single customer account. The SunPass transponder utilized here will only work for the Bob Sikes Toll Plaza and will not work at any other toll plaza until interoperability with SunPass occurs.

Customers will purchase and/or renew their passes for a configurable dollar amount. The payment will be made at the CSC (physically or by mail) or via the new customer website via credit card. The pass will be valid for 1 year from the pass purchase/payment date in a prorated manner as required per the RFP.

Data migration of existing customer account information is not included in this proposal. It is our understanding that this scope has already been accomplished as part of the emergency services contract.

2.6.3 Configurability

Integrity provides for configurability through application parameters that govern how the system operates. Each parameter is grouped into categories, such as customer service, finance, reports, system administration, and others. Other configurable parameters are specific to individual displays, reports, and system functions. Authorized users can change configurable parameter values.

Application Parameters

FEES | Application Parameters | View History

Name	Description	Value
AUTOREPLENISHFAILFEE	Fee dollar amount for automatic replenishment failure	2
STATEMENTMONTHLYFEE	Fee dollar amount to request the monthly statement for the previous month be automatically generated on a selected date each month.	2
STATEMENTQUARTERLYFEE	Fee dollar amount to request the quarterly statement to be automatically generated.	2
STATEMENTYEARLYFEE	Fee dollar amount to request the annual statement to be automatically generated.	2
STATEMENTUPSFEE	Fee dollar amount to send statement via USPS	2
NEGATIVEBALANCEFEE	Fee dollar amount for having negative account balance.	2
PENDINGCOLLECTIONFEE	Fee dollar amount for sending the account to pending collection status.	2

Figure 17. Application Parameter Screen

2.6.4 Account Management

The main features for *Integrity* account management are shown in the following figure. The main Account Management page provides navigation to the rich set of customer account maintenance functionality and options.

Account Management Main Features	
Manage alerts	Close, suspend, and un-suspend accounts
Modify contact information	View account statements
Change account preferences	View account histories
Manage vehicle information	Manage transponders – request new, change status to lost/stolen, etc.
Manage correspondence	Make payments
View adjust and reverse disputed toll transactions	View, adjust, and reverse financial transaction
Reset Web account passwords	Modify replenishment information and preferences
Lock/unlock customer access	

Figure 18. Customer Account Maintenance

The *Integrity* application is designed to support various types of accounts and methods of account opening. New account types needed as the program continues to evolve are easily added. TransCore has experience in delivering service to electronic toll customers via the following methods: mail and fax, walk-in facility, phone, and website.

2.6.5 Reports

The system architecture for reporting uses a report engine that obtains data from the most appropriate sources, which may include production data containing real time application data or a snapshot of the production database, including data based on the state of the production database as of a set time each day. Requests for reports that can be satisfied by data valid up to midnight (end of previous day) are routed to the reports database. Any reports requiring access to information more recent than the snapshot information are serviced by the production database.

Using ***Integrity***'s reporting subsystem, an authority can have full access through an application portal to review, download, and print reports. Our reporting system has the following characteristics and features.

Table 2-4. Integrity Reporting Features

Integrity *Reporting Features*				
Intuitive	▪ *Designed for ease of use* ▪ *Hierarchical, menu-driven interface* ▪ *Most important listed first*	▪ *Dynamic, parameter based, selection criteria* ▪ *Minimal need for manual data entry*		
Flexible	***Selection criteria includes, but is not limited to:***			
	▪ *Predefined dates* ▪ *Customized dates* ▪ *Time (HH:MM)* ▪ *User name* ▪ *Location*	▪ *Facility* ▪ *Plaza* ▪ *Lane* ▪ *Lane direction* ▪ *Comparative*	▪ *Weekly* ▪ *Monthly* ▪ *Yearly* ▪ *Year-to-date*	
Responsive	▪ *Response in seconds for most reports* ▪ *Pre-processed summary tables* ▪ *Off-peak scheduling for any report*			
Multi-format	*View on screen:*	*Export to:*		
	▪ *Print* ▪ *E-mail*	▪ *PDF* ▪ *Excel*	▪ *Word* ▪ *CSV*	▪ *HTML* ▪ *XML*
On-screen searching	***The user can search for specific text by entering a string into the Search field and clicking the Find link to start the search. The Next and Previous links allow the user to navigate within the report to continue searching for the string.***			
Sorting capability	***Reports can be sorted by each column heading in ascending/descending order.***			
Drill down capability	***One click viewing of details behind summaries for on-screen displays***			
Automated delivery	*Scheduled delivery:*		*On-demand delivery to:*	
	▪ *Daily* ▪ *Weekly* ▪ *Monthly*	▪ *Quarterly* ▪ *Annually*	▪ *Screen* ▪ *E-mail*	▪ *Printer* ▪ *File*

2.6.6 Financial Management

Integrity's financial accounting capabilities were designed by accounting staff and a certified public accountant (CPA) who works in operations centers, providing timely, reliable, and accurate financial information. With our knowledge base and real world operations experience, we are ready to work with Bob Sikes Bridge Toll System on financial management and accounting policies, procedures, and accounting treatment. The capabilities of ***Integrity*** provide a robust financial accounting component that includes double-entry accounting as required by generally accepted accounting principles (GAAP) and the Governmental Accounting Standards Board (GASB). ***Integrity*** is fully auditable and provides necessary details for reconciliation processes for CSR transactions, account balances, front counter and call center activity, adjustments, credit card transactions, and payments.

Integrity provides double entry accounting entries for all transactions that have a financial impact. Furthermore, ***Integrity*** has built in logic to prevent any unbalanced entry from posting. All financial transactions that are automated within ***Integrity*** will have a use case associated with the transaction. A use case is the description of a sequence of actions that the system performs. These use cases will show the nature of each transaction with its transaction code and the correlating general ledger account that will be debited and credited.

All financial transactions are recorded in the general ledger and flow to the associated sub-ledgers. ***Integrity*** posts all financial transactions in near real time to the general ledger. ***Integrity*** will serve as the Bob Sikes Bridge Toll System's subsidiary ledger for all CSC activity, including tolls, fees, and payments. All general ledger activity will seamlessly flow to the trial balance, income statement, balance sheet, and other financial reports. TransCore's system will be configured to comply with Bob Sikes Bridge Toll System's accounting policies and procedures.

Integrity makes most journal entry allocations automatically based on approved use cases but does have the ability to make manual journal entries by an authorized user. The journal entry section has limited access to a select group of users to ensure that the security of all data is maintained and complies with GAAP and GASB. Journal entries must be balanced in order to post. The system gives each entry a unique grouping ID, which is searchable and exportable for audit purposes.

All transactions will have a unique identifier; this identifier will be carried through the lifecycle to the current disposition of the transaction. ***Integrity*** will record the date and time and all other transaction attributes of every transaction occurrence transmitted to the CSC. ***Integrity*** will ensure that no transactions are lost and will provide reports and the capability to check transaction sequence numbers for purposes of audit and review. ***Integrity*** will not allow transactions to be removed – only reversed – which will create a new transaction linked to the first entry. Any adjustments will be made as another entry, allowing the original entry to stay intact.

2.6.7 Reversals, Refunds, and Adjustments

Integrity fully supports refund processing and the tracking of refunds from request through issuance. The system will create a report, along with supporting documentation for approving and processing refund checks. The report will include account number, name, amount, reason, and refund type. ***Integrity*** keeps track and records the date, time, and approver identity of approvals for each refund.

The adjustment function allows for the reversal of toll and payment transactions by an authorized staff. Toll transactions can be revised or corrected. Adjustments to a transaction are tracked by the system, with important adjustment data recorded, including adjustment reason codes, comments, and information about the individual initiating the adjustment. The adjusted transaction is easily identified in an account statement and on reports. Adjustment reasons are configurable.

Once the required data is entered and the user clicks the Save button, a message shows that the adjustment or reversal is successfully completed.

The figure at right shows the adjustments and reversals screen.

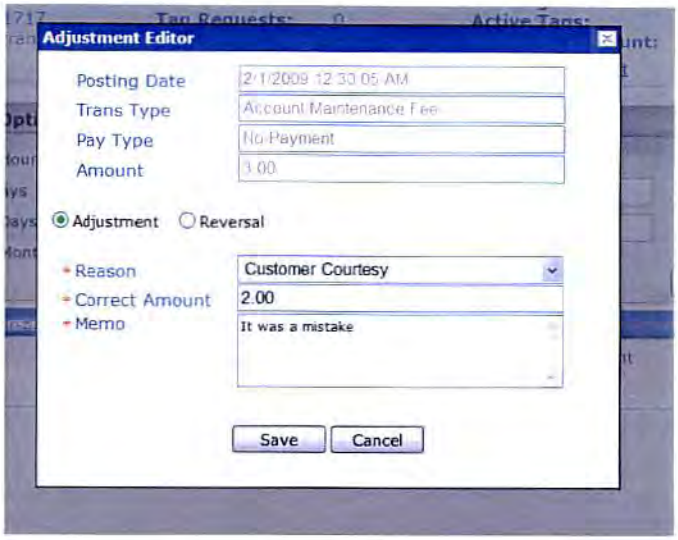


Figure 19. Financial Adjustment Screen

Integrity provides an Adjustment and Reversal Report, which shows a summary of adjustments and reversals posted to customer accounts for the date selected.

Each adjustment and reversal is recorded with the CSR name, date posted, account number, amount, and comment showing the reason it was done. The ability to adjust is defined by the role, which limits the availability to perform adjustments and reversals to appropriate staff.

The Adjustment Screen allows the user to search by date range for financial transactions previously created. The Adjustment screen is available to users with appropriate privileges at the customer maintenance menu after an account record has been retrieved.

A sample Financial Adjustment Screen for financial transactions is shown in the following figure.

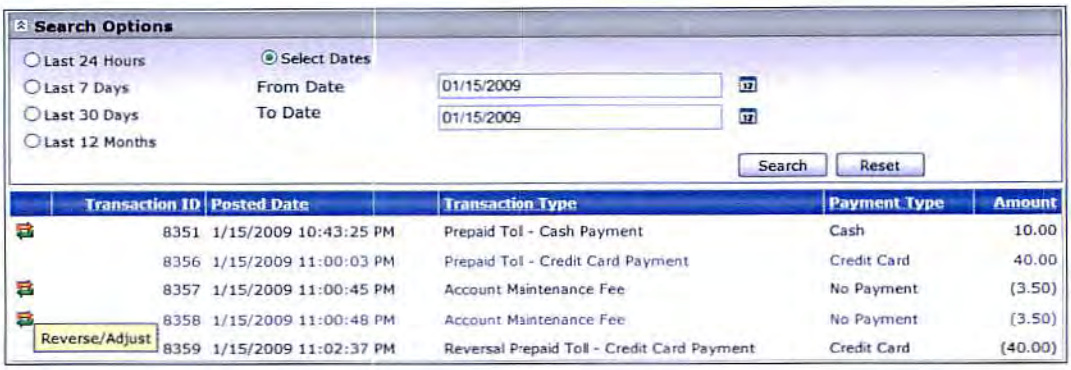


Figure 20. Financial Adjustment Screen

2.6.8 Customer Website

Integrity's customer website supports account management and payments via PCI compliant secure transactions,. The customer website application will be hosted on an independent, dedicated Web server, but the overall design will be consistent with Bob Sikes Bridge Toll Systems website interface. Customers accessing the Web application will experience a smooth transition from Bob Sikes Bridge Toll Systems website to the ***Integrity*** website.

The customer website application is designed to provide secure public Internet access, where the customer can The customer website is implemented using the same software modules used by CSRs in the CSC internal application. The difference between the customer website and the CSC application is in which screens and functions are selected for external access. The result is that the website workflows and graphical user interface (GUI) controls are identical to those used by the CSRs. This enables CSRs to provide better assistance to customer website users.

The customer website application will use HTTPS communications protocol for secure communication over a computer networks and Internet. This protocol creates a secure channel, provides encryption, and secures identification of the server. This protocol requires a certificate that must be signed by a trusted authority.

2.6.9 Customer Correspondence

Attaching a document to a customer's account is accomplished via the customer correspondence function. The user must first search for the customer's account, and then click the Correspondence link from the Account Management navigation menu to view the Customer Correspondence screen.

The Customer Correspondence screen shows a table listing all of the correspondence (letters and e-mail) received by and sent to the customer.

The user can attach a previously scanned document to the customer's account in identical fashion used by the mailroom manager.

2.6.10 External Interfaces

Integrity is capable and configurable to interface with various types of external systems and processes. The following describes interfaces with the credit card clearinghouse and banks.

2.6.11 Payments

Payment processing supports the services primarily by managing and reconciling all payment revenues accrued through operation of the system.

Per the payment processing figure at right, different payment locations are able to process different types based on specific requirements and operating rules.

Figure 21. Payment Processing

Integrity provides the capability to process different payment types, as well as provide the ability to perform adjustments to customer accounts, as needed. All payments are posted in the real time to the customer's accounts.

The following table shows the accepted forms of payment by location type.

Table 2-5. Accepted Forms of Payment by Location Type

Payment Methods	Walk-In	Fax	Website	CSR	USPS / Courier
Cash	Y	N	N	N	Y
Credit and Branded Debit Cards	Y	Y	Y	Y	Y
Debit Cards with PIN	Y	N	N	N	N
Money Order	Y	N	N	N	Y
Cashier's Check	Y	N	N	N	Y
Traveler's Check	Y	N	N	N	Y
Personal and Business Check	Y	N	N	N	Y

2.6.12 Credit Card Processing

Credit card payment transactions are supported using Authorize.Net. Credit card payment transactions are routed for authorization through the secure network. The basic flow is shown in the following figure.

1. A customer pays with a credit/debit card.
2. An authorization request is created through the *Integrity* application.
3. The authorization request is forwarded to the merchant processor.
4. Merchant processor routes the request to the credit/debit card network.
5. The customer's credit/debit issuing bank approves or declines the transaction based on the customer's available funds and sends the results back to the network.
6. The results of the request are sent and authorization displayed.
7. The customer's issuing bank sends the transaction funds to the merchant bank.
8. The merchant processor will deposit the funds into Bob Sikes Bridge Toll System's settlement bank.

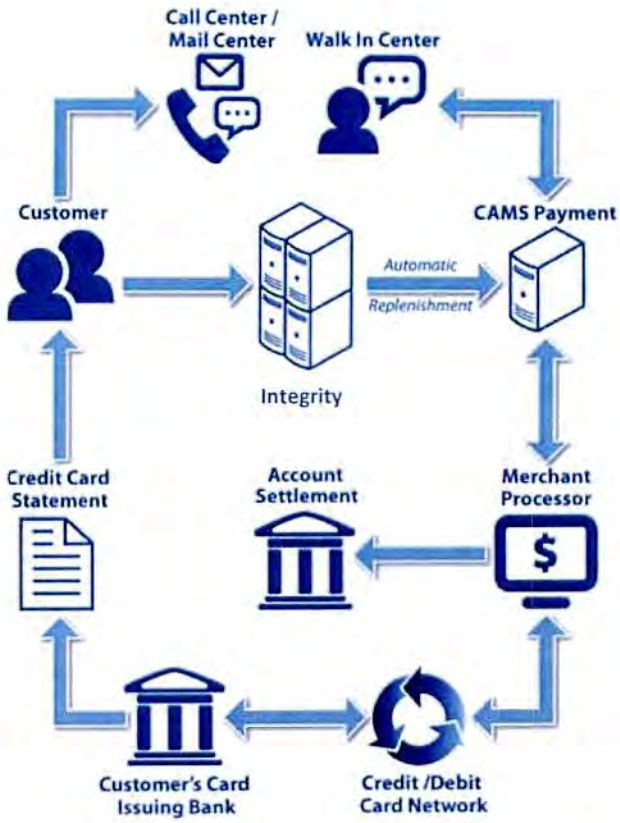


Figure 22. Credit Card Payment Transactions – Basic Flow

***Integrity* is a Payment Application – Data Security Standard (PA-DSS) certified application** that processes credit and debit card payment requests from devices' back office systems and securely stores sensitive credit card holder information for card on file transactions. As the gateway between payment requestors and credit/debit merchant acquirer, ***Integrity* is responsible for translating between the systems and the bank ISO 8583 format**, working in conjunction with a custom bank interface, supporting whichever merchant acquirer is required.

All credit card information is stored in *Integrity's* private schema, which is encrypted in accordance with the PCI-DSS. Users will only see masked credit card numbers, where all but the last four digits are asterisked out. This approach supports separation of duties between the database administrator and the security administrator, ensuring that no single person has

unrestricted access to both the encrypted data and the keys needed to decrypt it. This is accomplished using the tokenization approach previously described in the Security Specifications section.

The ***Integrity*** solution has been PA-DSS certified, and will, therefore, help achieve PCI DSS compliance for the system and operation as a whole.

Integrity's exception processing will allow detailed tracking of credit card processing issues, including tracking of declined authorizations by response code. In the event of processing issues such as communication issues between ***Integrity*** and a merchant processor, the TransCore team will coordinate with a merchant processor to resolve the issues.

We will define the operating rules related to reattempt of declined authorizations. In addition, the updated expiration dates will be obtained from card issuers via the merchant processor for cards held for automatic replenishment.

2.6.13 Tokenization

Information security is an important task for any system. Tokenization defines a process through which sensitive data is replaced with a surrogate value knows as token. This surrogate value or token is used through the system to represent the sensitive data.

When tokenization is implemented to support the payment functions, it is possible to reduce the scope, risks, and costs associated with ongoing compliance with the Payment Card Industry Data Security Standards (PCI DSS).

The following steps outline the process of tokenization. Figure 23 illustrates the process.

1. A customer submits a primary account number (PAN) over an SSL connection
2. The application server sends this information to the tokenization server.
3. The tokenization server encrypts the PAN information and generates a token. The server then stores the token, along with the encrypted information, within a highly secure database.
4. The system sends back the generated token to the application server.
5. The token is stored in the AMS database in place of the actual PAN. This token is used throughout the application environment instead of the actual PAN.
6. For any future payment transaction using the same PAN, the token server sends the token to the payment gateway.

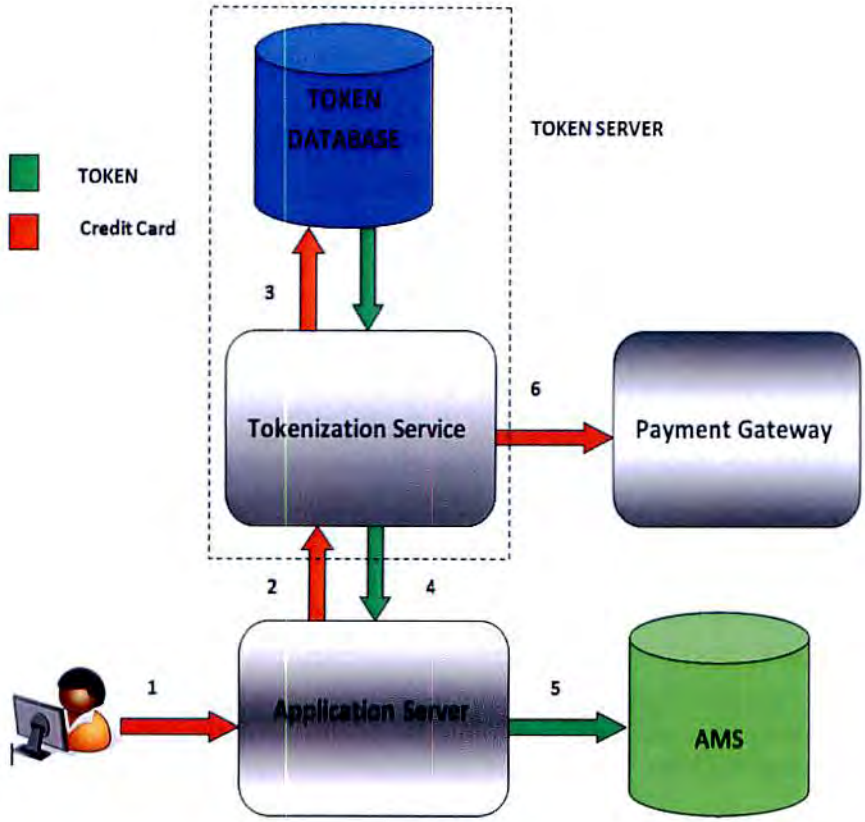


Figure 23. Tokenization

The security and robustness of a tokenization system is dependent upon the secure implementation of four critical components, and the overall management of the system and any historical data:

Token generation. Defines the process through which a token is generated. Random number generation is the recommended method for token generation. This method is completely secured as the context cannot be reverse-engineered and in any way represent the actual data.

Token mapping. Defines the process for associating a token to its original PAN value. The newly generated token should replace the actual sensitive data within the application database. The access to the tokenized data is available through this token only.

Data vault. The data vault is the central repository of all the sensitive data, such as credit card number, used by the token mapping process. This is a highly secured database and can be accessed by only authorized users. The data is typically encrypted.

Cryptographic Key Management. Cryptographic Key Management defines the process through which cryptographic keys are managed and how they are used to protect sensitive data.

2.6.14 Back Office System Solution and Technology

TransCore will provide a BOS utilizing a multi-tier architecture. The BOS is comprised of all hardware and software necessary to support the Customer Service Center (CSC) software solution, which is called ***Integrity***. All of the necessary hardware for ***Integrity*** is already hosted at the Bob Sikes Bridge Toll Plaza building. Internet connectivity provision, security, and maintenance is to be furnished by others as identified in the RFP. Our staff will work with the County's IT staff and consultants to determine the best internet solution for the application.

Integrity provides a high quality, cost-effective CSC application using proven software, hardware, and architecture. The ***Integrity*** solution is completely upgradeable and scalable. As your system needs evolve, our solution can expand to meet future demands. Our system is equally suited for single toll plaza applications, such as yours, as well as expansive toll roads that encompass multiple plazas and roadways.

2.6.15 Host Operating Environment

Integrity's Web application runs within the Internet Information Server (IIS) on a Microsoft Windows Server 2012 R2 Standard x64 or higher environment. It is accessed by a client application that runs within a Web browser – preferably Microsoft Internet Explorer; however, other browsers are supported. The application is designed to allow for the addition of multiple servers in a Web farm configuration to provide load balancing for performance scalability and to also provide redundancy/reliability if a Web server hardware failure occurs. All database servers will be configured with SQL 2012 database at the time of system commissioning. SQL is an industry-leading relational database management system developed with a focus on performance, scalability, and reliability. TransCore has successfully implemented and deployed numerous back office systems that are field proven with Microsoft SQL.

The TransCore ***Integrity*** database will serve as the main repository for toll transactions, account data, and system information, producing system operation and audit reports, retaining a secure database of transactions, and providing near instantaneous information.

The back office systems will have identical hardware and software configurations. It will support future upgrades of processors, memory storage, database software, and operating system (OS). It will be sized and configured to meet or exceed availability requirements as defined in the RFP. TransCore will procure and maintain its own development system and will be configured such that it will be compatible with the Bob Sikes Bridge Toll System production environment. Additionally, a test system will be available to accommodate maintenance and testing prior to upgrades to the production environment.

2.6.16 Interfaces between Integrity and Infinity∞

The Data Management System (DMS) module of ***Integrity*** is responsible for gathering transaction data from the ***Infinity***∞ Plaza/Lane system while the Account Management System (AMS) module is responsible for back office operations, such as the CSC. To make lane data available to the AMS module of ***Integrity*** and back office data available to the DMS, the following interfaces have been defined:

- **Interface Database** – specific tables designed to stage data prior to being processed by the foreign applications, i.e., data provided by the DMS and ***Integrity***to the AMS back office applications, and vice versa.
- ***Integrity*** **Data Management System (DMS) –** database to store electronic toll collection (ETC) transaction data. TransCore will provide a small sample of its standard DMS reports to allow the County to view ETC transactions and revenue data. The toll DMS portion will include the staff registry, which allows authorized personnel to assign users to the system and define the roles and authorizations for those users.
- ***Integrity*** **Account Management System (AMS)** – TransCore proposes the latest version of its AMS module, which is completely Internet based. Both the AMS personnel and the general public can access the AMS via the Internet. AMS personnel can also access the AMS via the intranet. For AMS personnel, this involves standard AMS operations, such as account creation, account maintenance, tag delivery, financial reporting, etc. For the general public, this includes enrollment, checking account status, making payments, and sending e-mail.

2.6.17 Customer Service Center Operating Environment

Customer Service Representatives (CSRs) will access ***Integrity*** via Web browser to assist customers with opening and maintaining customer accounts, update/correct customer contact information, process manual payments, and correspondence. Authorized supervisors will use ***Integrity*** for shift management, and reporting. Transponder ordering and inventory management support are not included since SunPass is being proposed.

2.6.18 Back Office Architecture Equipment

The Central Processing System (CPS) of the BOS is based around a proven technical architecture for system designs ranging from 50,000 transactions per day to 4 million transactions per day. All systems use hardware and third-party software components that are backed by industry leaders, such as Hewlett-Packard (HP), Dell, Cisco, and Microsoft, thus assuring product support for the life of the project.

All servers and workstations have up-to-date virus protection, and virus protection update files are obtained automatically. Internet security is provided through firewalls, third-party software, and features built into the Windows operating system. Security features include data security, intrusion detection, and prevention of unauthorized access.

All access to system data is logged, and an audit trail of any modifications to the data is maintained. Confidential data is maintained in encrypted form. High availability of system components is achieved an using an automatic failover technique within the same production site in conjunction with redundant systems.

To achieve the database redundancy, TransCore proposes a design that will use a auto failover Windows cluster solution that is directly connected to the SAN. This configuration will provide fault tolerance by continually updating the database.

The production back office system consists of a set of servers hosting subsystems as described below.

- **Backup server.** Hosts the data backup application and tape library for backing up the SQL Server Database data
- **CSC application server.** Manages middle tier components of CSC applications
- **CSC internal website server.** Manages user requests via Internet and manages middle tier components of customer website application
- **Domain controllers.** Manages the Active Directory for the Windows domain, as well as serves as the domain name system (DNS) server
- **CSC database.** Data received from lanes, data exchanged with away agencies, CSC transactions, and customer website transactions, are stored within a Microsoft SQL Server 2012 database on this server
- **Reports server.** Reports are generated from duplicated production data that are stored within a Microsoft SQL Server 2012 database on this server utilizing SQLServer Reporting Services
- **Archive server.** Is respectfully not being provided as part of this proposal. However, 1 year's worth of historical account information will be available to customers via the customer website.
- **WSUS server.** Using Windows Server Update Services (WSUS), this server manages the patches being applied to all Windows servers and workstation in the environment
- **Anti-virus server.** Centrally manages anti-virus profile and incidents for all servers and workstations within the environment
- **Customer website server.** Manages user requests via Internet and manages middle tier components of customer website application; located in demilitarized zone (DMZ)
- **FTP server.** Manages all external file exchange from bank clearinghouse, etc.; located in the DMZ
- **Exchange server.** Hosts e-mail services to send e-mail notification to customers and receive e-mail comments from customers; manages CSC e-mail traffic for internal support staff
- **SMTP server.** Is respectfully not being provided as part of this proposal.
- **Firewall.** A security appliance is used to create a DMZ; enables secure connections between the back office and external entities, while protecting the back office from intrusions

TransCore understands the need to be able to safely and reliably secure all data at all levels of operation. The backup strategy includes a tape loader of all ***Integrity*** data – plus all other operations data in all forms – as well as system configuration and "build" data, software, and configurations. We are proposing to have the tape loader back-ups stored onsite.

The backups will run unattended on a pre-defined schedule and will be structured such that they will not impact daily operations. Customers will have access to 1 year's worth of historical account information through the County website.

2.6.19 Security Specifications

Integrity is built to meet Payment Card Industry Data Security Standard (PCI DSS) standards. The system complies with the latest PCI standards, and TransCore retains a qualified third-party firm to certify that the systems and processes provided meet the PCI DSS security requirements throughout the life of each project.

TransCore understands the importance of security and will notify Bob Sikes Bridge Toll System's data practices compliance official (DPCO) contact of any suspected or actual security incidents or breaches within two hours, if not immediately, of discovery. We also authorize Bob Sikes Bridge Toll System, if requested, to perform scheduled and random security audits of the hosting infrastructure and/or application by an authorized person from Bob Sikes Bridge Toll System.

The different levels of security that exist within ***Integrity*** are:

- **Secure Sockets Layer (SSL) and Hypertext Transfer Protocol Secure (HTTPS):** secure HTTPS protocol is used between client and the Web server. This protocol creates a secure channel, provides encryption, and secures identification of the server. This protocol requires a certificate that must be signed by a trusted authority.
- **Advanced Encryption Standard (AES) encryption:** used for all sensitive data stored within the database. This is a symmetric key encryption standard adopted by the U.S. government. Strong password, encrypted before storing in the database, is required.
- **Windows Communication Foundation (WCF) security:** all communication between the Web server and the application layer happens through the Microsoft WCF services. A secure and reliable transmission control protocol (TCP) binding is present that utilizes Windows security for message protection and authentication. By default, all the messages are encrypted and signed.
- **Pretty Good Privacy (PGP)** Encryption is used with all the files sent over FTP to the external interfaces/bank clearing houses. PGP uses an asymmetric scheme with a pair of keys for encryption: a public key, which encrypts data, and a corresponding private, or secret key for decryption.
- **Role Based Security** – System roles (such as CSR, financial manager, system administrator) are dynamically defined and assigned to the system users as a way of authorizing and restricting access to the different system areas, functions, and data. Every page, button, or user interface (UI) control is seen as a resource that can be associated with the specific system role. The user is not able to see any objects on the screen that are not configured and associated with his/her particular role.

2.6.20 Network Security

To ensure network data security, the Web server operates inside of an isolated network DMZ. Access from the Internet to the application Web server is limited by the external firewall to communications on HTTP port 80 and SSL port 443. Additionally, all customer data traffic to the internal application server is conducted via .web services running on IIS.

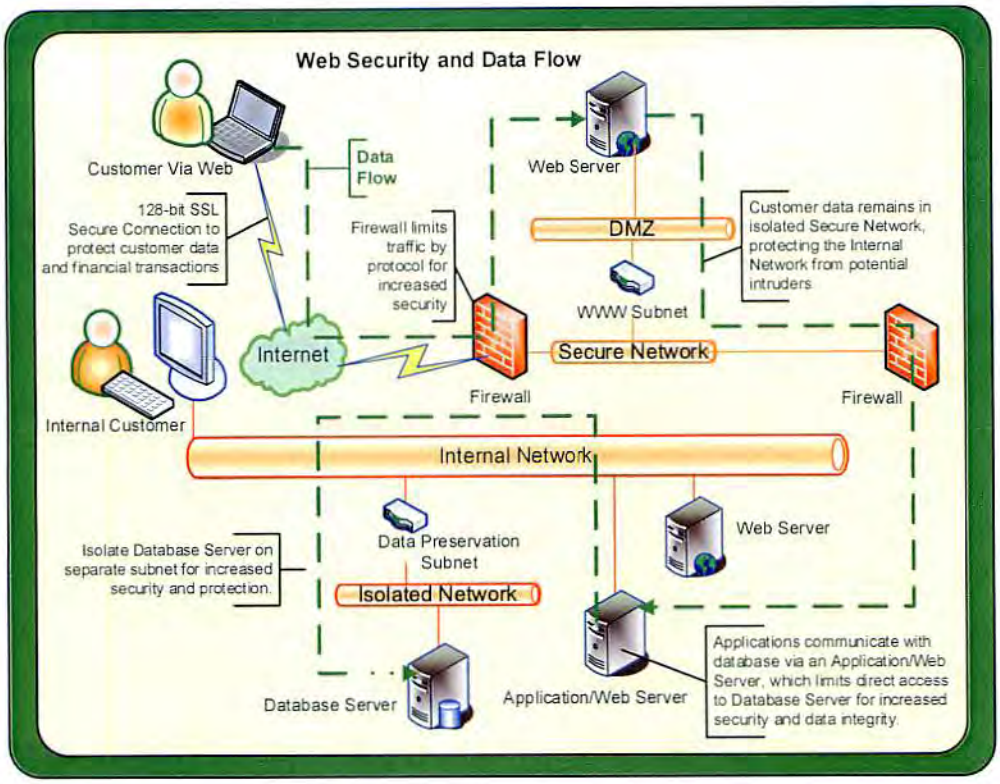


Figure 24: Web Security and Data Flow

This figure illustrates the flow of data and the mechanisms in place to safeguard the data generated by a customer's action within the website.

This network environment maximizes the prevention of:

- Internet attacks utilizing "packet sniffing" and "spoofing" techniques
- Access to the application Web server operating system
- Access to internal systems if the Web application server is compromised

2.6.21 Software Licensing and Escrow

Licenses

TransCore will provide the run-time ***Integrity*** software required to operate the ***Integrity*** server and ***Integrity*** client applications. TransCore will supply a run-time license for the ***Integrity*** software application to allow the BOS to solely process Bob Sikes Bridge Toll System toll transactions. TransCore will be responsible for acquiring all third-party software and licenses.

Software Escrow

TransCore will enter into a source code and configuration code escrow agreement with the County approved escrow agent for ***Integrity*** and Maintenance Online Management System software.

3| METHODOLOGY USED FOR THE PROJECT

TransCore expects to be closely integrated with County staff and your general consultants throughout the project. Our vast system deployment experience allows us to propose to you a streamlined, yet proven, delivery methodology that will save you time and money. The upcoming sections contain the methodology and schedule we propose to follow to successfully deliver your toll system upgrade. As contained in our schedule, TransCore can guarantee project implementation by March 2016 if notice-to-proceed is issued by June 1st 2015. For the purposes of this proposal, the term project implementation refers to when the ***Infinity***∞ Host/Plaza have been configured/tested, the toll equipment in all has been installed and commissioned, and the ***Integrity*** customer service system has been developed and tested such that it's ready for customer usage. Final system acceptance, as-built documentation, and any other remaining tasks are not considered to be part of the project implementation milestone in our proposal.

3.1 System Design

As previously stated, the proposed ***Infinity***∞ system has already gone through extensive design and testing. This is also the case with our ***Integrity*** system. Both have been successfully deployed many times for other customers and perfected after each project. Because of that, TransCore will provide the County with "as-is" turnkey systems that incorporate all design enhancements made in all of its previous deployments. As a result, TransCore respectfully takes exception to the Design and CDRL documentation requirements in the RFP and instead offers its already-designed ***Infinity***∞ and ***Integrity*** systems as outlined in this proposal and as it will be contained in our to-be-submitted System Detailed Design Documents (DDD) for both systems. The DDDs contain extensive information regarding the ***Infinity***∞ and ***Integrity*** systems and we respectfully believe they will suit the needs of the County. TransCore will slightly modify the DDDs to match Bob Sikes Bridge's systems being proposed and will submit these documents to the County for review. We understand that some items of the toll system and back office solution will require customization, particularly as it relates to the customer service system. Minor, yet effective, customizations related to financial/audit reports and the customer account management website will be provided as part of this proposal. These customizations will include items such as the County's logo/information on the reports and on the website. As we respectfully believe that our off-the-shelf solution works for your needs, TransCore would like to indicate that major customizations such as creation of new reports, modification to the existing reporting structure such as adding/deleting columns, fields, rows, field renaming, general positioning, etc, are not included in this proposal. The website look and feel will be seamless to your customers and will contain County's information in reserved spots within our ***Integrity*** solution.

3.2 *Infinity* Procurement and Configuration

Once notice-to-proceed (NTP) is received, TransCore will procure all hardware and software required for the job. Hardware has a considerable lead time, so the sooner NTP is received the better. All software will be installed and hardware configured at our Orlando warehouse/staging.

All equipment is then individually tested and certified functional by our skilled technicians prior to the commencement of FAT and eventual field deployment.

3.3 *Infinity* Factory Acceptance Test (FAT)

The same streamlined approach used in System Design is being proposed for testing. Per previous sections of the proposal, our proposed solution has already gone through extensive testing, so TransCore respectfully takes exception to the RFP testing requirements and proposes the following three testing levels as opposed instead: Factory Acceptance Test (FAT), Commissioning Test (Commissioning), and System Acceptance Test (SAT).

Once procurement and configuration of the lane and plaza equipment are completed, FAT will commence and will include testing of the Plaza/CPC and lane hardware, software, and various host, plaza, and lane subsystems that will be provided by TransCore. FAT will test for conditions and operations typically "seen" by the system, such as: lane system monitoring, transactions (transponder, cash/credit, video), Toll Management Console (TMC) functionality, vehicle enforcement and OCR verification, degraded mode operation, and MOMS.

To minimize the risk of discovering problems later, FAT will be performed, to the extent possible, as an integrated system rather than independent subsystems, using the actual production hardware and software configured for the actual production system. FAT will be conducted at TransCore's Orlando warehouse/staging facility with the production lane equipment plus vehicle simulators. The FAT environment includes the usage of a test Plaza/CPC which will be located at TransCore's Pensacola office, located minutes from the Bob Sikes Bridge toll plaza. The test simulator will not have gradient (vehicle classification loops), so all vehicle simulation transactions will be reported with 2 axles. Only single vehicle transactions will be created. That is, there is no accommodation for testing more than one vehicle at a time on the simulator. VES images will be captured for each vehicle. The VES cameras will be aimed at the wall in the back of the lab, with an indication of each lane (by a paper print-out with the lane ID or some other means). TransCore's Orlando office is staff with specialized technicians that have performed this same task successfully many times before.

Each transaction generated in the simulator will be verified at the TMC and report levels to make sure that it is reported and posted to the database correctly. Traffic totals and summaries in reports will be validated at the end of each day. Reports run at the end of the day will be saved as part of the test documentation. At the end of FAT, the transaction files will be kept. If a test scenario fails because of a script error, the script will be adjusted immediately. If a test scenario fails because the system is not operating as designed, an item will be added to the punch list and resolved during the FAT issues correction phase.

3.4 *Infinity* Installation, Commissioning, and Transitioning

After FAT is complete, we plan to complete the installation of the toll collection system on the existing lanes. Our installation team is well established in Florida. Mr. Miles Treschan, our proposed installation manager, and his team have been actively installing advanced toll collection systems for 20 years. Most recently, they have successfully commissioned several

sites in the Central Florida area, both in retrofit and new construction. And this team will be the one performing the toll collection system installation on the lanes. They understand the process and are fully aware that communication, coordination, and scheduling with the customer and fellow contractors are imperative to a successful quality installation.

If the work requires lane closures, such as in-pavement loop installation, it will only occur during closures coordinate with and approved by the County and with Maintenance of Traffic (MOT) devices provided by TransCore. We will propose a lane closure sequencing plan for the entire installation job in order to minimize inconveniencing County staff. If we need to adjust our installation plan, we will run the changes by the County prior to proceeding. We are very familiar with working hand-in-hand with the plaza manager, supervisors, and toll collectors so that we can realize time savings and efficiencies during the toll equipment installation phase.

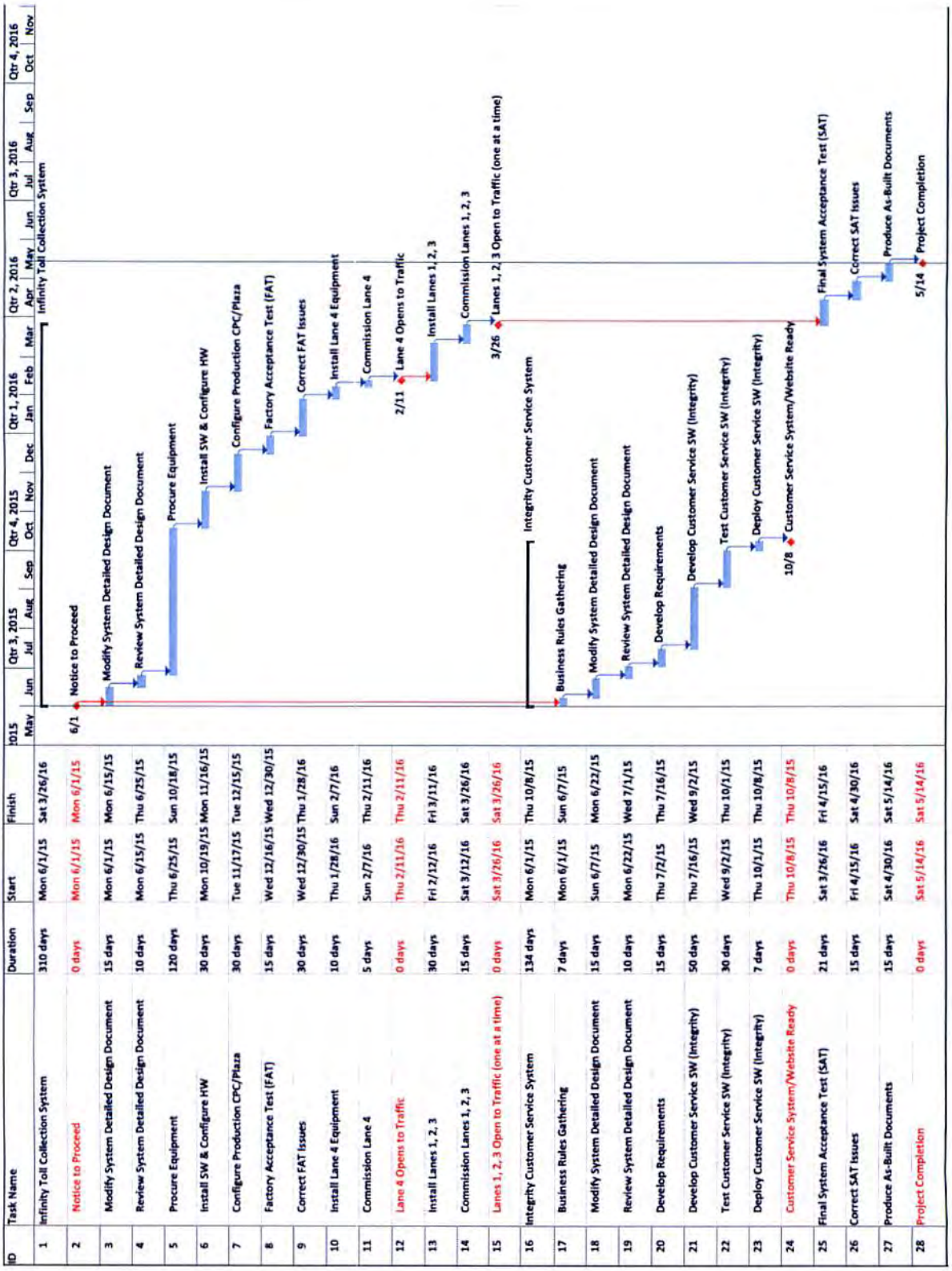
Our proposed sequencing of lane equipment installation is as follows. We propose to install Lane 4 (right most lane) first since we understand it remains permanently closed all day/night. All of the Lane 4 equipment will be installed and commissioned such that Lane 4 is fully operational and ready to open. Once Lane 4 is open to revenue collection traffic, lane equipment will be installed and commissioned in one of the three remaining lanes such that it's also ready to open for revenue collection traffic. We will repeat this process for each remaining lane until all lanes are installed, commissioned, and are ready for toll revenue collection.

TransCore recommends lanes to be closed permanently during equipment installation if at all possible. This might be allowable due to the fact that the plaza currently operates with three of its four lanes. Permanent lane closures allow us to expedite the work by working long hours which greatly minimizes inconveniences to the travelling public. However, if permanent closures aren't an option, we will work with the County to establish a lane closures that will be acceptable.

Commissioning comprises of verifying that the functionality at the lane and between the lane and the CPC/Plaza is working as expected. TransCore will supply test vehicles in order to create controlled, yet live, test transactions. These transactions will mimic typical transactions seen at the lane, such as different vehicle classes, transponder type/status, etc. Commissioning will be performed by Ziad Alegi, our proposed testing manager. Ziad and his team are experts at commissioning lanes. Any MOT for commissioning will also be supplied by TransCore.

TransCore understands the importance of having solid transition plan. Included in the next page is a draft project schedule. Please note that this schedule is based on assumptions starting with notice to proceed. The schedule can be updated based actual start dates and parallel development and equipment ordering. We will work with County's staff and consultants to finalize these plans during working meetings prior to and following Notice to Proceed. Additionally, prior to the commencement of Lane Installation, a Transition Plan will be developed and provided to the County and consultants for review and approval. The transition plan will basically consist of the approach written above with added detail about each task involved in installing the toll system in the lane. TransCore has done equipment retrofits many times before and the County can rest assured that the work will be done in a courteous and efficient manner.

Figure 25. Draft Project Schedule


ID
Task Name
Duration
Start
Finish
2015
Qtr 3, 2015
Qtr 4, 2015
Qtr 1, 2016
Qtr 2, 2016
Qtr 3, 2016
Qtr 4, 2016
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
1 Infinity Toll Collection System 310 days Mon 6/1/15 Sat 3/26/16
2 Notice to Proceed 0 days Mon 6/1/15 Mon 6/1/15
3 Modify System Detailed Design Document 15 days Mon 6/1/15 Mon 6/15/15
4 Review System Detailed Design Document 10 days Mon 6/15/15 Thu 6/25/15
5 Procure Equipment 120 days Thu 6/25/15 Sun 10/18/15
6 Install SW & Configure HW 30 days Mon 10/19/15 Mon 11/16/15
7 Configure Production CPC/Plaza 30 days Tue 11/17/15 Tue 12/15/15
8 Factory Acceptance Test (FAT) 15 days Wed 12/16/15 Wed 12/30/15
9 Correct FAT Issues 30 days Wed 12/30/15 Thu 1/28/16
10 Install Lane 4 Equipment 10 days Thu 1/28/16 Sun 2/7/16
11 Commission Lane 4 5 days Sun 2/7/16 Thu 2/11/16
12 Lane 4 Opens to Traffic 0 days Thu 2/11/16 Thu 2/11/16
13 Install Lanes 1, 2, 3 30 days Fri 2/12/16 Fri 3/11/16
14 Commission Lanes 1, 2, 3 15 days Sat 3/12/16 Sat 3/26/16
15 Lanes 1, 2, 3 Open to Traffic (one at a time) 0 days Sat 3/26/16 Sat 3/26/16
16 Integrity Customer Service System 134 days Mon 6/1/15 Thu 10/8/15
17 Business Rules Gathering 7 days Mon 6/1/15 Sun 6/7/15
18 Modify System Detailed Design Document 15 days Sun 6/7/15 Mon 6/22/15
19 Review System Detailed Design Document 10 days Mon 6/22/15 Wed 7/1/15
20 Develop Requirements 15 days Thu 7/2/15 Thu 7/16/15
21 Develop Customer Service SW (Integrity) 50 days Thu 7/16/15 Wed 9/2/15
22 Test Customer Service SW (Integrity) 30 days Wed 9/2/15 Thu 10/1/15
23 Deploy Customer Service SW (Integrity) 7 days Thu 10/1/15 Thu 10/8/15
24 Customer Service System/Website Ready 0 days Thu 10/8/15 Thu 10/8/15
25 Final System Acceptance Test (SAT) 21 days Sat 3/26/16 Fri 4/15/16
26 Correct SAT Issues 15 days Fri 4/15/16 Sat 4/30/16
27 Produce As-Built Documents 15 days Sat 4/30/16 Sat 5/14/16
28 Project Completion 0 days Sat 5/14/16 Sat 5/14/16
6/1
2/11
3/26
10/8
5/14
Infinity Toll Collection System

3.5 *Integrity* Business Rules, Requirements, and Development

Once NTP is received and concurrently with the ***Infinity's***∞ tasks just described, TransCore will also get started on ***Integrity's*** activities.

Just a few days of meetings between the County, its staff, and our team will be needed to review the County's business rules and the available configurable parameters and decide on the operational system configuration. Our team has expert knowledge in all of ***Integrity's*** functionalities and will guide County and consultant staff on which customizing options are available in order to address most if not all County's business rules.

The agreed customizations will then be translated into requirements which will be used by our developers to incorporate those customizations into your ***Integrity*** solution. Development is followed by a sequence of internal tests, such as QA/QC tests and functional tests, verifying that both the code and functionality achieved work properly. These tests will cover items such as lane transactions, website usage, credit card interface, and ACH interfaces are all working as expected.

Once testing is finalized it's ready for going "live". Our team is experienced in deployment systems to production. Jared Lapsley will manage coordination with the ***Integrity*** team and lead the production deployment of your ***Integrity*** solution. Deployment will occur based on a transition plan which will be coordinated with the County and its staff. Production tests are conducted using The deployment will be coordinated with the County to allow for a seamless transition for the County and its customers.

3.6 Final System Acceptance (SAT)

The Final System Acceptance Test (SAT) will verify that the Bob Sikes bridge toll collection and customer service management solutions are fully operational and meets the functional requirements detailed in the contract and in the to-be-submitted DDDs for both ***Infinity***∞ and ***Integrity***. The SAT will be a comprehensive functional test conducted in many parts with all subsystems and interfaces fully integrated and operating end-to-end to verify proper operation of the system as a whole.

The SAT will demonstrate the functional operation of all components compromising the TransCore system including hardware and software subsystems. The SAT will demonstrate the integration of various subsystems including the AVI, IVIS, VES, and DVAS that include an evaluation of transactions, vehicle classification, transponder reads and all back office processes.

3.7 Maintenance

3.7.1 Software Maintenance

TransCore uses a product approach to software development. We use a common software code base for all programs that are deployed to our ***Infinity***∞ customers. All customers actually have the same executables, libraries, modules, and databases. This allows us to provide a new

customer quickly with a mature, current, tested, debugged, and fully documented system when they begin operations.

Our software product development follows a controlled and defined methodology from requirements and design, through development and into Quality Assurance (QA) testing. Our software development is performed within a secure and controlled distributed environment. We have tiers of servers for development, staging, and testing. Our automated software build or compile scripts are run nightly and on demand to produce staging, test, and production executables. Our database solutions are also tiered, and we use standard database object and data publishing tools to control releases. Within the QA process, we verify software changes based on the various production system configurations prior to generating a release to a customer.

Changes to software are recorded in release notes. The release notes include a description of the changes made and the relevant software version numbers. TransCore's Maintenance Monitoring System (MMS) described later in this section contains a screen for verifying software version numbers on the ***Infinity***∞ blade servers in the production system. The screen is color coded, with green indicating the version is current and red indicating the version is not current. Periodic checks are made to verify the software status.

3.7.2 Maintenance Services

TransCore will provide one full-time equivalent technician to actively monitor the system and provide preventative, predictive and corrective maintenance services on the roadside equipment, as well as part time software support personnel to apply new software releases, software upgrades, updates, patches, bug fixes, optional software features, and general support. Additionally, at least one other local technician will be trained and available to support the dedicated technician in the event of vacation time, illness, or heavy workload. Further, TransCore will provide 24/7 help desk support for the ***Infinity***∞ lane solution via its MMC in Orlando, Florida.

By utilizing MOMS, preventative and predictive work orders will be generated automatically alerting the technician that scheduled maintenance needs to be performed. Preventative maintenance for the roadside equipment falls into three categories: daily, monthly, and yearly.

The following is an example of the preventative maintenance routines provided for the roadside equipment. A full preventative maintenance schedule will be provided and agreed to during the Maintenance Staff training session.

Daily Maintenance:

- Visual inspection of IVIS
- Visual inspection of VES
- Visual inspection of TCP
- Visual inspection of Lane Canopy Signal
- Visual inspection of antennas
- Check of traffic reports

- Check of MMS to ensure transponder and image capture

Monthly Maintenance:

- Ensure camera trigger points are accurate
- Test Lane Canopy Signal
- Clean and inspect cabinet
- Clean and inspect TCP
- Inspect wiring

Yearly Maintenance:

- Test and adjust RFID read zone
- Clean and inspect VES
- Clean and inspect Lane Canopy Signal
- Clean and inspect antenna

3.7.3 Maintenance Software Tools

System maintenance is supported by two main subsystems:

- Maintenance On-line Management System (MOMS)
- Maintenance Monitoring System (MMS)

The MOMS is used to record and track component failures and associated corrective actions (corrective maintenance). The MMS is used to monitor the state of the system and provide information about issues ***before*** they become failures (preventive maintenance).

3.7.4 Maintenance On-line Management System

MOMS automatically detects and reports certain failures to the Help Desk or to an on-call technician. The MOMS detects and reports system failures while they are occurring or after the component has reached a configured tolerance threshold. The MOMS manages both automated and manual work orders, and allows users to track maintenance activities for the systems being maintained. The work order process allows events to be tracked in the system and gives these events a life cycle acknowledged when the event occurs all the way through to resolution of the event and close out of the work order.

The MOMS program capabilities include:

- Active critical systems failure detection based on threshold configurations by equipment type and specific component settings; defaults of equipment type may also be overridden for a specific machine
- Automatic work order creation for monitored events, manually generated work orders, and scheduled creation of work orders for preventive maintenance

- Real-time alerts and off-duty notifications via e-mail or text message, including location and event description, based on notification configurations and schedules of technicians
- Repair/response time definition based on priority levels along with exception schedules
- Troubleshooting or step-wise checklists setup based on the machine or equipment event type for ease of preventive and corrective maintenance
- Work order management, including full search capabilities, status tracking, activity entry, comments, parts replacement and repair/response time requirement visibility based on priority level assignments of the event
- Integration with the Toll Management Console Supervisor Monitor modules showing information and status on open work orders by location
- Spare parts inventory search by component type for quick parts location within a work order
- Bundling or linking of related work orders for ease of management and technician assignment
- Reporting of work orders and system availability, mean-time between failures, inventory usage
- Technician schedule management, maintenance personnel contact management, and notification escalation management

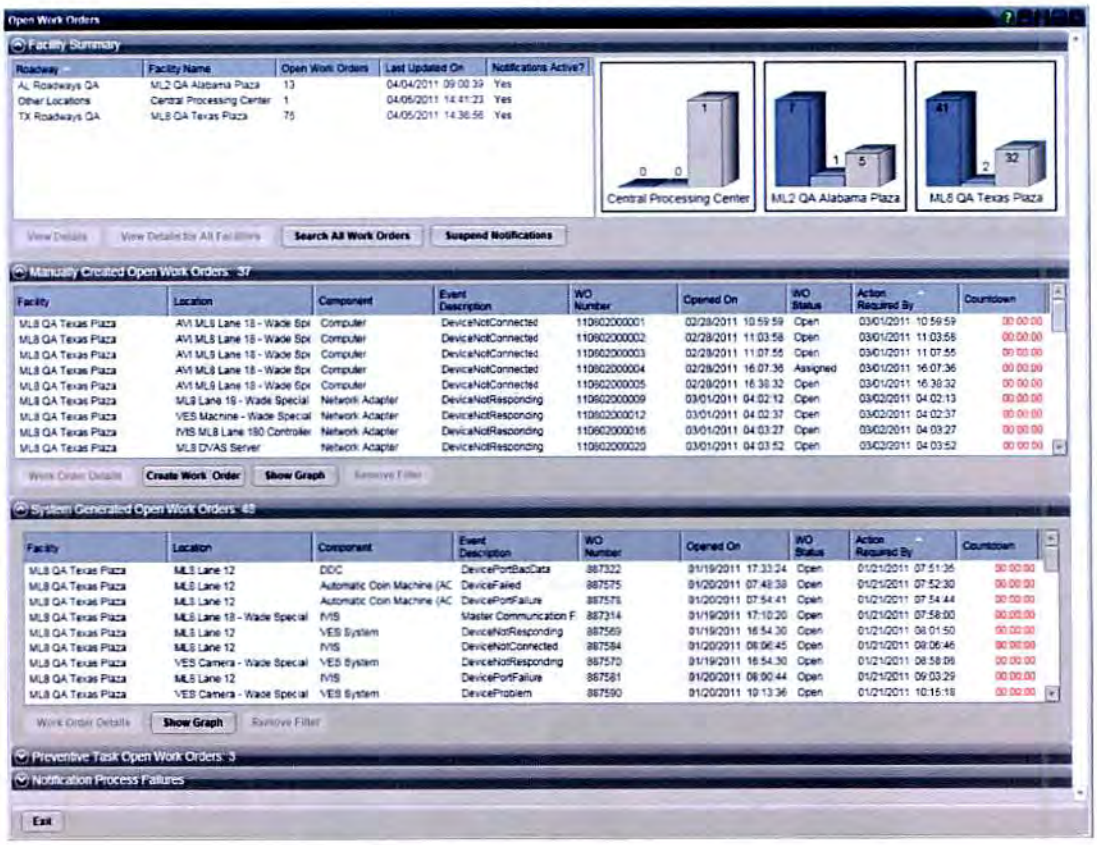


Figure 26. MOMS Open Work Orders Screen

3.7.5 Maintenance Monitoring System

The MOMS described above is used after a problem occurs. The Maintenance Monitoring System (MMS) serves to alert maintenance staff of incipient problems, so preventive action can be taken before an outage occurs.

The MMS is provide the ability to monitor the lane systems, and also allows authorized users to tune and calibrate various components. Functions of the MMS include:

- Monitor lane performance through simultaneous displays of AVI, IVIS, VES, and DVAS data
- Monitor lane controller blade health, including case temperatures, CPU temperatures and voltages, and fan speeds
- Verify all modules are operating with the current version of software
- Verify all modules have the proper time sync

- Calibrate and adjust VCARS camera characteristics, including zooming in on the camera lens, tilting the camera slightly, and changing exposure control (see **Error! Reference source not found.**)
- Calibrate and adjust IVIS characteristics, including parameters associated with VES triggers

Figure25 shows an ORT overview display showing real-time DVAS live video, AVI data, and license plate images.

Figure 27. MMS ORT Overview Display

Figure 2 shows the MMS Lane Server hardware interface. The data displayed is for a single plaza consisting of 30 lanes. The information available includes active ping status, system uptime, application uptime, case temperature, CPU temperature, CPU fan speed, CPU core voltage, and voltages on the 3.3V, 5V, and 12V power rails. Values are color coded to indicate healthy (green), operating near the limit (yellow), and outside the limit (red) of its optimal boundaries.

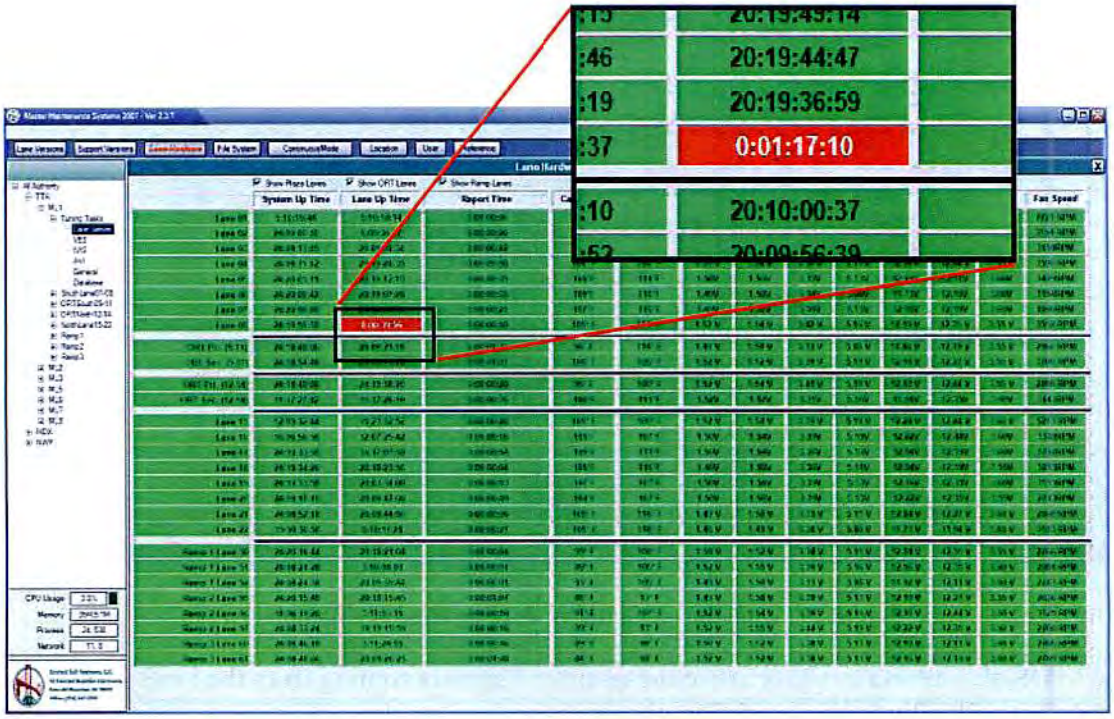


Figure 28. MMS Lane Server Hardware Interface Sample Screen

The MMS allows users to verify that all systems are operating with the current software versions. This is important because if a single file is out of date it can cause a failure. The screenshot below shows for all lanes at a plaza the software version for each of the components which make up the particular system being monitored. If the MMS detects that one of the lanes has an incorrect version of the component, it is flagged by being highlighted red in the tool.

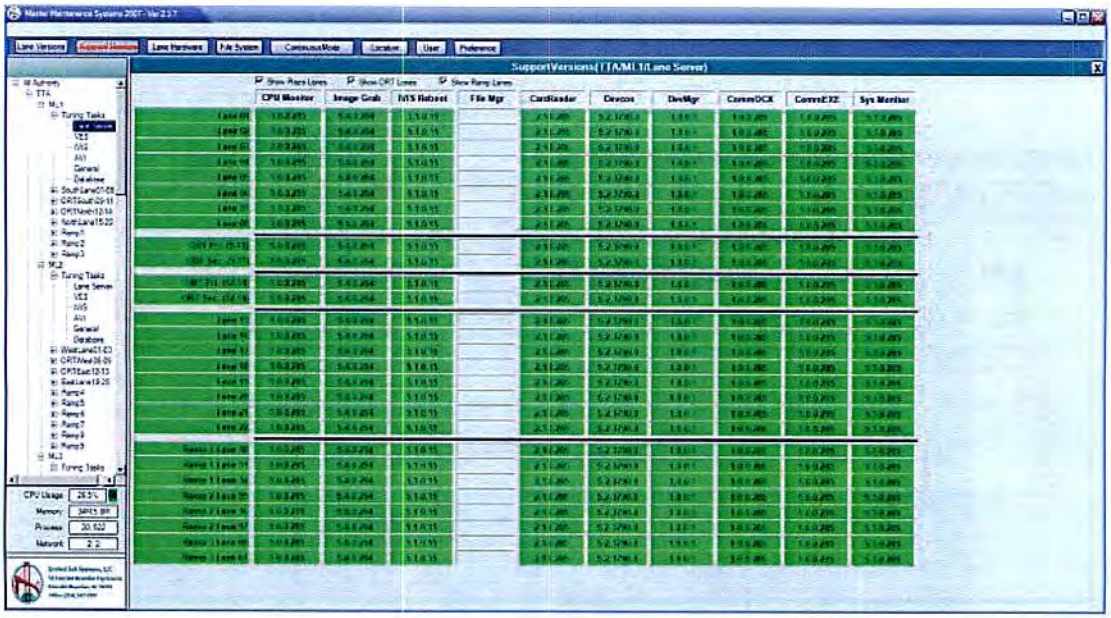


Figure 29. Lane Server Software Version Interface Sample Screen

The MMS also allows analysts to see the quality of signals coming from the IVIS systems and match that with a live video feed from the DVAS camera system. The analyst can verify that IVIS sensors respond properly as vehicles pass over. This allows detection of potential signal problems before they result in failures or inaccurate results.

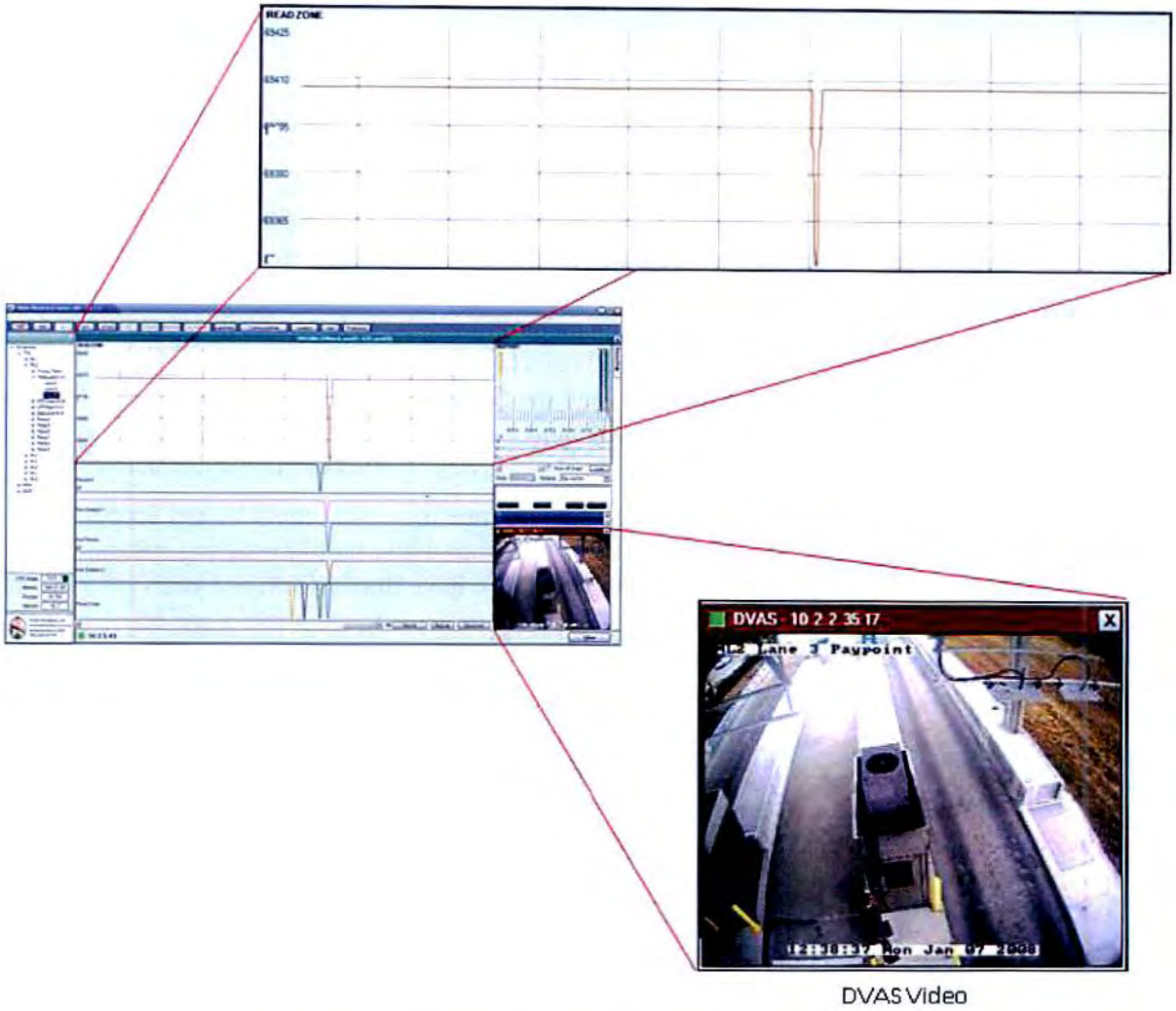


Figure 30. Signal Quality Matched with Live Video Feed Example

4| MANAGEMENT PLAN FOR THE PROJECT

4.1 Introduction

TransCore has a long history of successfully executing projects within the toll industry. Through many years of experience and adherence to the methods promoted by the Project Management Institute (PMI), we have developed a methodology that has proven effective in measuring progress, anticipating problems, reacting quickly to changes in the requirements, and maintaining schedule integrity. TransCore's project management philosophy is based on the globally recognized practices and methodologies of the Project Management Body of Knowledge (PMBOK), the Project Management Institute, and the five interlinked process groups – initiating, planning, executing, monitoring and controlling, and closing. Our project management procedures provide both the discipline and control necessary for successful project delivery.

We also understand that successful projects go beyond meeting cost, schedule, and scope requirements. They meet business and customer objectives while building lasting customer relationships and maintaining high ethical standards. We have drawn from our years of experience in the successful management of toll system projects to assemble a project management approach that meets the needs of this initiative. This includes:

- **Best Possible Staff.** We have carefully chosen experienced and creative individuals as project team members, with skill sets that complement each other. Many of our project team members have direct knowledge of your system.
- **Trained and Experienced.** The principal-in-charge and the project mamanger assigned to this project are certified PMI project management professionals. Other proposed team members have attended TransCore-specific project management training and are familiar with our project management process.
- **Project Management Office.** The director of TransCore's PMO is a certified PMI project management professional. The PMO office's established vision is "Excellence in management and delivery of projects, consistently providing innovative solutions that meet our clients' expectations, on time and within budget." With this vision and our established project management practices and methodologies, the PMO will support the project management team and ensure this project is a success.
- **The Right Tools for the Job.** Our project managers are supported internally by a variety of project management tools, including Cognos Web Reports and Costpoint for all purchasing and accounting needs, Deltek time keeping solutions, Primavera P6, and Microsoft Project scheduling tools, Dimensions and SVN for software version management, Hewlett Packard Quality Center tool for tracking software changes, Microsoft SharePoint for documentation sharing and repository, and TransCore's Project Management SharePoint online library for guidance, instructions, and templates.
- **Project Strongly Supported by our Executive Management.** The project management team will be empowered and supported to get the work done. Senior executives will be available to the project manager for consultation and support

- **Successful Project Delivery is a Team Effort.** While the project manager is ultimately responsible for the management of the project, all the team members have a role in successful project delivery. The appropriate team members will be included in project planning and decision-making activities.
- **Continued Partnership.** TransCore and the County benefit from the successful completion of this project. We will continue to advance the relationship to help ensure this success.
- **Communicate, Communicate, Communicate.** We will communicate at all levels – both formally and informally – with the County, with your consultants, our vendors and subcontractors, and within the project team. We will work closely with the County on a regular basis.

4.2 Personnel

A proven project team has been assembled, committed, and properly structured to ensure successful on-time delivery. To that end, TransCore has selected and assigned key team members based on their extensive previous work on toll projects that incorporate many of the same elements of the Bob Sikes Bridge toll plaza project. The advantages of this proposed organizational structure are as follows:

- The County will have one primary point of contact – the project manager – who will ensure clear communication of goals, requirements, status, and progress. Each of the key personnel is committed to this project at their required level.
- All team members are responsible for a predefined scope of work in their specific area of expertise.

The table below provides a list of the key positions/personnel. This group of talented individuals will provide leadership for the overall project team.

Table 4-1: Key Personnel (Note: This table will be finalized during the mobilization period and updated throughout the contract period)

Title	Resource
Key Personnel	
Principal-In-Charge	Jim Wilson
Project Manager	Rodrigo De Paula
Design, Network, and Training Manager	Tirupala Jakka
Software Manager	Jared Lapsley
Commissioning Manager	Ziad Alegi
Installation Manager	Miles Treschan
Lead Maintenance Technician	Valarian Couch
Product Team Support	Venta Cotton

4.3 Changes in Personnel

If a need to change key personnel arises for any reason during the contract period, TransCore will gain approval and permission from the County. We understand that the County reserves the right to require a replacement of key personnel, and shall require TransCore to replace any key personnel designated for the project, but no longer available with persons of similar technical qualifications and expertise. The County will have the opportunity to interview any personnel under consideration for filling a key personnel role. TransCore will provide a resume at least three days prior to any scheduled interviews. If at any time during the project the County determines that any of the key personnel should be removed from the project team, TransCore will immediately remove the individuals from the Contract and replace him/her with a suitable individual within 30 days.

4.4 Subcontractors

TransCore will partner with a number of subcontractors to provide expertise in several areas, such as MOT and loop cutting. We will ensure that any subcontractors providing portions of the services under the Contract shall meet all project delivery requirements and provide the same level of service as we expect from our TransCore resources. TransCore's PM will be the County's primary for point of contact for any and all work completed under this contract, including work completed by subcontractors. TransCore will be solely responsible and accountable for the completion of all subcontracted work. We understand that the County reserves the right to require the removal of any subcontractor employees deemed as unsatisfactory by the County.

4.5 Communication Management

Communication is essential to the successful outcome of any project. TransCore's primary objective is to keep the County informed about the developments that impact the project. Internally, TransCore promotes open communication between the team members and the project manager. The following subsections describe the types of communications that will be used to communicate internally and externally.

The County will have one primary point of contact – the project manager (PM) – who will ensure clear communication of project goals, requirements, status, and progress. The PM is responsible for all TransCore project correspondence sent to the County. In return, all County project correspondence is to be forwarded to the PM.

4.5.1 Key Team Members, Contact Information

This table will be completed during the Mobilization period. Key team members for both TransCore, the County, and its consultants will be included.

Table 4-2:Sample Key Personnel Table

Name	Organization	Role on Project	Location	Phone	Email

4.5.2 Informal Communication

E-mails and other forms of information communication are an integral part of getting work done on a project. The following guidance shall be followed.

E-mail

Both the TransCore PM and the County PM must be cc'd on any email communications between the two organizations. A formal communication must be issued for any communications resulting from an e-mail correspondence regarding project decisions or sharing of important project information.

Other Information Communications

Phone calls, text messages, instant messages, and other forms of communication will be used for informal communications and discussions only. A formal communication must be issued for any project decisions or sharing of important project information.

Formal Communication

The PM is responsible for all formal TransCore project correspondence sent to the County. In return, all the County project correspondence is to be forwarded to the TransCore PM.

4.5.3 General Meeting Guidelines

Meeting Logistics

TransCore representatives will facilitate all project meetings unless other directed by the County PM. Tools such as video and phone conferencing will be utilized. Appropriate personnel with the appropriate decision-making authority will be available in meetings.

TransCore will assign a meeting facilitator and scribe for every meeting. The meeting facilitator will strive to complete all meetings within the scheduled time frames. Meeting agendas will be followed. Any topics or issues that are raised within a meeting that are not included on the agenda will be tabled for future discussion to ensure that the appropriate people are in attendance and to ensure that the original agenda topics are covered.

Meeting Agendas

Meeting agendas will be provided at least two days prior to any scheduled meetings. Location, conference phone numbers, and/or meeting website information will be included with each agenda.

Meeting Minutes

TransCore is responsible for distributing draft meeting minutes within two business days after a meeting. The final version of the minutes must be distributed within two days of receiving comments from the County.

All key discussion topics, decisions, and action items will be documented for every meeting.

Program Kickoff Meeting

TransCore will schedule a project kickoff meeting at a location chosen by the County during the mobilization period. TransCore's key team members will be attendance at this meeting. This will be a communication and coordination meeting to ensure everyone is familiar with the details of the project and the people working on the project.

The agenda for the kickoff meeting is as follows:

- Program introduction
- Program overview
- Project schedule
- Review of possible project risks
- Team roles and responsibilities
- Program management plan (i.e., standards, tools, processes, deliverable acceptance criteria, scope change control process, and project reporting)
- Questions and answers

Project Progress Meetings

TransCore will discuss the program status via teleconference or face-to-face meetings with the County at least once per month. The purpose of these meetings will be to allow the County to monitor progress, discuss design issues, and plan in conjunction with TransCore for system installation, test, and start up of live operations.

The PM will summarize current activities, discuss concerns, report on milestones, evaluate future technical and financial requirements, and obtain feedback from the County. The risk, issue, action item, and deliverable logs will be reviewed at each meeting. In addition, a three-week look-ahead schedule of upcoming project activities will be shared and discussed.

Note: If there is a problem that occurs within the reporting period worthy of immediate discussion, the TransCore PM will raise this issue to the County prior to the meeting or request an immediate meeting. We recognize that problem issues need to be resolved as quickly as possible and will not delay actions until the next scheduled meetings.

Ad Hoc Meetings

The need for ad hoc meetings frequently arises during the lifecycle of a project. Meeting minutes will be created and shared for any ad hoc meetings for this project. A brief summary of these meetings will be shared at the next schedule project progress meeting.

Team Meetings

The leadership team will meet on a regular basis to review project status, issues, risks, and to plan to upcoming activities. Team leads will meet with their teams to review assignments issues and barriers. The frequency of these meetings will differ depending on the project timeline.

4.5.4 Status Reports

Monthly Progress Reports

TransCore will prepare and submit monthly progress reports on the status of all previously agreed upon milestone dates, other major items and activities, and the payment schedule.

The monthly progress report will be submitted at least two business days prior to the meeting for the County review. The monthly progress report shall include:

- Updated Project Schedule
- Any anticipated delays on future milestone dates
- Schedule of vacations and holidays for key personnel monthly to the County
- Plans for subsequent reporting periods, and other significant events or issues that occur during this reporting period
- Installation record book (once installations have begun)

4.6 Schedule Management

The Project Schedule is one of the most critical components of the PMP. Information gleaned from the schedule will impact all other aspects of the project delivery, such as invoicing, task assignments, stakeholder communications, team communications, procurement timing, risk impact assessment, etc. A Preliminary Project Schedule is provided in Section 3 of this proposal.

MS Project will be utilized as scheduling tool for this project.

The Project Schedule will be updated regularly. Updates will be provided to the County once per month during the design phase and bi-weekly during the installation phase. If mid-cycle updates are requested, TransCore will provide the update within three days.

Upon acceptance by the County, the Project Schedule will become the approved Project Schedule. Each month, TransCore will provide the Project Schedule in a comparative format, and it will show the actual progress and anticipated dates for completion of remaining tasks or events. Changes reported in the Project Schedule will become part of the approved Project Schedule only by written approval of the County program manager.

TransCore's project management process emphasizes early and comprehensive planning with a focus on system design and customer approvals, project schedules, deliverables, and due dates. To ensure proper control of the Project Schedule during the control phase of the project, planning and scheduling activities carried out in the planning phase will have the following objectives:

- Ensure that each individual understands the plans and schedules for the assigned work
- Clearly identify time relationships, resource constraints, and interfaces of the various project activities, milestones, and contractual objectives
- Provide the means to integrate the scheduling process with the scope of work definition and budgeting process
- Monitor and control performance with respect to scheduled performance, and analyze the impact of delays and cost alternatives
- Develop and control a schedule base, which facilitates the assessment of work progress in terms of project milestones, work completed, % of in-progress activities, and visibility to future project activities
- Identify the start and end times for each activity, as well as resource assignments, critical path assessment, and amount of slack or float time

The Project Schedule will be updated and statused at least bi-weekly internally.

The Project Schedule update process is detailed and thorough with a focus on:

- Actual start and finish dates
- Actual team progress
- Revised planned start and finish dates
- Remaining durations
- External constraints
- Revised sequencing of work
- Comparison to the baseline plan
- Critical path review including changes in float on non-critical tasks
- Schedule risks

TransCore's scheduling approach is realistic: we understand that not all projects proceed as planned. Regular schedule updates are critical for identifying potential scheduling impacts. Issues are identified and schedule mitigation is discussed. Special attention is paid to the critical path. To mitigate scheduling issues, activity sequencing, duration, and resources are reviewed and revised.

4.7 Scope Management

Scope management means constantly checking to ensure the project team is completing all required work and not working on items outside the defined requirements until such items have been approved by all parties. Regular status updates and meetings with all team members where clear expectations are set will be the primary to tool to ensure that the correct work is being done at the correct time.

Scope control includes scope verification, the process of formalizing acceptance of the project scope by the stakeholders. Scope verification may include any of the following actions:

- Review work products and results to ensure that all are completed correctly and satisfactorily
- Conduct inspections, reviews, and audits
- Determine whether results conform to requirements (i.e., formal and informal testing)
- Determine if work packages/products are correctly completed
- Document completion of deliverables
- Gain formal signoff from stakeholders
- Adhere to a strict scope management process

4.8 Change Management

Change is to be expected; unmanaged change can cause significant project issues. Any changes to the project scope shall be communicated through TransCore's project manager and through the County's project manager. Directly requesting changes to personnel other than the project managers is strongly not recommended and can be detrimental to the overall project schedule and success. Any changes being proposed by TransCore will first be submitted to the County for review and approval prior to any work being spent on a particular change. Additional scope items proposed by the County can certainly be entertained and shall go through the normal Change Order or Supplemental Addition to the contract per the County's process and procedures.

4.9 Issue and Conflict Resolution

TransCore will maintain an Issue Tracking Log throughout the Contract period. All issues will be documented and tracked.

All issues will be directed to the project managers (County and TransCore). For issues in the field during installation, the deputy system installation project manager is the first level of contact for field related issues.

If the issues cannot be resolved at this level, they will be escalated to the next level per the escalation process. Each level has a maximum of three working days to address the issue.

4.9.1 TransCore's Escalation Process

Table 4-3: Escalation Process Tables

Note: This table will be finalized during the mobilization period and updated throughout the contract period.

Level	Name, Title
1	Rodrigo De Paula, project manager
2	Jim Wilson, principal-in-charge

4.9.2 TransCore's Escalation Process for Field Issues

Level	Name, Title
1	Miles Treschan, installation manager
2	Rodrigo De Paula, project manager
3	Jim Wilson, principal-in-charge

4.10 Risk Management

According to the Program Management Institute, "Project risk is an uncertain event or condition that, if it occurs, has a positive or a negative effect on a project objective."

Risk identification begins early in a project but continues throughout the life of the project. Risk identification will be on the agenda as a topic for discussion during each project review meeting. Input to the risk identification from County personnel is also an important ingredient to ensure all potential risks are identified.

Once risks are identified, they are then quantified by probability of occurrence, impact on the schedule, and the cost associated with working around risks, should they occur.

A key component of TransCore's Risk Management Plan is risk response planning, which is the process of developing options and determining actions to enhance opportunities and reduce threats to the project's objectives. It includes the identification and assignment of individuals or parties to take responsibility for each agreed risk response. For each of the risks identified by the project team, an individual will be assigned to monitor the risk and develop a strategy for mitigating it. These strategies may take one of the following forms:

- **Avoidance** – Changing the Program Plan to eliminate the risk or condition
- **Transference** – Seeking to shift the consequence of a risk to a third party together with the ownership of the response
- **Mitigation** – Seeking to reduce the probability and/or consequences of an adverse event so that it reaches an acceptable threshold
- **Acceptance** – Deciding not to change the Program Plan, but rather to adopt a contingency plan to deal with the risk if it occurs

Throughout the project life, the project team will monitor and control risks, as well as continuously seek input from the County. The purpose of risk monitoring and control is to determine whether:

- Risk responses have been implemented as planned
- Risk response actions have had the desired result
- Assumptions about risk are still accurate/valid
- Any new risks have occurred or arisen that were not previously identified

Outputs that can result from risk monitoring and control include the following:

- Workaround plans
- Corrective actions
- Program change requests
- Updates to the Risk Response Plan
- Updates to risk identification checklists

A Risk Log will be used to track all risks and their associated details. This log will be provided as part of the Monthly Progress Report and reviewed at all project progress meetings. The information below will be tracked for each Risk.

Risk Identification				Quantitative Rating			Mitigation Planning		Tracking		
Risk	Risk Description	Risk Owner	In QRA	Probability Score 1- 10 (1 lowest	Impact Score 1- 10 (1 lowe	Risk Score Probability x Impac	Mitigation Plan	Trigger	Date Risk Occurred or Closed	Actual Impact	Comments
1						0					
2						0					

4.11 Cost Management

TransCore uses Deltek's Costpoint application to track all the financial aspects of our projects. This includes project resource time tracking, vendor purchase orders invoices and payments, subcontractor payments, and invoices to the County.

4.11.1 Invoicing

TransCore will submit monthly electronically generated invoices to the County. The process to be followed for invoicing will be determined during the mobilization period.

4.11.2 Payment to Subcontractors

TransCore will submit with each invoice, except the first invoice, a certification that the subcontractors, laborers, and materials suppliers having an interest in the phase to which the invoice applies have been sent their pro-rata shares of previous payments received by the TransCore for all work completed and materials furnished in the previous period for the Phase.

4.12 Procurement Management

One of TransCore's team members will be assigned as the procurement manager for this project. This person will be responsible for tracking all project procurements and working closely with

TransCore's team of experience procurement specialist to ensure that the right products are available at the right time at the right location.

The procurement manager will be part of the team that meets regularly to review the project schedule to ensure that procurement needs, issues, concerns that impact scheduling can be addressed.

4.13 Stakeholder Management

Good planning provides a solid foundation for project communications. Stakeholder planning starts with identifying the project stakeholders. As part of the planning process, an evaluation is completed for each of the identified stakeholder to understand their needs and the potential impact on the project. A strategy is then developed that includes the approach, medium, timing, priority and responsibility for each communication. All this information is then documented in the Stakeholder Management Plan, which will be a simple Excel worksheet that lists each stakeholder, their communication needs, the planned approach and actions taken.

During project execution, this plan will be monitored and reviewed regularly to ensure that it remains current and active. Often, as a project progresses, additional stakeholders are identified that need to be added, and sometimes, planned communication strategies have to be adjusted to be more effective.

Stakeholder management is not something that is done in a vacuum. The Stakeholder Management Plan is part of the overall project management toolset and is an input to many processes throughout the project. For example, communication with and reducing the impact to residents and the traveling public will be considered when building the Project Schedule and when preparing the overall requirements and design for the solution. Building this in from the start of the project will ensure that steps to minimize impacts will be considered from the beginning and engineered into the solution rather than addressed as an afterthought when implementation begins.

4.14 Project Closure

All final system documentation will be submitted as part of the project closure process. This includes:

- Final System Design Documentation
- Manuals – User, Operations, Maintenance,
- Final Software Documentation
- Final Hardware Documentation
- All "As-Built" Documentation.
- System Configuration Settings
- All Test Documents
- Spare Parts Inventory Documentation

- Maintenance Plan
- Warranty Documentation
- Certificate of Final Payment to Subcontractors, Suppliers and Vendors
- Release of Liens

5| EXPERIENCE AND QUALIFICATIONS

Below is the organizational chart of the project personnel assigned to accomplish the Bob Sikes Bridge Toll System Upgrade project scope.

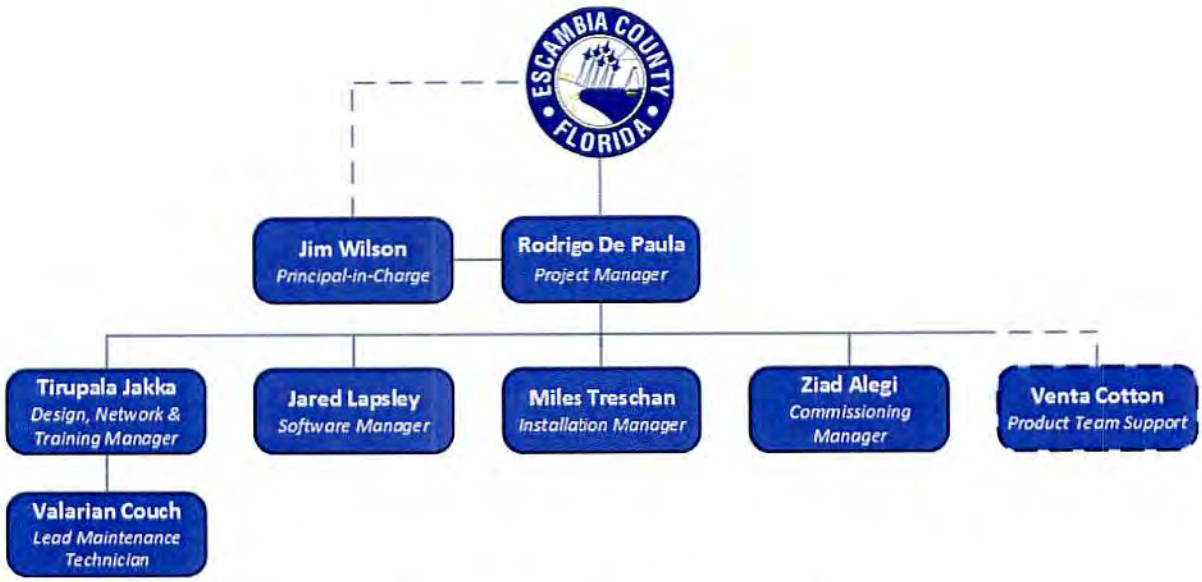


Figure 31. Project Organization Chart

We possess a history of successfully executing countless toll collection projects. Through many years of experience, TransCore has developed a methodology that has proven effective in measuring progress, anticipating problems, reacting quickly to changes in the requirements, and maintaining schedule integrity.

Project management is a vital ingredient to the success of any project. We have assembled a project team that possesses a strong combination of personal and technical skill sets and a wealth of experience with similar toll projects in the State of Florida. The team is a cross-functional organization comprised of engineers, designers, developers, and managers.

In addition to this dedicated workforce, TransCore has employees located throughout the country that from time to time may lend their expert knowledge and work on this project. When you hire TransCore, you don't just hire the staff working directly on the project, but an organization with decades of experience solving the issues that challenge our industry. Many of these company resources have a history of working with several Florida toll agencies and are familiar with the Florida toll system. In fact, TransCore has staff who have contributed to and provided review of the original IFS (Interface Specification Document) document that is the foundation for toll interoperability in the state.

Below are brief descriptions of the personnel proposed for the project. Resumes are included in Appendix A of our proposal.

Project Principal – Jim Wilson, PMP

Mr. Wilson will be responsible for delivering all aspects of this Contract. He is adept at managing multi-disciplinary teams across multiple project platforms, working to find compromise solutions to achieve common goals. As TransCore's senior vice president responsible for the toll systems projects in Florida, Jim has 20 years of experience in toll collection systems, operations management, customer service centers, and project management.

Project Manager – Rodrigo De Paula, P.E., PMP

Under your direction, our project manager Rodrigo De Paula will be responsible for managing the day-to-day project operations and will be your primary point of contact. He has over 12 years of experience managing projects of different industries, sizes, and complexity levels. More specific to the tolling industry, he has been involved in projects totaling over 200 plazas and 600 lanes. Managing cross-functional teams delivering tolling solutions has been his duty for the last 10 years when he worked as a general engineering consultant representing Florida's Turnpike Enterprise. Mr. De Paula now serves as a program manager for the company's tolling and ITS business segments where he currently supports ongoing and future company programs.

Design, Network, & Training Manager – Tirupala "Tiru" Jakka

Mr. Jakka has more than 17 years of experience in the IT industry as an Infrastructure & Database Manager. "Tiru" Jakka will be responsible for making sure our current roadside tolling system and customer account management system are properly deployed and integrated. He will also be responsible for network design and implementation in coordination with County IT staff. He manages staff, such as Jerry Suski and Bill Chambers, who are familiar with how your current plaza is set-up and that will help expedite the design, installation, and integration processes as well as quickly identify items for possible re-use.

Software Manager – Jared Lapsley

Mr. Lapsley is a software engineer with more than 12 years of professional software development experience who is also familiar with the current set-up of your plaza. He will be mainly responsible for designing, implementing, testing, and deploying roadside toll, automatic vehicle identification (AVI)/radio frequency identification (RFID), plaza application, and customer account management systems. Jared Lapsley will also be responsible for maintenance activities, primarily on the customer account management system, as needed.

Product Team Support - Venta Cotton

Ms. Cotton has 23 years of software and systems development experience, with the past 6 years focused on the toll industry. With expertise in software development and technical solutions architecture, database modeling and management, Web-based application development, e-commerce, membership modeling, and implementation, she has served as the technical lead for

the software development team for the ***Infinity***∞ Toll Management Console (TMC), the next-generation TransCore Toll Management System. She will be responsible for providing as-needed support to Mr. Jakka and Mr. Lapsley.

Installation Manager – Miles Treschan

Miles Treschan provides management and supervision of technical personnel responsible for the installation and maintenance of the toll revenue collection system. His duties will include interfacing with customer management and technical staff, managing inventories of materials and special equipment procurements, evaluation of technical issues, and technical support for system cutovers. Mr. Treschan has 20 years of experience in installation, maintenance, testing, and debugging of advanced toll revenue collection systems, primarily in the State of Florida.

Lead Maintenance Supervisor – Valarian Couch

Mr. Couch will be the primary person responsible for onsite preventive and corrective maintenance. Mr. Couch is a System Administrator for TransCore serving as the Network Administrator for the Pensacola TMC. He located within minutes of the Bob Sikes Bridge Toll Plaza and will be the primary person responsible for onsite preventive and corrective maintenance. He will have the support of TransCore's Maintenance Management Center (MMC), which will handle monitoring of the system remotely. Mr. Couch has accumulated over 8 years of experience in system and network management including hands-on knowledge of many servers, routers, switches, wireless devices, software and coding languages.

APPENDIX A | RESUMES

TransCore has assembled a strong, customer-centric, project team responsible for delivering Bob Sikes Bridge Toll System Upgrade Project. The staff we have proposed for this project bring experience deploying similar solutions for toll systems, giving them a detailed working knowledge of our hardware and software solution and how best to design, install, integrate, test, operate, and maintain for this project.

We have provided resumes for the following staff beginning on the following page.

- Jim Wilson, PMP, Principal-in-Charge
- Rodrigo De Paula, P.E., PMP, Project Manager
- Tirupala Jakka, Design, Network, and Training Manager
- Jared Lapsley, Deputy System Design and Software Manager
- Miles Treschan, Installation Manager
- Ziad Alegi, Quality Assurance/Quality Control Manager
- Valarian Couch, Lead Maintenance Technician
- Venta Cotton, Product Team Support

Jim Wilson, PMP

Principal-in-Charge

Years Industry Experience: 20

Years at TransCore: 20

Education

M.S., Project Management, University of Wisconsin – Platteville

B.S., Technical Management, DeVry University Online, Chicago, IL

Associates Applied Science Electronic Engineering Degree, South Suburban College, South Holland, IL

Professional Registrations or Certifications

Project Management Professional Certification (PMP), PMI Institute, Newton Square, PA (PMP# 515073)

Relevant Project Experience

- *Ohio Turnpike Commission for the E-ZPass Toll Collection and Customer Service Center (CSC) systems*
- *West Virginia Parkway Authority Toll Collection System TCS)*
- *Indiana Department of Transportation Wabash River Toll Bridge*

Meets Required Criteria?

Mr. Wilson currently serves as the southeast regional manager for the toll systems business segment and has Profit & Loss (P&L) and customer relationship responsibilities for all work with Florida's Turnpike Enterprise, Central Florida Expressway Authority, Miami Dade Expressway, Tampa-Hillsborough Expressway Authority, and others. Prior to his current role, Mr. Wilson served as the midwest regional manager for both toll and traffic systems business segments. He oversaw various projects and operations in 13 states, including contracts with the Ohio Turnpike Commission for the E-ZPass Toll Collection and Customer Service Center systems, the West Virginia Parkway Authority Toll Collection System, and Indiana Department of Transportation Wabash Toll Bridge.

- **Ohio Turnpike Commission.** This project included the replacement of equipment for 97 entry lanes, 132 exit lanes, and 20 automatic toll payment machines. TransCore replaced the OTC's legacy system and installed readers and antennas to allow for ETC transactions – specifically E-ZPass tags – as well as opened a CSC.
- **West Virginia Parkways Authority** project included replacement of 42 mixed mode lanes, 4 plaza sites, the customer service center and violations processing back office systems, a disaster recovery system, and new customer friendly Web site.
- **Indiana Department of Transportation** project called for the design, build, operation, and maintenance of two ETC lanes on Wabash River Toll Bridge, including a remote customer service center operation. The *Infinity* system and CSC were operational within four months of contract signing.

In addition to the aforementioned projects, Mr. Wilson had P & L responsibility for over $13M in toll and $5M in intelligent traffic systems projects in 2012. Mr. Wilson also implemented TransCore's Project Management Office, which oversees TransCore's project management methodologies, tools, training, policies, and procedures. In 2009, Mr. Wilson started this company initiative, which included the training of over 80 project managers and team members, the creation of the Process Asset Library, and the construction of the Project Reference Library.

Prior to his Midwest assignment, Mr. Wilson served as the acting general manager in Dubai, UAE, overseeing ITS business development and an open road tolling and CSC program. Salik is the first project in the region to introduce ORT as a traffic management solution. It is a free

flow tolling system operating at highway speeds with no plazas, gates, or other impediments to traffic flow. Salik also features the world's widest free flow tolling zone at 40.3 meters (132 feet), spanning 7 ORT lanes in a single direction. At this turnkey, all electronic tolling project, TransCore had responsibility for the system, including gantry design, fabrication, and installation, as well as implementation, operations (six years), and maintenance (five years). Design to implementation phases were completed ahead of schedule – in 12 months – allowing for setup of operations and distribution of tags ahead of time.

Prior to his time in the Middle East, he served as vice president of operations for the Puerto Rico Highways and Transportation Authority's electronic toll collection system. TransCore developed and operates the AutoExpreso customer service and violation processing center. The AutoExpreso program supports a 200-seat call center, a walk-in service center staffed with 20 CSRs, and 26 in-lane replenishment (ILR) lanes, which allow patrons to purchase or replenish their AutoExpreso accounts without ever leaving their vehicles. The project included the design and integration of a toll collection system. In 2010, the required system accuracy was 92%, but actual accuracy was 99.95%. Mr. Wilson oversaw the integration of the ETC lanes and plazas, as well as the CSC. He was responsible for $17M contract delivery and $12M annual operations, and has successfully delivered 11 plazas and 52 lanes for the AutoExpreso program. Mr. Wilson also designed and delivered the first ILR unit.

Mr. Wilson was also the project manager for the Chicago Skyway Toll Collection System, where he was responsible for numerous system upgrades and contract deliverables and secured a $250,000 maintenance contract extension.

Before acting as TransCore's project manager, Mr. Wilson has held positions as installation manager for Puerto Rico, maintenance manager for both Puerto Rico and the Illinois Tollway Authority, field engineer, CRC senior technician, and various other field technician positions.

Mr. Wilson currently serves at the chair of the operations committee for the International Bridge, Tunnel, and Turnpike Association and is a graduate of both the Operations Academy Senior Management Program (2007) sponsored by the University of Maryland and the I-95 Coalition and IBTTA's Leadership Academy (2009).

Rodrigo De Paula, P.E., PMP

Project Manager

Years Industry Experience: 12

Years at TransCore: less than 1

Education

M.S., Industrial Engineering (Engineering Management Track), University of Central Florida - Orlando, FL

B.S., Civil Engineering, Faculdade de Engenharia Industrial - Sao Paulo, Brazil

Professional Registrations or Certifications

Professional Engineer License (PE), Florida Board of Professional Engineers, Tallahassee, FL (PE# 68222)

Project Management Professional Certification (PMP), PMI Institute, Newton Square, PA (PMP# 1443928)

Relevant Project Experience

- *Various Florida's Turnpike Enterprise Toll System Projects*

Meets Required Criteria?

Yes,
4 Exceeds criteria

Mr. De Paula serves as a program manager for the company's toll systems and ITS business segments where he currently provides support to ongoing and future company programs. Prior to recently joining TransCore, Mr. De Paula worked as toll facilities/systems project manager in the General Engineering Consultant (GEC) program for Florida's Turnpike Enterprise (FTE) where he was co-responsible for leading the toll facility/system engineering consultant group in delivering the tolling scope of FTE projects statewide. During his tenure as an FTE consultant, Mr. De Paula played key roles in high profile tolling projects for the State of Florida totaling over 200 plazas and 600 lanes.

- **Florida's Turnpike Enterprise.** Various tolling projects while as a consultant for FTE for the last 10 years. Projects included an enterprise-wide toll system upgrade, various plaza/lane system upgrades (including TransCore's Infinity systems), a back office system, all electronic conversions, open road tolling conversions, and express lanes. Project responsibility levels varied from project to project while it involved all phases required to deliver fully operational toll facilities/systems from engineering design to back office operations and maintenance. Many projects required interfacing with a diverse group of stakeholders such as executive management, engineering consultants, technology vendors, construction contractors, toll plaza personnel, and maintenance crews. Relevant projects and scope included (varying levels of involvement):
  - ***Toll System Replacement (TSR) Project, System-wide, FL:*** Enterprise-wide toll system upgrade. Scope included replacing the back office host system and roadside (plaza/lane) systems in the majority of FTE's toll plazas.
  - ***I-595 Reversible Express Lanes, Broward County, FL:*** Project scope included toll system installation/integration/testing, integration with external party roadway reversal system, and back-office integration with external party pricing system. It required extensive coordination with internal (back office, CSC) and external stakeholders (D4, Concessionaire) in order to successfully deliver the project scope.
  - ***Open Road Tolling (ORT) Conversions, System-wide, FL:*** In addition to creating high speed lanes typically within the center of the plaza envelope, ORT conversion projects

many times also included system upgrade of the remaining mixed mode lanes that handle cash transactions. ORT projects also involved testing and integration with the back office. ORT project involvement totaled 29 plazas and 111 lanes.

- ***All Electronic Tolling (AET) Conversions:*** Similarly to ORT projects, AET projects also create high speed lanes within the plaza envelope while orderly removing all mixed mode lanes and consequently the cash payment option at the lane. Mixed mode lanes are orderly removed in close coordination with the back office to ensure all transactions are accounted for. AET project involvement totaled 98 plazas and 193 lanes.

Years Industry Experience: 20

Years at TransCore: 14

Education

P.G in Computer Applications-Hyderabad,India

B.S., Nagarjuna University, India

VMWare (ESX)-SanDiego

Hyper-V Virtual Architecture-San Diego

Windows Server Managing and Maintenance. PA

Management Principles & Practices- UCSD, CA

Professional Registrations or Certifications

Business Professional Programmer (D.O.E.A.C.C-New Delhi, India)

Relevant Project Experience

- *FTE, MDC, Bay Harbor Islds, and MDX*
- *Delaware Department of Transportation-CSC*
- *Ohio Turnpike Commission for the E-ZPass (CSC) systems*
- *Concession A25-Montreal*
- *West Virginia Parkway Authority Toll Collection*
- *Indiana Department of Transportation Wabash River Toll Bridge*

Meets Required Criteria?

Yes,
4 Exceeds criteria

Tirupala Jakka

Design, Network, and Training Manager

Mr. Jakka is a senior Infrastructure Manager with expertise in deploying various toll systems and supporting large scale complex data center infrastructure with a team of network, database and system administrators.

Mr. Jakka has over 20 years of experience in Data Center Virtualization, High Availability & Virtual Architecture Design, Disaster Recovery Site Requirements Analysis, Enterprise Backup Strategies, PCI Implementation, Log Harvesting, Alert Monitoring setup, Windows Servers environment and Patch Management.

Throughout the years at TransCore, Mr. Jakka deployed toll projects of Infinity Installations FTE, Miami Dade Causeways (MDC), Bay Harbor Islands (BHI), Miami-Dade Expressway (MDX), and Customer Service Centers (CAMS) infrastructure across the country; including Jordan Bridge-VA, WVDOT, DelDOT, Concession A25(Montreal), and VDOT.

Experience

- **Bay Harbor Islands**
  - Designed the Virtual Architecture with high availability of Infinity Toll Systems
  - Deployed the infrastructure including network, hardware & cluster storage
  - Configured Infinity Toll Plaza software
  - Implemented alerts monitoring setup, backup solution, and Patch Management
- **Miami-Dade Causeways**
  - Deployed Plaza/Lane system infrastructure with High Availability Virtual Architecture
  - Deployed back office Customer Account Management (CAMS) Architecture
  - Implemented Enterprise Backup solution, alerts monitoring, and Patch Management
- **Miami-Dade Expressway**
  - Provide the solution for Plaza/Lane systems integration with existing Host/back office environment.
  - Deployed multiple Plaza Infrastructure with High

- Availability Virtual Architecture

► **Florida's Turnpike Enterprise**
- Provided solution for Central Plaza Toll host environment with failover architecture to the Disaster Recovery Site
- Deployed multiple plazas to the Central Plaza Toll host infrastructure
- Integrated the Toll Rates with FTE master schedule
- Implemented Enterprise Backup solution, Path Management, security matrix requirements, log harvesting and alert monitoring

► **Concession A25-Montreal**
- Designed back office Customer Account Management System (CAMS) Virtual Architecture with Disaster Recovery solution
- Deployed CAMS infrastructure with failover mechanism to DR Site
- Implemented PCI requirements with Level 3 including vulnerability scanning and provided the self assessment questionnaire
- Deployed the customer web portal with 24/7 availability using Barracuda load balancers for high performance
- Implemented log harvesting as part of the PCI requirements, Alerts Monitoring
- Provided enterprise backup solution with offsite retention policies.

► **Jordan Bridge-VA**
- Designed the TransCore Host-Tenant Architecture for hosting multiple projects of various states toll solutions at Houston Data Center Facility
- Deployed CAMS infrastructure to Host Jordan Bridge back office including IVR
- Implemented PCI requirements with Level 3 including vulnerability scanning and provided the self assessment questionnaire
- Deployed the customer web portal with 24/7 availability using Barracuda load balancers for high performance
- Implemented log harvesting as part of the PCI requirements, Alerts Monitoring

► **Delaware Dept.of Transportation (DelDOT)**
- Deployed the customer Service Center back office solution with high availability using Hyper-V Virtual Architecture.
- Provided DR site solution with a planned manual failover process and deployed.
- Implemented PCI requirements with Level 3 including vulnerability scanning and provided the self assessment questionnaire
- Implemented log harvesting as part of the PCI requirements, Alerts Monitoring
- Provided enterprise backup solution with offsite retention policies

- **West Virginia Parkway Authority Toll Collection System**
  - Designed back office Customer Account Management System (CAMS) Virtual Architecture with Disaster Recovery solution
  - Implemented PCI requirements with Level 3 including vulnerability scanning and provided the self assessment questionnaire
  - Implemented log harvesting as part of the PCI requirements, Alerts Monitoring
  - Provided enterprise backup solution with offsite retention policies

Miles Treschan

Deputy System Installation Project Manager

Years Industry Experience: 20

Years at TransCore: 22

Education

Miami-Dade Community College, Associates in Electronic Engineering degree

Multiple project management training courses

Project Management Principles, Methodologies, and Applications, PMI

Relevant Project Experience

- *Florida Turnpike Enterprise, Miami-Dade Causeways, Bay Harbor Islands, and Miami-Dade Expressway Infinity installations*
- *FTE Legacy SunPass toll system*
- *OOCE 200+ AVI EPass™ system*
- *Tampa Hillsborough Expressway Authority, including AET solution*

Meets Required Criteria?

Yes,
4 Exceeds criteria

Mr. Treschan provides management and supervision of TransCore technical personnel in the installation and maintenance of advanced toll revenue collection systems on the State of Florida toll roads. His duties include interfacing with customer management and technical staff, managing inventories of materials and special equipment procurements, evaluation of technical issues, and technical support for system cutovers.

Mr. Treschan has more than 20 years of experience in installation, maintenance, testing, and debugging of advanced toll revenue collection systems, primarily in the State of Florida, including the provision of support for the latest *Infinity* installations at FTE, Miami Dade Causeways (MDC), Bay Harbor Islands (BHI) and Miami-Dade Expressway (MDX). He provides training and ongoing installation, maintenance, and support of 400+ lanes of DED, ORT, and AET lanes, with a current staff of 20+ field supervisors and technicians and manages his team in implementing, testing, and deploying in-lane toll, AVI/RFID, plaza application, and violation enforcement systems.

Mr. Treschan's team supports maintenance on 50 lanes for the FTE legacy ORT system. He negotiated with the various subcontractors and managed all the toll system installation. He conducted all the construction inspection as it related to the FTE structures and facilities to support the TransCore toll system. Mr. Treschan attended regular construction meetings with the roadway contractors and FTE to communicate any areas of concern, as well as the progress being made with the tolling system deployment.

Mr. Treschan's VES experience includes the following projects: SunPass, CFX, THEA, and Lee County Department of Transportation. He has worked on the following Florida toll projects/agencies while at TransCore:

- FTE, MDC, BHI and MDX *Infinity* installations
- FTE Legacy SunPass toll system
- CFX 200+ AVI EPass™ system
- Tampa Hillsborough Expressway Authority (THEA) (including their AET solution)
- Lee County Department of Transportation
- Airport and seaport ground transportation management systems

Experience Prior to TransCore

- **Cubic Defense Systems.** Mr. Treschan used his United States Air Force experience at Cubic Defense Systems, where he

operated and maintained the Air Combat Maneuvering Instrumentation System, which used eight ground sites to track the airspeed and maneuvers of as many as eight aircraft, each outfitted with externally mounted pods. The system also tracked simulated missile firings, recording hits and misses, which allowed the combat instructors to review the sorties in the post flight debriefs.

- **United States Air Force,** *integrated avionics technician.* Mr. Treschan was trained as an integrated avionics technician in the United States Air Force. He performed maintenance on the electronic warfare systems of the F-111 aircraft. He performed troubleshooting for malfunctions and inspected, removed, installed, and checked out aviation electronic systems with emphasis on in-depth troubleshooting.

Ziad Alegi

Quality Assurance/Quality Control Manager

Years Industry Experience: 24

Years at TransCore: 1

Education

University Of Central Florida, Bachelor of Science

Relevant Project Experience

- *Bay Harbor Islands, QA/test manager*
- *Miami-Dade County, QA/test manager*
- *Florida Turnpike Enterprise, QA/test manager*

Meets Required Criteria?

Yes,
4 Exceeds criteria

Mr. Alegi is a qualified software test/QA manager with an exceptional track record in managing and testing large and small software test/QA infrastructures systems for diverse setups, as well as hands on technical expertise in the same. He is experienced in multi systems development life cycle (SDLC) and software testing life cycle (STLC) methodologies.

Experience

- **Bay Harbor Islands,** *QA/test manager*
  - Designed, managed, specified test requirements
  - Planned, developed, and executed factory acceptance test, site acceptance test, commissioning test and performance testing for the Infinity electronic tolling solution product
  - Reviewed, tracked and reported defects, recommended solutions, and implemented emergency backup procedures
  - Participated in daily clients meetings, addressing site testing progress, analyzing anomalies, and corrective actions taken
  - Prepared, analyzed and interpreted test metrics reports to determine quality and system release readiness
  - Developed and presented executive management level reports summarizing performance test metrics statistics to determine quality and release readiness
  - Provided technical training and career development for staff members
- **Miami-Dade County,** *QA/test manager*
  - Designed, managed, specified test requirements
  - Planned, developed, and executed site acceptance test, commissioning test and performance testing for the Infinity electronic tolling solution product
  - Reviewed, tracked and reported defects, recommended solutions, and implemented emergency backup procedures
  - Participated in daily clients meetings, addressing site testing progress, analyzing anomalies, and corrective actions taken
  - Prepared, analyzed, and interpreted test metrics reports to determine quality and system release readiness
  - Developed and presented executive management level reports summarizing performance test metrics statistics to determine quality and release readiness
  - Provided technical training and career development for staff

- **Florida Turnpike Enterprise,** *QA/test manager*
  - Designed, managed, specified test requirements
  - Planned, developed and executed commissioning test and performance testing for the Infinity electronic tolling solution product
  - Reviewed, tracked and reported defects, recommended solutions, and implemented emergency backup procedures
  - Participated in daily clients meetings, addressing site testing progress, analyzing anomalies, and corrective actions taken
  - Prepared, analyzed, and interpreted test metrics reports to determine quality and system release readiness
  - Developed and presented executive management level reports summarizing performance test metrics statistics to determine quality and release readiness
  - Provided technical training and career development for staff members

Jared Lapsley

Application Development Manager

Years Industry Experience: 12

Years at TransCore: 12

Education

University of Central Florida, BS in Computer Science

Relevant Project Experience

- *Lee County's production environment upgrade*
- *Tampa Hillsborough Expressway Authority Image-Based Toll Host*
- *Tampa Hillsborough Expressway Authority UFM, Amendment and Evidence Interfaces*
- *Florida Turnpike Enterprise Transponder Replacement Program*

Meets Required Criteria?

Yes,
4 Exceeds criteria

Mr. Lapsley is a software engineer with more than 12 years of professional software development experience. He is proficient with modern operating systems, databases, and Web development technologies and has designed solutions with the aforementioned technologies. Mr. Lapsley's main area of focus is in the tolling industry with Florida agencies being the primary focus. Throughout the years at TransCore, Jared has demonstrated his ability to manage and support development resources with the development of complex software solutions.

As software engineering manager at TransCore, Mr. Lapsley is responsible for designing and maintaining complex systems and managing project resources to meet customer requests. Examples of noteworthy projects he has completed during this timeframe are outlined below.

Experience

- **Lee County Customer Service Center** – Mr. Lapsley was responsible for designing and leading a software development team in the upgrade of Lee County's production environment from character-based forms and reports running on Oracle 7.3.4 for OpenVMS to Web 2.0 forms and JasperReports running on Red Hat Enterprise Linux with Oracle 10g.
- **Tampa Hillsborough Expressway Authority Image-Based Toll Host** – Mr. Lapsley was responsible for designing a Web 2.0 framework to use for forms, reports, and dashboards for an image-based toll host for the Tampa Hillsborough Expressway Authority. After designing and developing the platform, Mr. Lapsley trained and led a development team to use the framework for constructing real-time transaction monitoring, search screens, as well as image viewing and manipulation applications.
- **Tampa Hillsborough Expressway Authority UFM, Amendment and Evidence Interfaces** – Mr. Lapsley designed and developed UFM generation, Amendment and Evidence Web Services (SOAP) interfaces for the Tampa Hillsborough Expressway Authority working collaboratively with the Florida Turnpike Enterprise. These services are supporting THEA's ability to send transactions, receive payments and adjustments.
- **Florida Turnpike Enterprise Transponder Replacement Program** – Mr. Lapsley led a software development team in the

construction of a customer website, call center, and logistics software responsible for upgrading Florida Turnpike Enterprise legacy transponders and shipping them to customers. The software developed for the transponder replacement program was responsible for upgrading over 1 million transponders for the Florida Turnpike Enterprise in less than 6 months.

Venta Cotton

Product Team Support

Years Industry Experience: 25

Years at TransCore: 9

Education

The Johns Hopkins University, Baltimore, MD, M.S., Computer Science

Pennsylvania State University, State College, PA, B.S., Mathematics

Professional Registrations or Certifications

United States National Security Agency (NSA), Certification, Cryptanalyst

Relevant Project Experience

- *Infinity Roadside Toll Collection System Technical Lead*
- *Integration of Standard Infinity RTCS to Customer-Specific Requirements*
- *Integral to deployment of the mixed mode and ORT Infinity solution for Texas Turnpike Authority, Miami Dade County Expressway, Harris County Toll Road Authority, Delaware Department of Transportation, Houston METRO, Oklahoma Turnpike Authority*

Meets Required

Ms. Cotton has a great wealth of experience in all areas of the software lifecycle. She has become a leader in advanced technical solution architecture with a primary focus on databases and their use as the foundation of information systems. Her past 25 years of system software design and development have spanned multiple industries, with the tolling industry being her sole focus for the last 9 years.

Early on in Ms. Cotton's career with the National Security Agency (NSA), her unique ability to analyze problems was quickly recognized and she was fast-tracked to become the youngest certified cryptanalyst in the nation. Her achievements in statistical analysis and algorithm development led to an NSA sponsorship of her master's program. Venta has a BS degree in Mathematics and a summa cum laude MS degree in Computer Science.

Ms. Cotton's interest in software development as applied to technical challenges led her towards consulting for numerous industries to design business solutions. Ms. Cotton's primary strength is her ability to recognize that the foundation of all solutions is the strength and stability of the data model that supports it. She has architected solutions and led development teams based on traditional server, client/server, and Web technologies using various types of relational databases. She has worked with numerous global companies to design and develop large, exceptionally advanced enterprise level systems.

One of Ms. Cotton's many successful systems is still used by millions of people each day. When Time Warner cable television wanted to enter the Internet market, they went directly to Microsoft to develop the system for high-speed Internet. This system was to manage all of the millions of active real-time direct Internet connections, as well as the expected millions of Internet subscriber's accounts, along with keeping track of their fees, billings, and payments. Microsoft recommended Time Warner contact the company that she worked with to design and build this system. Ms. Cotton was selected as the lead database architect to design and build this incredibly advanced database system. This was a revenue critical, real-time system that had millions of users daily. This product is known as "Road Runner" and is still in use today. It was a tremendous success for Ms. Cotton and her team, as well as for Time Warner and its Road Runner high-speed Internet product.

Ms. Cotton was asked by Sirit to architect and develop an all-electronic roadside tolling system for the SR 91 in California. With a fresh non-industry perspective, she applied advanced technologies to the industry in ways that had never been done before, and did so with tremendous success. Her achievements soon led to further work designing a complete back office solution for customer service and violation

processing, as well as consulting on the HOT lane project for the State of Minnesota. We recognized the potential of leveraging Ms. Cotton's extensive background and recent industry knowledge to further the advancement of our newest Toll Management System client interfaces and supporting transactional databases.

Since joining TransCore, Ms. Cotton has proven to be a dedicated team leader and has worked directly with our customers to fine-tune our operational solutions to meet their individual business requirements. Venta has demonstrated expertise in software development and technical solutions architecture, database modeling and management, Web-based application development, e-commerce, membership modeling, and implementation.

- Technical lead of the software development team for the *Infinity* Roadside Toll Collection System to include the lane-level solutions and plaza/host operations Toll Management Console, responsible for product feature enhancement requirements, design, and development management
- Responsible for integrating the standard *Infinity* RTCS to customer-specific requirements within the roadside, as well as back office solutions
- Was integral to the deployment of the mixed mode and open road tolling *Infinity* solution for various customers, including the Texas Turnpike Authority (TTA/TOD), Florida's Turnpike Enterprise (FTE), Miami Dade County Expressway (MDX), Harris County Toll Road Authority (HCTRA), Ft. Bend Grand Parkway Toll Road Authority (FBGPTRA), Maine Turnpike Authority (MTA), Oklahoma Turnpike Authority (OTA), Puerto Rico Highway and Transportation Authority (PRHTA), Transportation Corridor Agencies (TCA), Delaware Department of Transportation (DelDOT), Houston METRO, Massachusetts Department of Transportation (MassDOT)

Experience Prior to TransCore

- **Idea Integration, Inc.,** *technical architect* and *technical sales support, technical consultant* to Cofiroute Global Mobility (CGM) – Venta focused on the successful implementation of the MnPass HOT lanes Project for the Minnesota DOT with partners Wilbur Smith Associates, Raytheon, and VESystems. She supported Cofiroute in this effort by performing tasks throughout the project lifecycle.
- **Idea Integration, Inc.,** *technical architect consultant* to Cofiroute Global Mobility (CGM) – Responsible for the discovery and functional specification of a Revenue and Account Management System (RAMS).
- **Sirit Technologies, Inc.,** *technical architect* and *lead developer consultant* – Responsible for generating the technical specification and subsequent detailed solution design for real time data capture and storage of vehicle traffic information for ETC using Sirit Technologies RFID technology within a Microsoft® centric platform. Defined new integration products (such as Traffic Management System) to augment their existing offerings; continued to support the Sirit ETTM solution.

Valarian Couch

Lead Maintenance Technician

Years Industry Experience: 8

Years at TransCore: 1

Education

University of Phoenix, Information System Security

Midlands Technical College, information Technology

Certificate of Completion in Engineering Morehouse for Engineering,

Certifications

Network +, Security +, CEH, CHFI, ITILv3

Relevant Project Experience

- *8 years of experience in systems and networks.*
- *Experience with Local Area Networks (LANs), Wide Area Networks (WANs), and Voice Systems by planning, configuring, testing, maintaining, troubleshooting and tuning networks*
- *4 years of VOIP & Cisco*
- *7 years of Security*
- *Project Management Experience*
- *Problem solver & excellent communication and interpersonal skills.*

Meets Required Criteria?

Yes

Mr. Couch is a System Administrator for TransCore serving as the Network Administrator for the Pensacola TMC. He has accumulated over 8 years of experience in system and network management. This experience includes hands-on knowledge of many servers, routers, switches, wireless devices, software and coding languages as follows:

Hardware: PC-Client/Server, Printers, Routers, Switches, & Firewalls
Languages: Visual Basic, Java, C++
Operating Systems: Windows 9x, NT 4.0, 2000, XP, UNIX, Vista, 7
Software: Microsoft Word, Excel, Access, Outlook, Power Point, Visio, Project, Lotus Notes
Network/Internet: SIPRNET (Secret Internet Protocol Router Network), TCP/IP, DNS, and DHCP, VPN, WINS, Active Directory, Telnet, FTP, VMware, Iron key Enterprise console, IPSec, IMAP, LDAP, SNMP, PPTP, L2TP, UDP, WINS, Windows 200X, AD, FreeBSD, Solaris, RHEL, VMware, NIS, Samba, NFS, CIFS, Netware, IBM 3090/MVS/TSO, SAN.
Systems & Tools: MS office 2010, Sharepoint, MS VISIO, Citrix presentation server.
Firewall/Router/Switch: PIX515E, ASA5505, ASA5510, ASA5550 Juniper-50, Cisco-Router 1600, 2500, 2600, 2900, 3500, 3700, 4000, 4500, 7500 Series with IOS and ASR 1000 series.
HW/Broadband: Fiber Optic, GBIC's, T1, Wireless-T1, Fast-Ethernet, VPN, ADSL, Frame Relay, IPTV, Video-LAN.

Experience

- **I-10/I-110 Freeway Management System and RTMC in Escambia and Santa Rosa Counties - Pensacola, FL -** Network Administrator - Provides project support and responsible charge for the Pensacola TMC. The system included the deployment of 12 DMS, 40 CCTV cameras, 88 MVDS, and 1 RWIS along a fiber optic backbone along approximately 40 miles of interstates with a wireless communications extension.

Senior Network Engineer - Duties included: Configure and define parameters for installation or testing of local area network (LAN), wide area network (WAN), hubs, routers, switches, controllers, multiplexers, firewalls or related networking equipment. Install and

configure wireless networking equipment. Diagnose, troubleshoot, and resolve hardware, software, or other network and system problems, and replace defective components when necessary. Configure security settings or access permissions for groups or individuals. Document network support activities. Encrypt data transmissions and erect firewalls to conceal confidential information as it is being transmitted and to keep out tainted digital transfers. Deployment of PKI (Public Key Infrastructure) on Cisco routers to International network. Maintain and administer computer networks and related computing environments including computer hardware, systems software, applications software, and all configurations. Perform data backups and disaster recovery operations. Team Management. Maintain Cisco and ITIL best practice

APPENDIX B | PAYMENT, CONTRACTUAL, & PERFORMANCE EXCEPTIONS

As described throughout the proposal, TransCore respectfully takes exception to fully complying with the RFP. This Appendix contains payment, contractual, and performance measures that TransCore takes exception to.

Document / Area	Exception
RFP, Volume VQ - Method of Compensation Attachment 1 Pay Item Descriptions, Page 2 of 6	TransCore will agree to the following Payment Terms instead of the Terms identified in the RFP: - 10% Mobilization - 35% Phase I - at completion of design review - 70% Phase II - at completion of Factory Acceptance Test - 90% Phase III - at satisfactory completion of Lane Installation and Commissioning - 100% Phase IV - at satisfactory completion of the Final System Acceptance Test (SAT)
Retainage	TransCore will respectfully not agree to any retainage terms as part of this contract. We believe withholding of 10% until achievement of Final System Acceptance serves the same purpose as retainage.
RFP, Appendix E, Table 1, Item 11, Image Correlation Success - correlate image(s) to correct vehicle	TransCore will agree to ≥ 99.5% instead of the 99.8% required in the RFP.
RFP, Appendix E, Table 1, Item 12, Legible Image Success	TransCore will commit to 95.0% instead of the 99.0% required in the RFP.
RFP, Appendix E, Table 1, Item 15, Accuracy of OCR process	TransCore will commit to 95.0% instead of the 99.9% required in the RFP.
Section 7 of Instructions to Offerors	Indemnification. Consultant 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 Consultant under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant or resulting from the use by Consultant, or by any one for whom Consultant is legally liable, of any materials, tools, machinery or other property of County. County and Consultant agree the first $100.00 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. The Consultant's obligation shall not be limited by,

Document / Area	Exception
	or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant 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.
Section 15 of General Terms and Conditions	Patents and Royalties. The offeror, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the offeror. The offeror has no liability when such claim is *solely* and *exclusively* due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based *solely and exclusively* upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the offeror full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the contractor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the offeror uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the offered prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PRICE PROPOSAL |

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks
Toll System						
1	Toll System Implementation	LS	1	$2,450,440.00	$2,450,440.00	Includes the following systems: lanes, plaza, host, and back-office system (as identified in writen proposal). It also includes 1 year warranty maintenance.
Transponders						
2-1	Transponder [1]	EA	5,000	$20.85		SeGo Hardcase Mini Portable transponders. Includes taxes and shipping.
2-2	Transponder [1]	EA	10,000			
2-3	Transponder [1]	EA	15,000	$10.95		SeGo Sticker Tag transponders. Includes taxes and shipping.
2-4	Transponder [1]	EA	30,000		$0.00	Transponder prices for reference only and not included in the proposal.
Maintenance						
3-1	Toll System Maintenance - Year 1	MO	12	$29,505.00	$354,060.00	
3-2	Toll System Maintenance - Year 2	MO	12	$30,537.00	$366,444.00	
3-3	Toll System Maintenance - Year 3	MO	12	$31,606.67	$379,280.04	
3-4	Toll System Maintenance - Year 4	MO	12	$32,712.90	$392,554.80	
3-5	Toll System Maintenance - Year 5	MO	12	$33,857.83	$406,293.96	
	Subtotal Maintenance				$1,898,632.80	
				TOTAL	**$4,349,072.80**	
Reimbursable						
4	Reimbursable Cost	EA				
Future Options - the County may or may not elect to proceed with these items						
5	Image Processing Subsystem (IPS)	LS	1		$0.00	Option not included. Further discussion required.
6	Collection Tracking	LS	1		$0.00	Option not included. Further discussion required.
7	Subsystem - Violation Processing System (VPC)	LS	1		$0.00	Option not included. Further discussion required.
8	Optical Character Recognition (OCR) and Image reviewer function	LS	1		$0.00	Option not included. Further discussion required.
	Subtotal Options				$0.00	
				GRAND TOTAL	**$4,349,072.80**	

Notes:

[A] Proposer is to complete unit prices in this column, and as necessary offer remarks

[1] Denote potential order quantities for volume pricing over the term of the contract

FORMS |

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

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 Russell L. Reeser, Vice President
(print individual's name and title)

for TransCore, LP
(print name of entity submitting sworn statement)

whose business address is

3721 TecPort Drive, Suite 102
Harrisburg, PA 17111

and (if applicable) its Federal Employer Identification Number (FEIN) is:
25-1730334

(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), FloridaStatutes, 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.)

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

✓ 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)

Russell L. Reeser, Vice President

Sworn to an subscribed before me this 21st day of April, 2015

Personally known Russell L. Reeser
OR produced identification _____

_____
(Type of identification)

Carol Grove
Notary Public - State of Pennsylvania

My commission expires Sept. 17, 2018

Carol Grove Carol Grove, Notary
(Printed typed or stamped commissioned name of notary public)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Carol Grove, Notary Public
Swatara Twp., Dauphin County
My Commission Expires Sept. 17, 2018

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that TransCore, LP 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.

Russell L. Reeser
Offeror's Signature

4/21/15
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or X No

If not a Florida Corporation,
In what state was it created: Delaware
Name as spelled in that State: TransCore, LP

What kind of corporation is it: "For Profit" or X "Not for Profit"

Is it in good standing: X Yes or No

Authorized to transact business in Florida: X Yes or No

State of Florida Department of State Certificate of Authority Document No.: B01000000385

Does it use a registered fictitious name: Yes or X No

Names of Officers:
President: Tracy Marks Secretary: David B. Liner

Vice President: Russell L. Reeser Treasurer: Paul J. Soni

Director: N/A Director: N/A

Other: N/A Other: N/A

Name of Corporation (As used in Florida):
TransCore, LP
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: 150 4th Avenue North, Suite 1200
City, State, Zip: Nashville, TN 37219

(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: 25-1730334
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: Jim Wilson **E-mail:** jim.wilson@transcore.com

Telephone Number: 321-281-4051 **Facsimile Number:** N/A

Name of individual who will sign the instrument on behalf of the company:
Russell L. Reeser
(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 Consultant 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:_____

(Revised 9/18/09)

State of Florida

Department of State

I certify from the records of this office that TRANSCORE, LP is a Delaware limited partnership registered to transact business in the state of Florida on November 13, 2001.

The document number of this limited partnership is B01000000385.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of November, 2001

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 22, 2014

TRANSCORE, LP
8158 ADAMS DR
HUMMELSTOWN PA 17036

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2015. However, the new application is due 4/30/2015.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited _____Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, ROADWAY SIGNING, TRAFFIC SIGNAL

FDOT APPROVED SPECIALITY CLASSES OF WORK:
MAINTENANCE AND INSTALLATION OF RADIO COMMUNICATION, TOLL COLLECTION, REVENUE COLLECTION SYSTEMS, FARE AUDIT SYSTEMS, RADIO FREQUENCY COVERAGE EVALUATION, SOFTWARE DOCUMENTATION, MOTORIST AID CALL BOX SYSTEMS, TRAFFIC MANAGEMENT SYSTEMS, TRAVELER INFORMATION SYSTEMS, SURVEILLANCE SYSTEMS, RED LIGHT CAMERA SYSTEMS, VIOLATION PROCESSING SYSTEMS, AIRPORT GROUND TRANSPORTATION SYSTEMS, MCOMMERCE PAYMENT PROCESSING, VEHICLE REGISTRATION SYSTEM, SECURITY AND ACCESS CONTROL SYSTEM.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore

Juanita Moore, Manager
Contracts Administration Office

JM:cj

Wells Fargo Insurance Services USA, Inc.
3475 Piedmont Road
Suite 800
Atlanta, GA 30305-2886

Phone: 404-923-3700
Fax: 877-362-9069
wellsfargo.com/wfis

April 16, 2015

Escambia County Board of County Commissioners
Attn: Paul R. Nobles, Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
Matt Langley Bell III Bldg.
213 Palafox Place
Pensacola, FL 32502

Re: TransCore, LP
Insurance requirement for Specification No. PD 14-15.030

To Whom It May Concern:

Our agency has the capacity to provide a Certificate of Insurance that details the current coverage and respective limits carried by the above-referenced entity.

Further, and based on our knowledge of the present Property/Casualty Insurance market and the fact that TransCore, LP is a subsidiary of Roper Industries, Inc.—a company with annual revenues in excess of $2.9 billion and total assets of approximately $7 billion—we believe that TransCore, LP has the ability to obtain the levels of insurance as required by the contract.

If you require any additional information regarding TransCore, LP's insurance program, please feel free to contact me.

Regards,

Karin M. Jones, CIC, CRM

Account Executive
Tel 404-923-3697 | Fax 877-362-9069
karin.m.jones@wellsfargo.com

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Office of Purchasing
213 PALAFOX PLACE - 2nd Floor, Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/

CLAUDIA SIMMONS, CPP
Purchasing Manager

March 5, 2015

To: All Known Proposers

ADDENDUM NUMBER 1:

Re: **Specification Number: PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project**

Proposers:

We recently publicly noticed a Request for Proposals on the above referenced specification.

This Addendum #1 provides for the following:

Opening Date Changes

Proposals Will Be Received Until:
2:00 p.m. CST, Tuesday, ~~March 31~~ April 28, 2015

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A.	Mailing date of Proposals	Monday, March 2, 2015
B.	Final day for questions	Thursday, ~~March 19~~ April 9, 2015
C.	Date for response to questions	Tuesday, ~~March 24~~ April 14, 2015
D.	Receipt of Proposals	Tuesday ~~March 31~~ April 28, 2015
E.	Review of Proposals	Monday, ~~April 13~~ May 11, 2015
F.	Discussions Meeting	Tuesday, ~~April 21~~ May 19, 2015
G.	1st Negotiation Meeting	Wednesday, ~~April 29~~ May 27, 2015

H.	2nd Negotiation Meeting, if required	Friday, ~~May 1~~ **May 29**, 2015
I.	Board of County Commissioners approval	Thursday, ~~May 21~~ **June 25**, 2015

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **Thursday, May 28, 2015.**

This Addendum Number 1 is furnished to all known Proposers. Please sign and return one copy of this Addendum, with your original signature, with your Proposal as an acknowledgment of your having received.

Sincerely,

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: TRANSCORE

PRN

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price breakdown and scope descriptions as discussed in 6/18/15 meeting)

Pay Item No.	Name	Unit	Quantity	Unit Price [3]	Extended Price	Proposer Remarks
Toll System						June 18th Final Negotiation Meeting
1-1	Design and Documentation	LS	1	$84,236.68	$84,236.68	Includes: System design (Host, Plaza, Lanes, and Integrity), design documentation, and as-built plans documentation.
1-2	Testing	LS	1	$217,199.12	$217,199.12	Includes: Factory Acceptance Test (FAT), Commissioning tests (4 Lanes), and Final System Acceptance Test (SAT).
1-3	Host and Plaza	LS	1	$66,990.52	$66,990.52	Includes: Installation Labor for Host/Plaza, MOMS, LAN equipment, and UPS units. Not Included: Hardware for Host/Plaza, MOMS, LAN, and UPS. Hardware to be provided to TransCore by the County.
1-4	Lanes	LS	1	$639,628.31	$639,628.31	Includes Labor and materials for 4 Mixed-mode lanes capable of receiving cash/transponder payment or transponder-only payment options (credit card and coin payment are NOT included). Includes transponder readers/antennas, vehicle classification (number of axles per vehicle), license plate cameras (rear plate cameras only), and an 8-inch "cash register". Credit card payment capability is NOT included.
1-5	Customer Service System (Integrity), with Customer Website and Annual Pass	LS	1	$342,461.79	$342,461.79	Includes Customer Website (w/ annual pass credit card payment option), Annual Pass Mgmt, Customer Account Mgmt, Financial Accounting, and Reports.
1-6	Training	LS	1	$21,900.00	$21,900.00	Includes: 24 hours (3 days) of total training. 1 day for Plaza & Lane Operations (in person), 1 day for System Architecture and Maintenance (web based), and 1 day for Customer Service System training (in person). It also includes travel and training preparation time. Excludes training on the optional systems described in Pay Item No's 5-8.
1-7	Year Zero Warranty Maintenance	LS	0	$0.00	$0.00	Included in the Maintenance Phase.
1-8	Year Zero Warranty Parts	LS	1	$54,047.22	$54,047.22	Includes an allotment of spare parts to be used for lane repairs starting in Year 1 of maintenance. Parts are replenished as they are used and stock is depleted. Replenishment parts are billed to the County via the same t&m process used for corrective maintenance or via another mutually agreed upon method. Alternatively, if this allotment is not desired, please note that it can take as long as 120 days for TransCore to receive and deliver repair parts to the Bob Sikes Bridge toll plaza.
1-9	Project Management & Administration	LS	1	$264,751.38	$264,751.38	Overall project management labor: software/hardware design mgmt, host/plaza install mgmt, lane install mgmt, project mgmt plan development, schedule development/mgmt, progress meetings/communications, travel, facilities, bonding, and insurance.
1-10	Tax Credit	EA	1	-$15,836.00	-$15,836.00	This credit is provided under the assumption that the County is tax exempt and TransCore would not incur any applicable taxes. This will be further discussed between the County and TransCore and be adjusted as needed.
	Subtotal Toll System Implementation				$1,675,379.02	Includes all of the above (per herein and proposal).
Transponders						
2-1	Transponder [1]	EA	5,000	$20.85		Sensa Hardcase Mini Portable transponders. Includes taxes and shipping.
2-2	Transponder [1]	EA	10,000			

May 14th Meeting	May 28th Meeting	June 8th Meeting
Item created by breaking down the total System implementation price. No scope changes from Original Bid Proposal. Unit Price: $102,337.43	Optimized resource usage to minimize price. No scope changes from previous Bid Proposal. Unit Price: $84,236.68	No scope changes from previous Bid Proposal. Unit Price: $84,236.68
Item created by breaking down the total System implementation price. No scope changes from Original Bid Proposal. Unit Price: $217,199.12	No scope changes from previous Bid Proposal. Unit Price: $217,199.12	No scope changes from previous Bid Proposal. Unit Price: $217,199.12
Item created by breaking down the total System implementation price. No scope changes from Original Bid Proposal. Unit Price: $277,647.26	Changed Scope: At the County's request, all hardware for Host/Plaza, MOMS, LAN, and UPS was removed. This hardware is to be provided by the County to TransCore. Installation labor for the removed hardware was NOT removed and was kept since TransCore will install the County provided hardware. Unit Price: $66,990.52	No scope changes from previous Bid Proposal. Unit Price: $66,990.52
Item created by breaking down the total System implementation price. No scope changes from Original Bid Proposal. Unit Price: $720,046.99	Optimized resource usage to minimize price. Changed Scope: Removed credit card payment capability scope. Confirmed that pay item does not include spare parts. Unit Price: $639,628.31	No scope changes from previous Bid Proposal. Unit Price: $639,628.31
Item created by breaking down the total System implementation price. No scope changes from Original Bid Proposal. Unit Price: $342,461.79	No scope changes from previous Bid Proposal. Unit Price: $342,461.79	No scope changes from previous Bid Proposal. Unit Price: $342,461.79
Item created by breaking down the total System implementation price. No scope changes from Original Bid Proposal. Unit Price: $62,728.04	Optimized resource usage to minimize price. No scope changes from Original Bid Proposal. Unit Price: $54,302.42	Optimized resource usage to minimize price. Changed scope: System Architecture and Maintenance to be web based instead of face to face. Unit Price: $21,900.00
Item created by breaking down the total System implementation price. No scope changes from Original Bid Proposal. Unit Price: $353,920.63	Changed Scope: year zero warranty all-inclusive maintenance was changed to time and materials as an option. Unit Price: $165,506.00	Changed Scope: item was moved from the Implementation Phase to the Maintenance Phase. Unit Price: $0.00
Item created by breaking down the total System implementation price. No scope changes from Original Bid Proposal. Unit Price: $109,347.17	Changed Scope: all-inclusive maintenance was changed to time and materials as an option. As result parts are also on time and materials. Unit Price: $0.00	Changed Scope: Item was moved from the Implementation Phase to the Maintenance Phase. Unit Price: $0.00
Item created by breaking down the total System implementation price. No scope changes from Original Bid Proposal. Unit Price: $264,751.38	No scope changes from previous Bid Proposal. Unit Price: $264,751.38	No scope changes from previous Bid Proposal. Unit Price: $264,751.38
Item had not been discussed yet.	Item was discussed/created. County requested TransCore to breakdown taxes on applicable hardware.	Changed Scope: taxes on applicable hardware was determined. A credit was preliminarily issued until the County and TransCore determine if it still applies after review of all laws/regulations. Unit Price: -$15,836.00
No scope changes from previous Bid Proposal. Unit Price: $20.85	No scope changes from previous Bid Proposal. Unit Price: $20.85	No scope changes from previous Bid Proposal. Unit Price: $20.85

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price breakdown and scope descriptions as discussed in 6/18/15 meeting)

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks	May 14th Meeting	May 28th Meeting	June 8th Meeting
Toll System						June 18th Final Negotiation Meeting			
2-3	Transponder [1]	EA	15,000	$10.95		SeGo Sticker Tag transponders. Includes taxes and shipping.	No scope changes from previous Bid Proposal. Unit Price: $10.95	No scope changes from previous Bid Proposal. Unit Price: $10.95	No scope changes from previous Bid Proposal Unit Price: $10.95
2-4	Transponder [1]	EA	30,000		$0.00	Transponder prices for reference only and not included in the proposal.			
Maintenance (Time and Materials Years 0-2 / All-Inclusive Years 3-10)									
3-0	Spare Parts Allotment	EA	0	$0.00	$0.00	Included in the Implementation Phase	Item had not been discussed yet. Maintenance was all-inclusive	Change in Scope: Item was created due to maintenance changing to time and materials. Unit Price: $54,047.22 (*) [*] the difference between this price and the $109,347.37 is just in the quantity of spare parts. Since the County's intent was to reduce the maintenance cost, TransCore optmized the quantity of spare parts to reduce price.	No scope changes from previous Bid Proposal. Unit Price (T&M): $54,047.22 Unit Price (All-In): $0.00
3-1	Toll System Maintenance - Year 0 (Time and Materials)	MO	12	$13,792.17	$165,506.00	**Time and Materials (T&M) Maintenance** **Included:** 24/7 remote system monitoring, warranty software updates, and preventative maintenance. **Not Included:** Hardware, software upgrades, maintenance of traffic (MOT), and corrective maintenance in compliance with the RFP required timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). Time to Acknowledge, Respond, and Repair to be discussed/agreed upon between County and TransCore. **Payment (Year 0 Only):** T&M maintenance for the months between Go-Live and October 2016 will be paid by the County to TransCore in October 2016. T&M maintenance for all subsequent months will be paid on a monthly basis.	Item was in the Implementation Phase at this time.	Item was in the Implementation Phase at this time.	Change in Scope: At the County's request, all-inclusive and time and materials maintenance prices were optimized by TransCore where possible. Unit Price (All-In): $336,357.00 Unit Price (T&M): $165,506.00
3-2	Toll System Maintenance - Year 1 (Time and Materials)	MO	12	$14,274.89	$171,298.71	Same as 3-1	No scope changes from Original Bid Proposal. Unit Price: $354,060.00	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $165,506.00	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $336,357.00 Unit Price (T&M): $165,506.00
3-2	Toll System Maintenance - Year 2 (Time and Materials)	MO	12	$14,774.51	$177,294.16	Same as 3-1	No scope changes from Original Bid Proposal. Unit Price: $366,444.00	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $171,298.71	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $348,129.50 Unit Price (T&M): $171,298.71
3-3	Toll System Maintenance - Year 3 (All Inclusive)	MO	12	$31,077.08	$372,925.02	**All Inclusive Maintenance** **Included:** 24/7 remote system monitoring, preventative maintenance, corrective maintenance, warranty software updates, maintenance of traffic (MOT), and compliance with RFP required service level timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). **Not Included:** Software and hardware upgrades. **Payment (Years 3 to 10):** all-inclusive maintenance will be paid monthly.	No scope changes from Original Bid Proposal. Unit Price: $379,280.04	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $177,294.16	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): 360,314.03 Unit Price (T&M): $177,294.16
3-4	Toll System Maintenance - Year 4 (All Inclusive)	MO	12	$32,164.78	$385,977.39	Same as 3-3	No scope changes from Original Bid Proposal. Unit Price: $392,554.80	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $183,499.46	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $372,928.02 Unit Price (T&M): $183,499.46
3-5	Toll System Maintenance - Year 5 (All Inclusive)	MO	12	$33,290.55	$399,486.60	Same as 3-3	No scope changes from Original Bid Proposal. Unit Price: $406,294.31	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $189,921.94	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optmized by TransCore where possible. Unit Price (All-In): $385,977.39 Unit Price (T&M): $189,921.94

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price breakdowns and scope descriptions as discussed in 6/18/15 meeting)

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks
Toll System						June 18th Final Negotiation Meeting
3-6	Toll System Maintenance - Year 6 (All Inclusive)	MO	12	$34,455.72	$413,468.63	Same as 3-1
3-7	Toll System Maintenance - Year 7 (All Inclusive)	MO	12	$35,661.67	$427,940.04	Same as 3-1
3-8	Toll System Maintenance - Year 8 (All Inclusive)	MO	12	$36,909.83	$442,917.94	Same as 3-1
3-9	Toll System Maintenance - Year 9 (All Inclusive)	MO	12	$38,201.67	$458,420.07	Same as 3-1
3-10	Toll System Maintenance - Year 10 (All Inclusive)	MO	12	$39,538.73	$474,464.77	Same as 3-1
	Subtotal Maintenance				$3,889,699.33	
	TOTAL				$5,565,078.35	
Reimbursable						
4	Reimbursable Cost	EA				
Future Options - the County may or may not elect to proceed with these items						
5	Image Processing Subsystem (IPS)	LS	1	$410,039.27 *	$410,039.27 *	**Includes:** Violation Processing System, Image Processing System (with OCR and manual review), and Collections System. It includes 3 days of training on these same systems onsite in Pensacola. It assumes that: the County supplies all staff required to operate the systems; The County is not interoperable with SunPass; 20,000 transactions per day with 10% (2,000) being image transactions per the RFP. * Additional per transaction fees may apply for additional services such as manual image review, DMV look up's, invoice/notice printing, invoice/notice mailing, etc.
6	Collection Tracking					
7	Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC)					
8	Optical Character Recognition (OCR) and Image reviewer function					
	Subtotal Options				$410,039.27	
	GRAND TOTAL				$5,975,117.62	

Notes:

[A] Proposer is to complete unit prices in this column, and as necessary offer remarks

[1] Denote potential order quantities for volume pricing over the term of the contract

May 14th Meeting	May 28th Meeting	June 8th Meeting
Item created as requested by the County Unit Price: $420,514.21	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $196,569.21	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optimized by TransCore where possible. Unit Price (All-In): $399,486.60 Unit Price (T&M): $196,569.21
Item created as requested by the County Unit Price: $435,232.62	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $203,449.13	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optimized by TransCore where possible. Unit Price (All-In): $413,468.63 Unit Price (T&M): $203,449.13
Item created as requested by the County Unit Price: $450,465.76	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $210,569.85	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optimized by TransCore where possible. Unit Price (All-In): $427,940.04 Unit Price (T&M): $210,569.85
Item created as requested by the County Unit Price: $466,232.07	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $217,939.80	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optimized by TransCore where possible. Unit Price (All-In): $442,917.94 Unit Price (T&M): $217,939.80
Item created as requested by the County Unit Price: $482,550.39	Change in Scope: Maintenance changed from all-inclusive to time and materials. Unit Price: $225,567.69	Change in Scope 1: At the County's request, all-inclusive and time and materials maintenance prices were optimized by TransCore where possible. Unit Price (All-In): $458,420.07 Unit Price (T&M):$225,567.69
Item had not been created yet	Scope Change: at the County's request, the Future Option Items 5, 6, 7, 8 were included. Unit Price: $410,039.27	No scope changes from previous Bid Proposal Unit Price: $410,039.27

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price breakdown and scope descriptions as discussed in 6/18/15 meeting)

Pay Item No.	Name	Unit	Quantity	Unit Price [1]	Extended Price	Proposer Remarks
Toll System						June 18th Final Negotiation Meeting
1-1	Design and Documentation	LS	1	$84,236.68	$84,236.68	Includes: System design (Host, Plaza, Lanes, and Integrity), design documentation, and as-built plans documentation.
1-2	Testing	LS	1	$217,199.12	$217,199.12	Includes: Factory Acceptance Test (FAT), Commissioning tests (4 Lanes), and Final System Acceptance Test (SAT)
1-3	Host and Plaza	LS	1	$66,990.52	$66,990.52	Includes: Installation Labor for Host/Plaza, MOMS, LAN equipment, and UPS units. Not Included: Hardware for Host/Plaza, MOMS, LAN, and UPS. Hardware to be provided to TransCore by the County.
1-4	Lanes	LS	1	$639,628.31	$639,628.31	Includes Labor and materials for 4 Mixed-mode lanes capable of receiving cash/transponder payment or transponder-only payment options (credit card and coin payment are NOT included). Includes transponder readers/antennas, vehicle classification (number of axles per vehicles, license plate cameras (rear plate cameras only), and in-booth "cash register". Credit card payment capability is NOT included.
1-5	Customer Service System (Integrity), with Customer Website and Annual Pass	LS	1	$342,461.79	$342,461.79	Includes Customer Website (w/ annual pass credit card payment option), Annual Pass Mgmt, Customer Account Mgmt, Financial Accounting, and Reports.
1-6	Training	LS	1	$21,900.00	$21,900.00	Includes: 24 hours (3 days) of total training. 1 day for Plaza & Lane Operations (in person), 1 day for System Architecture and Maintenance (web based), and 1 day for Customer Service System training (in person). It also includes travel and training preparation time. Excludes training on the optional systems described in Pay Item Nos 5-8.
1-7	Year Zero Warranty Maintenance	LS	0	$0.00	$0.00	Included in the Maintenance Phase.
1-8	Year Zero Warranty Parts	LS	1	$54,047.22	$54,047.22	Includes an allotment of spare parts to be used for lane repairs starting in Year 1 of maintenance. Parts are replenished as they are used and stock is depleted. Replenishment parts are billed to the County via the same T&M prices used for corrective maintenance or via another mutually agreed upon method. Alternatively, if this allotment is not desired, please note that it can take as long as 120 days for TransCore to receive and deliver repair parts to the Bob Sikes Bridge toll plaza.
1-9	Project Management & Administration	LS	1	$264,751.38	$264,751.38	Overall project management labor: software/hardware design mgmt, host/plaza install mgmt, lane install mgmt, project mgmt plan development, schedule development/mgmt, progress meetings/communications, travel, facilities, bonding, and insurance.
1-10	Tax Credit	EA	1	-$15,836.00	-$15,836.00	This credit is provided under the assumption that the County is tax exempt and TransCore would not incur any applicable taxes. This will be further discussed between the County and TransCore and be adjusted as needed.
	Subtotal Toll System Implementation				$1,675,379.02	Includes all of the above (per herein and proposal).
Transponders						
2-1	Transponder [1]	EA	5,000	$20.85		5806 Hanicate Mini Portable II transponders. Includes taxes and shipping.
2-2	Transponder [1]	EA	10,000			
2-3	Transponder [1]	EA	15,000	$10.95		Seiko Sticker Tag transponders. Includes taxes and shipping.
2-4	Transponder [1]	EA	30,000		$0.00	Transponder prices for reference only and not included in the proposal.
Maintenance (Time and Materials Years 0-2 / All-Inclusive Years 3-10)						
3-0	Spare Parts Allotment	EA	0	$0.00	$0.00	Included in the Implementation Phase.
3-1	Toll System Maintenance - Year 0 (Time and Materials)	MO	12	$13,792.17	$165,506.00	**Time and Materials (T&M) Maintenance** **Included:** 24/7 remote system monitoring, warranty software updates, and preventative maintenance. **Not Included:** Hardware, software upgrades, maintenance of traffic (MOT), and corrective maintenance in compliance with the RFP required timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). Time to Acknowledge, Respond, and Repair to be discussed/agreed upon between County and TransCore. **Payment (Year 0 Only):** T&M maintenance for the months between Go-live and October 2016 will be paid by the County to TransCore in October 2016. T&M maintenance for all subsequent months will be paid on a monthly basis.
3-2	Toll System Maintenance - Year 1 (Time and Materials)	MO	12	$14,274.89	$171,298.71	Same as 3-1
3-2	Toll System Maintenance - Year 2 (Time and Materials)	MO	12	$14,774.51	$177,294.16	Same as 3-1
3-3	Toll System Maintenance - Year 3 (All Inclusive)	MO	12	$31,077.08	$372,925.02	**All Inclusive Maintenance** **Included:** 24/7 remote system monitoring, preventative maintenance, corrective maintenance, warranty software updates, maintenance of traffic (MOT), and compliance with RFP required service level timeliness (30 mins to detect, 2 hours to respond, and 4 hours to fix). **Not Included:** Software and hardware upgrades. **Payment (Years 3 to 10):** all-inclusive maintenance will be paid monthly.
3-4	Toll System Maintenance - Year 4 (All Inclusive)	MO	12	$32,164.78	$385,977.39	Same as 3-3
3-5	Toll System Maintenance - Year 5 (All Inclusive)	MO	12	$33,290.55	$399,486.60	Same as 3-3
3-6	Toll System Maintenance - Year 6 (All Inclusive)	MO	12	$34,455.72	$413,468.63	Same as 3-3
3-7	Toll System Maintenance - Year 7 (All Inclusive)	MO	12	$35,661.67	$427,940.04	Same as 3-3
3-8	Toll System Maintenance - Year 8 (All Inclusive)	MO	12	$36,909.83	$442,917.94	Same as 3-3
3-9	Toll System Maintenance - Year 9 (All Inclusive)	MO	12	$38,201.67	$458,420.07	Same as 3-3
3-10	Toll System Maintenance - Year 10 (All Inclusive)	MO	12	$39,538.73	$474,464.77	Same as 3-3
	Subtotal Maintenance				$3,889,699.33	
				TOTAL	**$5,565,078.35**	
Reimbursable						
4	Reimbursable Cost	EA				
Future Options - the County may or may not elect to proceed with these items						
5	Image Processing Subsystem (IPS)	LS	1	$410,039.27 *	$410,039.27 *	**Includes:** Violation Processing System, Image Processing System (with OCR and manual review), and Collections System. It includes 3 days of training on these same systems onsite in Pensacola. It assumes that the County supplies all staff required to operate the systems; The County is not interoperable with SunPass; 20,000 transactions per day with 30% (2,000) being image transactions per the RFP. * Additional per transaction fees may apply for additional services such as manual image review, DMV look-up's, invoice/notice printing, invoice/notice mailing, etc.
6	Collection Tracking					
7	Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC)					
8	Optical Character Recognition (OCR) and Image reviewer function					
	Subtotal Options				$410,039.27	
				GRAND TOTAL	**$5,975,117.62**	

Notes:

[1] Proposer is to complete unit prices in this column, and as necessary offer remarks

[1] Denote potential order quantities for volume pricing over the term of the contract

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, TransCore. LP Revised Schedule

ID	Task Name	Duration	Start	Finish
1	Infinity Toll Collection System	318 days	Tue 8/18/15	Sun 6/19/16
2	Notice to Proceed	0 days	Tue 8/18/15	Tue 8/18/15
3	Kick Off Meeting	0 days	Tue 8/25/15	Tue 8/25/15
4	Modify System Detailed Design Document	15 days	Tue 8/25/15	Wed 9/9/15
5	Review System Detailed Design Document	10 days	Wed 9/9/15	Fri 9/18/15
6	Procure Equipment	120 days	Sat 9/19/15	Tue 1/12/16
7	Install SW & Configure HW	30 days	Tue 1/12/16	Wed 2/10/16
8	Configure Production CPC/Plaza	30 days	Wed 2/10/16	Thu 3/10/16
9	Factory Acceptance Test (FAT)	15 days	Thu 3/10/16	Fri 3/25/16
10	Correct FAT Issues	30 days	Fri 3/25/16	Sat 4/23/16
11	Install Lane 4 Equipment	10 days	Sat 4/23/16	Mon 5/2/16
12	Commission Lane 4	5 days	Mon 5/2/16	Sat 5/7/16
13	Lane 4 Opens to Traffic	0 days	Sat 5/7/16	Sat 5/7/16
14	Install Lanes 1, 2, 3	30 days	Sat 5/7/16	Sun 6/5/16
15	Commission Lanes 1, 2, 3	15 days	Sun 6/5/16	Sun 6/19/16
16	Lanes 1, 2, 3 Open to Traffic (one at a time)	0 days	Sun 6/19/16	Sun 6/19/16
17	Integrity Customer Service System	134 days	Tue 8/18/15	Fri 12/25/15
18	Business Rules Gathering	7 days	Tue 8/18/15	Mon 8/24/15
19	Modify System Detailed Design Document	15 days	Mon 8/24/15	Tue 9/8/15
20	Review System Detailed Design Document	10 days	Tue 9/8/15	Thu 9/17/15
21	Develop Requirements	15 days	Fri 9/18/15	Fri 10/2/15
22	Develop Customer Service SW (Integrity)	50 days	Fri 10/2/15	Thu 11/19/15
23	Test Customer Service SW (Integrity)	30 days	Thu 11/19/15	Fri 12/18/15
24	Deploy Customer Service SW (Integrity)	7 days	Fri 12/18/15	Fri 12/25/15
25	Customer Service System/Website Ready	0 days	Fri 12/25/15	Fri 12/25/15
26	Final System Acceptance Test (SAT)	21 days	Mon 6/20/16	Sun 7/10/16
27	Correct SAT Issues	15 days	Sun 7/10/16	Sun 7/24/16
28	Produce As-Built Documents	15 days	Sun 7/24/16	Mon 8/8/16
29	Project Completion	0 days	Mon 8/8/16	Mon 8/8/16

Exhibit I / C

Technical Specification

PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project

TransCore, LP "Bill of Materials" / Computer Hardware to be provided by Escambia County

Host			
Primary Domain Controller	**Manuf**	**Part No**	**Qty**
PowerEdge R320, Intel Xeon E-24XX v2 Processors	Dell	(210-ACCX)	1
PowerEdge R320 Motherboard, TPM	Dell	(329-BBYC)	1
Mission Critical Package, 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extende	Dell	(938-3864)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	Dell	(938-3944)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Yea	Dell	(939-6767)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year	Dell	(939-6857)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year	Dell	(939-7007)	1
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-335	Dell	(989-3439)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Yea	Dell	(995-8481)	1
On-Site Installation Declinec	Dell	(900-9997)	0
Proactive Maintenance Service Declinec	Dell	(926-2979)	0
Shipping Material,PowerEdge R320	Dell	(331-6952)	1
On-Board LOM 1GBE (Dual Port for Racks and Towers, Quad Port for Blades	Dell	(430-4715)	1
iDRAC Port Card	Dell	(421-5340)	1
iDRAC7 Enterprise	Dell	(421-6085)	1
SAS 6Gbps HBA External Controller	Dell	(342-0615)	1
Chassis with up to 4, 3.5" or 2.5" Hot Plug Hard Drives	Dell	(318-2038)	1
SAS Cable for 3.5" in Hot Plug Chassis	Dell	(331-6959)	1
Bezel-4/8 Drive Chassis	Dell	(318-1431)	1
Performance BIOS Setting	Dell	(330-3492)	1
RAID 1 for H710/H310 (2 HDDs)	Dell	(331-6999)	1
PERC H710 Integrated RAID Controller, 512MB NV Cache	Dell	(342-3529)	1
Heat Sink,PowerEdge	Dell	(317-9826)	1
Intel Xeon E5-2407 v2 2.40GHz, 10M Cache, 6.4GT/s QPI, No Turbo, 4C, 80W, Max Mem 1333MHz	Dell	(338-BDZR)	1
8GB RDIMM, 1600MT/s, Low Volt, Single Rank, x4 Data Width	Dell	(370-AAVV)	2
1600MT/s RDIMMS	Dell	(331-4424)	1
Performance Optimizec	Dell	(331-4428)	1
300GB 15K RPM SAS 6Gbps 3.5in Hot-plug Hard Drive	Dell	(342-2078)	2
Electronic System Documentation and OpenManage DVD Kit for R320	Dell	(331-6962)	1
DVD, SATA	Dell	(318-2099)	1
ReadyRails Sliding Rails With Cable Management Arm	Dell	(331-4765)	1
Dual Hot Plug Power Supplies 350W	Dell	(331-7022)	1
Power Distribution Board for Hot Plug Power Supplies	Dell	(331-7027)	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter	Dell	(310-8509)	2
Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs	Dell	(618-BBDS)	1
Windows Server 2012R2 Standard, Media, FI Enterprise Ed Downgrade image, Enc	Dell	(634-BBPB)	1
5-pack of Windows Server 2012 Remote Desktop Services, User	Dell	(421-9221)	1
Storage Array	**Manuf**	**Part No**	**Qty**
1.2TB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive	Dell	(400-AAIW)	9
Cisco LAN Switch	**Manuf**	**Part No**	**Qty**
Cisco Catalyst 3750X-24P-E - switch - 24 ports	Cisco	(WS-C3750X-24P-E)	3
Cisco SMARTnet extended service agreement	Cisco	(CON-SNT-3750X2PE)	3
Cisco power cable	Cisco	(CAB-3KX-AC)	3
Cisco IOS Universal with Web Based Device Manager	Cisco	(S375XVK9T-12258SE)	3
Cisco - expansion module - 2 ports	Cisco	(C3KX-NM-10G)	3
Cisco StackWise stacking cable - 1.6 ft	Cisco	(CAB-STACK-50CM)	3
Cisco power cable - 1 ft	Cisco	(CAB-SPWR-30CM)	3
Cisco - power supply - hot-plug / redundant - 715 Wat	Cisco	(C3KX-PWR-715WAC)	3
Time Server	**Manuf**	**Part No**	**Qty**
SyncServer 300	Symmetricom	SyncServer 300	1
Tape Loaders for Archival	**Manuf**	**Part No**	**Qty**
PowerVault TL2000 Tape Library, 2U, 24 Slot, 1 or 2 Drives	Dell	(225-4565)	1
6Gb SAS HBA, Dual Port	Dell	(342-1091)	1
Qty2, 6Gb, EXT,CBL,I/O,SAS,4MTR	Dell	(330-8773)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extendec	Dell	(984-9544)	1
ProSupport : 7x24 HW / SW Tech Support and Assistance , 5 Year	Dell	(984-9724)	1
Dell Hardware Warranty, Extended Year(s)	Dell	(985-3228)	1
Dell Hardware Warranty Plus OnSite Service Inital YR	Dell	(985-3238)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Yea	Dell	(988-9190)	1
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-335	Dell	(989-3439)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year	Dell	(990-9697)	1
On-Site Installation Declined	Dell	(983-5227)	0
Proactive Maintenance Service Declined	Dell	(926-2979)	0
LTO5 Media 15PK	Dell	(342-1166)	1
LTO5 Tape Labels, 1-60	Dell	(389-BCFM)	1
LTO Tape Cleaner	Dell	(310-8733)	1
Documentation and Shipping	Dell	(340-AKUK)	1
DMZ Switch	**Manuf**	**Part No**	**Qty**
Cisco Catalyst 2960 series 7-port switch	Cisco	2960G-8TC-L	1
Plaza			
Third Party Software	**Manuf**	**Part No**	**Qty**
Microsoft Exchange Server - Standard Edition	MicroSoft	N/A	1
Microsoft Visual Studio	MicroSoft	N/A	1
Symantec Endpoint Protection - (v. 12.1) - license + 1 Year Essential Support - 1 user - Symantec Buying Programs : Express -level D (100-249)	Symantec	0E7IOZF0-EI1ED	15
Patch Manager - License + 1 Year Maintenance - up to 250 nodes - Wir	Solarwinds	11001-SOW	1
ORION NPM SL100 1SVR LIC W/MAINT	Solarwinds	1247	1
Symantech Back-up Exact	Symantech	N/A	1
Rack	**Manuf**	**Part No**	**Qty**
Switch PDUs	APC	AP8841	1
APC NetShelter SX Enclosure with Sides - rack - 42U	APC	AR3100	1
APC rack cable management panel (vertical	APC	AR8442	1
UPS	**Manuf**	**Part No**	**Qty**
Liebert GXT3 UPS, 3000VA (* exact model number must match existing plaza power requirements	Liebert	GXT3-3000RT120*	5

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

7. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Downtown Improvement Board, in the amount of $287,500, to be paid from the Tourist Promotion Fund (108), Cost Center 360105, Account 58201, for the purchase of holiday lights and the performances of the Pensacola Pelican Drop, as approved by the Board on March 19, 2015.

8. Adopting the Resolution *(R2015-80)* approving Supplemental Budget Amendment #146, Local Option Sales Tax III Fund (352), in the amount of $1,950,000, to recognize proceeds from a State of Florida, Department of Transportation Economic Development Transportation Project Fund Agreement, and to appropriate these funds for transportation improvements on County Road 184 (Muscogee Road) and State Road 95 (US 29), in Escambia County.

9. Awarding Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge, and approving the *Agreement Relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048)*, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, effective July 1, 2015, for a term of one year, with options for renewal for up to four additional 12-month periods, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for one manager, four supervisors, and 25 toll collectors (Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401).

10. Approving, and authorizing the Chairman to sign, the *Agreement for Consulting Services (PD 14-15.046)* between Escambia County and Crossroads Consulting Services, LLC, per the terms and conditions of PD 14-15.046, Community Recreation and Sports Tourism Needs and Facility Feasibility Study, for a lump sum of $97,500, and travel expense allowance of $4,800, for a total of $102,300 (Funding: Fund 108, Tourist Promotion Fund, Cost Center 360105 – $51,150; Fund 102, Economic Development Fund, Cost Center 360704 – $51,150).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8071 **County Administrator's Report 8. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/02/2015
Issue: Toll Collection Personnel Services at Bob Sikes Bridge PD 14-15.048
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Toll Collection Personnel Services at Bob Sikes Bridge - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge, and approve the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, effective July 1, 2015, for a term of 1 year, with options for renewal for up to 4 additional 12-month periods, subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors.

[Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401]

BACKGROUND:
The Office of Purchasing advertised the solicitation in the Pensacola News Journal on April 6, 2015. Eight firms were notified on April 6, 2015. A total of five bids were received on May 21, 2015, and one "no bid" was received on May 21, 2015. JJW Services, Inc., d/b/a Accustaff, is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 167 Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:
Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE: PD 14-15.048 TOLL COLLECTION PERSONNEL SERVICES AT BOB SIKES BRIDGE

N/A

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.The Office of Purchasing advertised the solicitation in the Pensacola News Journal April 6, 2015. Eight firms were notified on April 6, 2015. A total of five bids were received on May 21, 2015 and one "no bid" was received on May 21, 2015. JJW Services Inc.d/b/a Accustaff is the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab
Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Toll Collection Personnel Services at Bob Sikes Bridge BID # PD 14-15.048						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 05/5/2015 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Bid Bond or Check	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addenda	Grand Total
Jag Professional Resources	Y	NA	Y	Y	Y	Y	$353.64
JJW Services, Inc, DBA Accustaff	Y	NA	Y	Y	Y	Y	$345.74
Blue Arbor, Inc.	Y	NA	Y	Y	Y	Y	$359.80
Keegan Temps, Inc.	Y	NA	Y	Y	Y	Y	$415.72
Fanguil, Inc.	No Bid						
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator			DATE: 05/5/2015			
BIDS TABULATED BY:	Lori Kistler, SOSA			DATE: 05/5/2015			
BIDS WITNESSED BY:	Lori Kistler, SOSA			DATE: 05/5/2015			

CAR DATE 5/21/2015 **BOCC** DATE 5/21/2015

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to JJW Services, Inc., DBA Accustaff in the amount of $410,000.

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:

Posted @ 12:00 p.m. CDT on 05/6/2015

JFP/lk

AGREEMENT RELATING TO TOLL COLLECTION PERSONNEL SERVICE FOR THE BOB SIKES TOLL BRIDGE (PD 14-15.048)

This Agreement is made this ___ day of _____, 2015, 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 JJW Services, Inc. d/b/a Accustaff, a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 52-2107466 and whose principal address is 220 West Garden Street, Suite 805, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Escambia County (hereinafter referred to as "County") owns and operates the Bob Sikes Toll Bridge (hereinafter referred to as the "Bridge") which spans Santa Rosa Sound connecting Pensacola Beach, Florida to the City of Gulf Breeze, Florida; and

WHEREAS, the Florida Legislature has authorized operation of the Bridge as a County toll facility; and

WHEREAS, the County is authorized to contract for the operation of toll facilities used in connection with the roads and bridges of Escambia County; and

WHEREAS, the County issued an Invitation to Bidders seeking bids for toll collection personnel service for the Bob Sikes Toll Bridge (PD 14-15.048); and

WHEREAS, the 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 such 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 on July 1, 2015, and continue for a term of one (1) year unless terminated earlier pursuant to paragraph 7. Upon mutual agreement of the parties, the contract may be renewed for up to four (4) additional twelve month periods.

After exercising all options to renew, the County may extend the Agreement for up to 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 contract term. 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 of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's Invitation to Bidders for Toll Collection Personnel Service for the Bob Sikes Toll Bridge, Specification No. P.D. 14-15.048, 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 in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated May 5, 2015, 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 may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for services rendered 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. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Employment Practices Liability with $1,000,000 per occurrence minimum limits.

(d) Florida statutory Workers' Compensation.

(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. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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: JJW Services, Inc.
Attention: Julie Estess
220 West Garden Street, Suite 805
Pensacola, Florida 32502

To: 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 Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of

the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR:

_____
By: Julie J. Estess

ATTEST:

By: _____
Corporate Secretary
(SEAL)

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/18/15

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TOLL COLLECTION PERSONNEL SERVICE
BOB SIKES TOLL BRIDGE
SPECIFICATION PD 14-15.048

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.

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURES

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)

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

TOLL COLLECTION PERSONNEL SERVICES
BOB SIKES TOLL BRIDGE

SPECIFICATION NUMBER PD 14-15.048
A Pre-Solicitation will be held on April 22, 2015 at 10:00 a.m., CDT at the Office of Purchasing, Conference Room 11.407
All Bidders are encouraged to attend.

BIDS WILL BE RECEIVED UNTIL: Wednesday, May 5, 2015, 3:00 p.m., CDT
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

Steven L. Barry, Chairman
Grover Robinson, IV, Vice-Chairman
Wilson Robertson
Doug Underhill
Lumon May

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd 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
Website: www.myescambia.com

Technical Assistance:
David V. Forte
Program Manager
Public Works
3363 W. Park Place
Pensacola, FL 32505
Tel: (850) 595-3595
Fax: (850) 595-3405
Email: dvforte@co.escambia.fl.us

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

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 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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 (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

TOLL COLLECTION PERSONNEL SERVICES
BOB SIKES TOLL BRIDGE
PD 14-15.048

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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, 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
TOLL COLLECTION PERSONNEL SERVICE – BOB SIKES TOLL BRIDGE
SOLICITATION NUMBER: PD14-15.048

SOLICITATION

MAILING DATE: Monday, April 6, 2015

PRE-BID CONFERENCE: Non-mandatory Pre-Sol. Conf. will be held April 22, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: May 5, 2015, Tuesday, 3:00pm, CDT 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 RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

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_____ Date
Signature of Person Authorized to Sign

ATTEST:_____ Date
Corporate Secretary

(CORPORATE SEAL)

ATTEST:_____ Date
Witness

ATTEST:_____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By_____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date_____

Effective Date_____

BID FORM

Specification Number FD14-15.048

TOLL Collection Personnel Services - for Bob Sikes Toll Bridge

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida

Date: _____

Commissioners:
In accordance with your "Invitation for Bids" and "Instructions to Bidders for TOLL Collection Personnel Services Bob Sikes Toll Bridge 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:

General Description with Typical Job Titles (1)	No. of Employees (2)	All –in Rate (3)	Total – Col. (2) x Col. (3) (4)
Manager	1		
Supervisors	4		
Toll Collectors	25		

Total Bid Amount = Sum of Column (4) $_____

Toll Collectors currently operate with Morning shift, Mid-Day shift and Night/Overnight shift schedule.

Submittals with any deviation from this format will be disqualified.

All costs associated with personnel administration, tests, background checks, etc. performed as part of the performance under this contract as requested by Escambia County or required by law shall be included in the All-In Rate.

The Manager/Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.

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_____ Bidder:_____

Occupational License No._____
Bid Form Cont.
Page 2

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

By:_____

Signature:_____

Title:_____
Address:_____
_____

Person to contact concerning this bid:
_____
Phone/Toll Free/Fax #_____
_____
E-Mail Address:_____
Home Page Address:_____
Person to contact for emergency service:
_____
Phone/Cell/Pager #:_____
_____

Person to contact for disaster service:
_____
Home Address:_____
_____
Home Phone/Cell/Pager #:_____
_____

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: _____

(Revised 12/21/01)

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***

(Revised 4/05/05)

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 14-15.048, "Toll Collection Services", 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 Services **see Exhibit B**

2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) 850-595-4807. Technical questions may be directed to David Forte, 850-595-3595, (Fax) 850-595-3405, no later than Friday, close of business, 5:00 p.m., CDT, April 22, 2015. No later than 5:00pm, CDT, April 29, 2015.

3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form, which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **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 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

5. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing 213 Palafox Place, 213 Plafox Place, 2nd Floor, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday April 22, 2015, at 10:00 a.m., CDT.

6. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

7. **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.

8. **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 sixty (60) 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.

9. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) month with options for additional twelve (12) months extensions for a total period not to exceed sixty (60) months.
An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

10. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **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 reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **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, 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.

14. **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.

15. **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.

16. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the services listed on the bid form.

17. **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/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. **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.

19. **Award**

Bidders shall provide an "All-In Rate" for each category on the Bid Form. Award of the contract shall be based on the bidder with the lowest total dollar amount of the bid..

20. **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.

21. **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.

22. **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.)

23. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

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
   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.

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.

Exhibit A

SCOPE OF SERVICES

SPECIAL PROVISIONS, CONDITIONS AND SPECIFICATIONS
TOLL COLLECTION PERSONNEL SERVICES

1.0 INTENT AND SCOPE

1.1 Intent

It is the intent of Escambia County (County) to secure a contract for full-time and part-time toll collector positions and other personnel to manage, supervise and operate the toll collection functions for the Bob Sikes Toll Plaza, which positions are currently provided by contracted personnel. The Contractor will be required to provide additional toll collectors and other personnel as requested by the County.

This is an indefinite quantity contract whereby the Contractor agrees to furnish services during a prescribed period of time. The specific time period completes such a contract. The County, based on need and availability of budget, may increase or decrease the annual maximum total compensation by Supplement Agreement.

1.2 Scope

The work to be performed under the Contract includes furnishing all labor and associated materials, office supplies, transportation, toll charges, support assistance, phone service (3 lines), security & fire service (1) and incidentals necessary to manage and provide full-time and part-time personnel to collect tolls on an as-needed basis, and to provide personnel to perform daily audits and counts of change and funds collected, prepare daily deposits and system-generated audit reports; prepare monthly audit and other reports as herein required.

The addition or deletion of service may be caused by, but is not limited to changes in staffing requirements, availability of funds, and discontinuance of toll collection.

1.3 Additional Personnel Services

The County may elect to add additional contracted employee services. Prices of the additional services and the scope must be agreed upon in writing by both parties.

2.0 GENERAL

2.1 The Contractor will provide the services and complete the work in accordance with these Special Provisions, Conditions and Specifications and as directed by the Contract Manager, to be identified by their designated representative.

2.2 The Contractor's personnel will be competent for the particular type of work. The Contractor will be fully responsible for the performance of the Contractor's organization

and completion of all work under the Contract.

3.0 CONTROL OF WORK

3.1 Escambia County Transportation and Traffic Operations Division will oversee all day-to-day activities required to manage, supervise, maintain and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, determination of collector staffing and scheduling needs, money collection and storage, money handling and counting, deposit preparation and verification, toll accounting, deposit reconciliation and audits, facility security, and toll facility management.

3.2 The Contractor will maintain a local office within Escambia County or Santa Rosa County and will provide the address for the local office.

3.3 All work will be subject to acceptance by the County, which will evaluate the Contractor's work for compliance with the Contract. The County's Contract Manager, or designee, will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the County.

4.0 LICENSES AND FEES

The Contractor will be responsible for all licenses and fees associated with the performance of this Contract.

5.0 RESPONSIBILITY FOR DAMAGES/LIABILITY INSURANCE

The Contractor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Contractor's work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Contractor, or its employees, agents or invitee, will
be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

6.0 BEGINNING WORK

Services to be provided under this Contract will commence pursuant to written notice from the Contract Manager. The County anticipates requesting services to begin July 1, 2015. The Contract Manager may call a pre-work conference prior to the Contractor commencing work to review the proposed work with the Contractor.

7.0 SUSPENSION OF WORK

The County has the right (exercised from time to time) to suspend the work covered by the Contract, wholly or in part, for such period as may be deemed necessary. Such suspension, if ordered, will be in writing and will provide detailed reasons for the suspension.

8.0 CONTRACTOR'S RESPONSIBILITIES

8.1 Staffing and Duties

The Contractor shall develop, implement, and maintain a staffing plan to undertake the duties described herein. The Contractor shall identify all necessary positions, minimum staffing requirements, and develop job descriptions which meet the minimum requirements for education, language proficiency, and experience set forth herein. The staffing plan shall include the following categories at a minimum: administrative staff, toll collection personnel, audit and accounting staff, and managers / supervisors.

The toll plaza facility to be staffed in accordance with this plan consists of four (4) lanes at the toll plaza facility in conjunction with the required staff to operate the annual pass sales desk located within the SRIA main office building located at: 1 Via DeLuna Drive, Pensacola, Florida. The toll plaza facility located at 415 Pensacola Beach Blvd, Pensacola Beach, FL. with the administrative office located in lane # 4 at the Bob Sikes Toll Plaza, which is the western most lane of the plaza.

The audit and accounting duties of the Contractor shall include the performance of daily audits and counts of change and revenue. The audits shall be documented through system-generated reports to be prepared and submitted to the County daily. Summary reports may be required on a monthly basis.

The Contractor shall be accountable for 100% of all toll transactions processed by each toll lane in the system. Verification and reconciliation of each day's toll transactions shall be conducted by the Contractor on a daily basis. The Contractor shall also be responsible for the sale of Automatic Vehicle Identification (AVI) passes and for verifying and reconciling all AVI account transactions processed at the toll plaza facilities.

The Contractor shall prepare all revenues for deposit daily at times to be specified by the Clerk of the Court of Escambia County or designee. All deposit slips shall be reconciled against collected revenues and transactions processed and a copy should be forwarded to the Escambia County Transportation and Traffic Operations Division and the Clerk of the Court of Escambia County or designee. An armored car service, under separate contract with Escambia County, will retrieve the daily deposits from the Administrative Office at the toll facility and transport them to the bank.

The Contractor will furnish personnel service to collect tolls at times and locations required by the County. (A sample work schedule is provided in (Attachment 1.) The Contractor will be responsible for the scheduling of the personnel.

The Contractor will develop minimum staffing levels to meet scheduling requirements for the toll facility.

The level of personnel required for toll collection may be increased or decreased, at any time, by the County under the following guidelines.

1. When an emergency condition exists, which requires additional employees to handle emergency traffic conditions on a temporary basis, the Contractor will provide the additional employees as quickly as possible, but no later than two (2) hours after verbal notification to the Contractor by the County.

2. The Contractor will be responsible for providing replacement employees for scheduled Contractor employees who fail to report to work or are otherwise unavailable. The Contractor is required to provide replacement toll collectors for the scheduled Contractor employee who

fails to report to work as quickly as possible, but no later than one (1) hour before the beginning of the scheduled shift, or at the beginning of the scheduled shift start time, if notified at least one (1) hour before the scheduled shift.

3. As a result of holidays, special events, changes in traffic patterns, or other operational requirements, the County may request the Contractor to provide expanded lane hours, whether by adding additional shifts using current Contractor employees or by adding additional Contractor employees as may be required to meet these changes. Such actions will be accomplished by means of a written authorization from the Contract Manager. Upon receipt of such request for additional employees, the Contractor will provide these additional employees as soon as possible but no later than one (1) week following authorization by the County.

4. During emergencies or heavy traffic situation when a Contractor employee fails to report to work, or as a result of an unfilled shift, the County may require another Contractor employee from the off-going shift to remain on duty until the replacement employee arrives. Compensation for any such shift extension will be at the Contractor's hourly rate. No overtime additive will be paid by the County for any hours worked by Contractor employees.

8.2 Stable Workforce

The Contractor will provide a stable workforce, which will include both full-time and part-time employees. The Contractor will minimize turnover rates by providing salaries competitive within the area, and benefits to their employees when deemed necessary. The Contractor will be required to provide information regarding benefits that will be provided to full-time personnel, and documentation substantiating competitive pay rates.

The Contractor will be responsible for tracking contract employee turnover and providing quarterly reports to the County.

Unsatisfactory turnover rates, which affect the Contractor's ability to provide the required services to the County, will be cause for termination of the Contract.

8.3 Minimum Qualifications

Personnel provided by the Contractor must meet the following minimum qualifications:

1. One (1) year cash handling experience on a computerized cashiering system;

2. Possess a high school diploma or equivalency.

3. Demonstrate ability to speak, understand and write the English language proficiently.

4. United States Citizen or possess a current Alien Registration Card, Form I-151.

5. Possess a valid Florida driver's license and insurable.

In addition, the personnel provided must be capable of performing duties as follows:

1. Accurately classify vehicles and collect proper toll amounts from motorists traveling through a toll lane. Make proper change and issue receipts to motorists.

2. Operate proficiently the County's toll collection equipment.

3. Represent the County in dealing with motorists in a courteous, friendly, professional and helpful manner. Speak and understand English proficiently to effectively communicate with motorists and respond to inquiries.

4. Accurately, thoroughly and legibly complete operational reports reflecting toll lane activity and prepare accurate cash deposit on all monies collected.

5. Safely travel by foot in toll lanes carrying up to 25 pounds.

6. Perform other related duties as assigned by the supervisor.

8.4 Screening Process

The Contractor will establish and maintain a screening process for potential employees assigned to the project. This process will include a means to exclude individuals with criminal records or other backgrounds which could jeopardize the Contractor's ability to properly provide the specified services. The safe and proper handling of toll revenues, and the ability to effectively communicate and deal with the motoring public, will be the focus of the screening process. The County reserves the right to review the Contractor's screening process and to request changes as required by the County.

8.5 Employment of Relatives

The Contractor will ensure that no Contractor employee is assigned to work at a County location where a relative of the employee is assigned. This requirement applies to all relatives of the Contractor employees, either employed by the County or Contractor.

8.6 Personnel Files

The Contractor will establish and maintain personnel files on each employee assigned to the Contract. The file will include a complete set of fingerprints taken by a local law enforcement officer, a recent photograph and a completed background check. This information must be on file prior to an employee being assigned to this project. The County reserves the right to review personnel files and to require the Contractor to provide employee information such as a photo, fingerprints, social security number, addresses, etc.

The file will also include receipts signed by the employee for uniforms and employee access cards issued; and performance documentation provided by the Contractor and the County.

8.7 Photo Identification, Name Tags and Access Cards

The Contractor will provide each employee with a photo identification badge to identify the individual as an employee of the Contractor. The employee must have the identification badge with them while assigned to work at the toll facility.

The Contractor will also provide the contracted employee with a name badge that is required to be worn at all times while working in the toll lanes.

8.8 Senior Level Manager and Communication

The Contractor will provide a senior level employee to act as the Contractor's manager during the term of the Contract, with authority to act on behalf of the Contractor in any matter related to the personnel assigned. The Contractor's manager and an alternate will speak, understand and write the English language and be available and on-call on a 24 hours a day basis during the term of the Contract.

The Contractor will provide emergency telephone numbers. The Contractor will respond to the County within thirty (30) minutes of initial contact (phone or text messages, etc.)

8.9 Employment Matters

The Contractor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline and discharge of personnel provided by the Contractor. The Contractor will be an independent contractor of the County in performance of its duties herein. The Contractor's personnel performing services under the Contract will at all times be under the Contractor's direction and control and will be employees of the Contractor and not employees of Escambia County. The Contractor will pay all wages, salaries and other amounts due is employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment Compensation, Worker's Compensation, employee benefits and similar matters.

8.10 Employee Direction

The Contractor's employees will follow the directions and instructions of the County's designated representative and will be subordinate to these individuals while on duty at the toll facility.

The County will provide the Contractor written documentation on employee performance problems. The Contractor will be responsible for initiating corrective and progressive disciplinary action to the contracted employee. The Contractor will provide the County with written notification of action initiated.

8.11 Employee Removal

Escambia County reserves the right to require the immediate removal, from the project, of any Contractor employee whom the County identifies as a potential threat to the health, safety, security or general well-being of the County customers, employees, agents or assets or whom the County determines does not meet the minimum performance requirements of the work. If such removal request of an employee occurs during the employee's regular shift, the Contractor, if directed by the County, will provide a replacement as soon as possible, but within two (2) hours.

The County requests an employee's removal from this project, not their termination. Under no circumstances will the Contractor or its representatives inform the contracted employee that they are being terminated at the request of the County or any representative of the County. The Contractor will take full responsibility for termination of a contracted employee.

8.12 Shift Report and Time Keeping

The Contractor will maintain employee shift reports and time records for review by the County. Employees will be required to record their shift starting and ending times and all rest or meal breaks contractor provided prescribed forms or by use of an electronic timekeeping device.

The Contractor will verify hours worked with the toll facility manager or supervisor weekly/ monthly, and contract will be paid as hours worked.

The County will pay for the Contractor's hourly rate for hours worked collecting tolls or training as required by the County. All other hours will be considered non billable and should not be reflected on the daily time log. Overtime will be billed at hourly rate.

8.13 Tolls and Transportation

For the use of the toll facility, the Contractor will be required to pay toll charges, for passage of all vehicles, equipment and personnel at the standard rate applicable to the general public. Some employees are required to travel through the toll lanes to report to work at the toll facility. Contractor employees will be required to pay all toll charges at any time they pass through a toll facility.

The County will require the Contractor to directly reimburse its toll collection employees for all toll charges the employees are required to pay that are directly related to work performed by the employees under this Contract, except tolls incurred when reporting to work.

These toll charges cannot be waived nor will they be reimbursed by the County. The cost of all toll charges will be presumed to have been included in the Contract hourly rate proposal. The hourly contracted rate offered by contractor and accepted by the County is assumed to be all inclusive and will be the only avenue for payment to the Contractor.

9.0 ORIENTATION AND TRAINING

9.1 Orientation Program

The Contractor will develop and furnish a general Orientation Program for all Contractor toll collection employees. The Program will be submitted to the County for review and approval prior to the commencement of work. Specific subjects to be covered in the Contractor Employee Orientation Program will include an overview of the County's toll operations, customer service, safety, toll charges, uniform requirements, an explanation of specific contact provisions related to employee behavior and performance. Each Contractor employee must complete the Contractor's Orientation Program prior to reporting to work at a toll facility. The Contractor must provide County staff written certification of the Orientation Program completion for each Contractor employee.

9.2 Operational and Toll Equipment Training

Upon completion of the Contractor's approved Orientation Program, Contractor employees will be assigned to the toll facility for operational and toll equipment training, including "hands-on" operation of the equipment. The County may also require Contractor employees to attend periodic training throughout the Contract period. The Contractor will develop and furnish an "on the job" training program using contracted employees as trainers. The Program will be submitted to the Department for review and approval prior to commencement of work.

9.3 Additional Training

The Contractor may be required to work with the County in developing and furnishing additional training programs for contracted employees, including but not limited to, Safety, Sexual Harassment, Work Place Violence, and Customer Relations.

9.4 Training History and Records

The Contractor will be required to maintain records on contracted employees' training history. The Contractor will provide these reports at the request of the County.

9.5 Training Hours Compensation

While Contractor employees are attending either initial or follow up County provided or mandated training, the County will pay for these hours at the contract hourly rate.

9.6 Completion of Training

Failure to successfully complete any training session will exclude the Contractor employee from being assigned to the project for the remainder of the Contract period.

10.0 ESCAMBIA RESPONSIBILITIES

10.1 Supervisor of Operations

Escambia County will be responsible for overseeing the day-to-day activities required to manage, supervise, and operate the toll facilities. Such activities include, but are not limited to, collector reporting, shift operations, money collection and storage, deposit preparation and verification, operational reporting, toll accounting and audits, facility security and maintenance, and toll facility management.

10.2 Staffing Requirements

The County will provide contract administration functions and will establish and adjust toll collection staffing requirements. On-duty supervisors and managers at the toll facility locations will be responsible for contacting the Contractor to request additional personnel should the number of on-duty employees be inadequate at any time. Employees of the County will not be responsible for coordinating work schedules directly with the Contractor's toll collection employees.

10.3 Performance Concerns

The County will be responsible for notifying the Contractor of collector performance problems, including unacceptable cash variances and other violations of Escambia County procedures. Notification of individual collector performance concerns will be made in writing to the Contractor's Manager.

10.4 Employee Uniforms

The Contractor will provide uniforms to all Contractor toll collection personnel assigned to the Contract, which are subject to the approval of Escambia County. The Contractor will be responsible for informing contracted employees of any County uniform policies and procedures and to ensure uniforms are maintained in a presentable manner.

11.0 REPORTS

11.1 Billing Summary

The Contractor will provide a Summary Report (corresponding to the billing cycle) that includes:

1. Copies of Daily Time Logs for all work locations.
2. Total billable hours (by billing period hours broken down to by toll facility). Billable hours are based off the all-in-rate provided by the Contractor and approved by the County.
3. Payment status of all subcontractors, vendors and employees through the date of the billing invoice, and if not current, a description of the non-current items and the reasons.

11.2 Weekly Reports

The Contractor will provide a weekly report, in a format approved by the County, to include, but not limited to, the following information.

1. Employees hired and date of hire.
2. Employees terminated and date terminated.
3. Open shifts, by date.
4. Double shifts worked.
5. Number of contracted employees needed to be hired to meet projected minimum staffing requirements.
6. Current contracted employee rosters including hire date and full-time or part-time designation.

11.3 Turnover Reports

The Contractor will track employee turnover and provide quarterly reports in a format approved by the County. 31

11.4 Training History

The Contractor will maintain records on contracted employees' training history. The Contractor will provide training reports at the request of the County.

11.5 Audit and Accounting Reports

The Contractor shall provide the daily and monthly audit and accounting reports described in section 8.1.

11.6 Operations and Procedures Reporting and Manuals

The Contractor shall develop in conjunction with the County, additional reporting procedures which the parties may determine would be of assistance and advisable in the provision of these services. Operations and procedures shall be set forth in manuals upon the request of Escambia County.

Example Schedule
ATTACHMENT I

Bob Sikes Toll Facility

Weekly Schedule

Names	MON	TUES	WED	THURS	FRI	SAT	SUN
	03/23/15	03/24/15	03/25/15	03/26/15	03/27/15	03/28/15	03/29/15
Manager	7a-5p	7a-5p	7a-5p	7a-5p	OFF	OFF	OFF
Supervisor	5p-1a	5p-1a	5p-1a	5p-1a	5p-1a	OFF	OFF
Supervisor	8:15-4:15	8:15-4:15	8:15-4:15	OFF	9a-5p	OFF	OFF
Supervisor	OFF	OFF	OFF	OFF	OFF	9a-5p	9a-5p
Supervisor	OFF	OFF	OFF	4-12:15	4-12:15	5p-1a	5p-1a
Toll Collector	3:30-11:30	3:30-11:30	3:30-11:30	OFF	OFF	3:30-11:30	OFF
TC	2:45-8:15	OFF	2:45-8:15	OFF	2:45-8:15	OFF	OFF
TC	OFF	OFF	OFF	3:30-11:30	OFF	4:15-9:15	3:30-11:30
TC	4-12:15	4-12:15	4-12:15	OFF	OFF	OFF	4:15-8:15
TC	7:45-3:45	7:45-3:45	7:45-3:45	7:45-3:45	7:45-3:45	OFF	OFF
TC	7a-3p	7a-3p	7a-3p	7a-3p	7a-3p	OFF	OFF
TC	OFF	OFF	OFF	SRIA	SRIA	8:30-4:30	8:30-4:30
TC	OFF	OFF	OFF	OFF	8:15-4:15	8:15-4:15	8:15-4:15
TC	SRIA	SRIA	SRIA	OFF	OFF	OFF	OFF
TC	OFF	OFF	OFF	OFF	3:30-11:30	4-12:15	4-12:15
TC	OFF	OFF	OFF	OFF	OFF	7:45-3:45	7:45-3:45
TC	OFF	OFF	OFF	8:15-4:15	12p-8p L4	10a-6p L4	10a-6p L4
TC	OFF	2:45-8:15	OFF	2:45-8:15	OFF	OFF	OFF
TC	12a-8a	12a-8a	OFF	OFF	12:30-8:30	12:30-8:30	12:30-8:30
TC	12:30-8:30	12:30-8:30	12:30-8:30	12:30-8:30	OFF	OFF	OFF
TC	OFF	OFF	12a-8a	12a-8a	12a-8a	12a-8a	12a-8a

EXHIBIT B

(Agency Letterhead)

Temporary Employee Disclaimer

I, _____, understand that I am an employee of
(Temporary Employee)
_____, not Escambia County Board of County
(Agency)
Commissioners (BCC). Furthermore, I understand the Escambia County BCC provides NO employee benefits to persons assigned to work at the BCC through an employment agency or service. This means I am NOT eligible to receive health insurance, leave, retirement, workers compensation or other benefits from the County as a result of my work assignments through _____ to Escambia County BCC. As an
(Agency)
employee of _____, I am, however, eligible for the benefits
(Agency)
that are exclusively offered through them.

I, _____, hereby acknowledge that I have completed an
(Temporary Employee)
orientation from _____ regarding the policies, procedures, safety
(Agency)
practices and expectations for my assignment with Escambia County BCC.

Furthermore, I understand that at no time is it guaranteed or said that Escambia County BCC will hire me as a regular employee.

_____ _____
Temporary Employee Signature Date

_____ _____
Job Title Department

_____ _____
Agency Representative Signature Date

EXHIBIT C

Agency Disclaimer

Escambia County Florida provides no temporary employee benefits to persons from employment agencies or services. Temporary employee benefits (if any) are provided by the employment agency or service-company providing such personnel to Escambia County.

Such employment agencies or service companies shall certify to Escambia County as a condition of employment that they have individual disclosure documents executed by each temporary employee stating that any employment benefits provided to such temporary employees shall be exclusively from the employment agency or service-company which provide such persons to Escambia County.

In no event shall any person employed by such employment agencies or service companies rendering services or labor to Escambia County be eligible to receive health insurance, leave, retirement, workers compensation or other State of Florida employment benefits from the County as a result of work assignments to Escambia County.

I hereby certify that _____ will obtain
Agency Name

signed disclosure documents from every temporary employee provided to Escambia County.

Signature: _____ _____
Date

_____
(Print Name/Title)

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS, CPPO
Purchasing Manager

April 27, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: **Toll Collection Personnel Services at Bob Sikes Bridge**
Specification Number PD 14-15.048

Bidders:

This Addendum #1 for the following:

Answers to Vendor's Questions

Q. Current Pay rates per position
A. We do not know the Pay rate of the employees employed with current Contractor.

Q. Current Bill rates per position-
A. See chart below

Q. Number of hours billed per year per position
A. Do not know

Q. Amount of overtime hours per position
A. Do not know

Q. Annual amount reimbursed to Escambia County because of deposit shortages or discrepancies with audits
B. Do not know

Q. Number of incidents requiring the current vendor to pay for property damage
A. Do not know

Q. Total spend for contract by Escambia County by year (since the time the county acquired this operation).
A Contract was for $374,129.00

Q. Can a Landrum representative visit the Toll Booth this week to ask questions of current supervisors and observe operation?

A. Anyone that wants to visit the BSB toll facility will need to coordinate with Ms. Cheryl Messier (email attached herein) and her phone number is 850.595.0203. Or they can contact me at either dvforte@myescambia.com or 850-554-8187.

Position	Bill Rate
	11.19
Supervisor-Asst	13.72
Night Supervisor/Auditor	13.90
Supervisor	12.51
Manager	26.36

Q. The All-In Rate, is this total per year? We would like to see a break down in the All-in-Rate into pay rate for the each category of employees, and a Bill Rate for each category and then a total per year.
A. Yes. Bill Rate above

Q. Does the county want to know the billing rate per hour per position?
A. Yes, Each position.

Q. On page 4 BID FORM, it states the Manager/Site Supervisor will be an employee of the agency. Does this mean they would be a county employee?
A. No- the Manager & Site Supervisors will be employees of the staffing agency.

Q. I would like clarification of the $397,000.00 budget figure that David Forte stated in the pre-bid meeting if that would cover employee wages, or just the expense of operating the toll booth.
A. That is approximately the figure that covers staffing. The toll operations budget is approximately $600K.

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

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____
COMPANY:
JP/lk

Addendum 1
14-15.048

BID FORM
Specification Number PD14-15.048
TOLL Collection Personnel Services - for Bob Sikes Toll Bridge

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida

Date: 05/05/2015

Commissioners:
In accordance with your "Invitation for Bids" and "Instructions to Bidders for TOLL Collection Personnel Services Bob Sikes Toll Bridge 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:

General Description with Typical Job Titles (1)	No. of Employees (2)	All-in Rate (3)	Total-- Col. (2) x Col. (3) (4)
Manager	1	25.41	25.41
Supervisors	4	13.27	53.08
Toll Collectors	25	10.69	267.25

Total Bid Amount = Sum of Column (4) $ 345.74

Toll Collectors currently operate with Morning shift, Mid-Day shift and Night/Overnight shift schedule.
**Submittals with any deviation from this format will be disqualified.*
All costs associated with personnel administration, tests, background checks, etc. performed as part of the performance under this contract as requested by Escambia County or required by law shall be included in the All-In Rate.

The Manager/Site Supervisor will be an employee of the Agency and all administrative costs associated with this position should be included in the implementation of the contract.

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 4/27/15 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 P98000033317

Bidder: JJW SERVICES, INC DBA ACCUSTAFF

By: JULIE J. ESTESS

EXHIBIT B

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
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
TOLL COLLECTION PERSONNEL SERVICE – BOB SIKES TOLL BRIDGE
SOLICITATION NUMBER: PD14-15.048

SOLICITATION

MAILING DATE: Monday, April 6, 2015
PRE-BID CONFERENCE: Non-mandatory Pre-Sol. Conf. will be held April 22, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All bidders are encouraged to attend.
OFFERS WILL BE RECEIVED UNTIL: May 5, 2015, Tuesday, 3:00pm, CDT 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: 52-2107466
TERMS OF PAYMENT: 30 days
DELIVERY DATE WILL BE 1 ___ DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: HW SERVICES, INC DBA ACCUSTAFF
ADDRESS: 220 W. GARDEN ST, SUITE 805
CITY, ST. & ZIP: PENSACOLA, FL 32502
PHONE NO.: (850) 477-9915
TOLL FREE NO.: (____)
FAX NO.: (850) 477-9781

REASON FOR NO OFFER:

JULIE J. ESTESS, FRANCHISE OWNER
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** Julie J. Estess
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 _____ Date
Signature of Person Authorized to Sign

ATTEST: _____ Date
Corporate Secretary

(CORPORATE SEAL)

ATTEST: _____ Date
Witness

ATTEST: _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Toll Collection Personnel Services for Bob Sikes Bridge

Bid Number: PD 14-15.048

Opening Date/Time: May 5, 2015 3:00 p.m.

Purchasing Agent: Joe F. Pillitary, Jr.

Client Department: Public Works Dept. Director/Designee: Colby Brown/DavidForte

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition # n/a Verify

Fund: Fund 167 "Bob Sikes Toll Fund" Verify

Cost Center: 140301 Verify

Object Code: 53401 Verify

Project Number: n/a Verify

Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US
Date: 2015.04.09 15:38:48 -05'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ___Yes ___No
Note: Attachments to Requisition shall Reference PD # 14-15.048

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 award to Accustaff for the following: 1 Manager at $25.41, 4 Supervisors at $13.27 each for a total of $53.08; and 25 Toll Collectors, $10.69 each for a total of $267.25; grand total of $345.74

_____ Unit Price Extensions Checked by: _____
(Signature)

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: _____

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing ___Yes ___No Client Department ___Yes ___No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____
Digitally signed by David V. Forte
DN: cn=David V. Forte, o=Public Works Department, ou=Transportation & Traffic Operations, email=dvforte@myescambia.com, c=US
Date: 2015.05.18 16:08:38 -05'00'
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval _____
(Signature)

Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR) Consent Agenda

F0125

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11417 **County Administrator's Report 12. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Florida's Safe Routes To School (SRTS) Grant Application 2016
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Safe Routes To School Grant Application Submissions for 2016 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Safe Routes to School (SRTS) Grant Applications for 2016:

A. Authorize the County Administrator, or designee, to submit the Safe Routes To School (SRTS) Grant Applications for Ensley Elementary School, C. A. Weis Elementary, Warrington Elementary, and Longleaf Elementary/Pine Forest High/West Florida High Schools for 2016 (Grant Applications in processing); and

B. Authorize the County Administrator, or designee, to sign all related documents upon legal review.

[No funding is required for the project applications; however, the local agency will be required to maintain the improvements, if constructed. If awarded SRTS funding for the Ensley Elementary School Project, staff plans to fund the design phase for the Ensley Elementary School SRTS Project via the Neighborhood Enhancement Program Fund, estimated at $65,000]

BACKGROUND:

Safe Routes To School (SRTS) is a growing movement that has taken hold in communities throughout the United States. The concept is to increase the number of children who walk or bicycle to school by funding projects that remove the barriers currently preventing them from doing so. Those barriers include lack of infrastructure, unsafe infrastructure and a lack of programs that promote walking and bicycling. Through education/encouragement programs aimed at children, parents, and the community, these barriers can be eliminated. Walking or biking to school gives children a sense of freedom and responsibility, allows them to enjoy the fresh air, and provides opportunities for them to get to know their neighborhoods while arriving at school alert,

refreshed and ready to start their day. Communities and community-based organizations are devoting increased attention to pedestrian and bicycle safety issues in an effort to improve the conditions for walking or biking to school.

Florida's SRTS program can help communities address their school transportation needs and encourage more students to walk or cycle to school. It strives to enable and encourage children in grades Kindergarten through high school, including those with disabilities, to walk and bike to school; to make walking and biking to school safer and more appealing, and to facilitate the planning, development, and implementation of projects that will improve safety and reduce traffic and fuel consumption, and to improve air quality in the vicinity of schools. In addition to encouraging more children to walk or cycle to school, the program also seeks to address the safety needs of children already walking or biking in less than ideal conditions.

A successful program integrates safety, traffic relief, health, environmental awareness, and physical activity and fitness. The program employs safe routes and techniques used to encourage children to walk or cycle to or from school.

Below is a list of the SRTS project requests received from the Escambia County School District (Project Requests letter attached):

1. Ensley Elementary School
501 E. Johnson Avenue
Pensacola, FL 32514

A. Sidewalks on E. Johnson Avenue from the school to Cody Lane
B. Reposition the school zone beacons to the school boundary
C. Raised, reflective school zone roadway markers
D. Pedestrian crossing beacon

2. C. A. Weis Elementary School
2701 N. Q Street
Pensacola, FL 32505

Sidewalks and crosswalks between Truman Arms Apartments (Oakwood Terrace, 700 Truman Avenue, Pensacola, FL 32505) and the school

3. Warrington Elementary School
220 N. Navy Boulevard
Pensacola, FL 32507

A. Crosswalk across Druid Drive at Delray Drive
B. Crosswalk across Manchester Street at Druid Drive
C. Crosswalk across S. Old Corry Field Road at Druid Drive
D. Funding for a crossing guard across Navy Boulevard at the school

4. Longleaf Elementary School
2600 Longleaf Drive

Pensacola, FL 32526

Pine Forest High School
2500 Longleaf Drive
Pensacola, FL 32526

West Florida High School
2400 Longleaf Drive
Pensacola, FL 32526

A. Sidewalks on Longleaf Drive/Kemp Road from Pine Forest Road to Rolling Hills Road
B. Sidewalks on Wymart Road from Hollyhill Road to Longleaf Drive

The four grant applications are currently being generated, and staff fully expects to have them complete and submitted prior to the December 30, 2016 deadline.

BUDGETARY IMPACT:

No funding is required for the project applications; however, the local agency will be required to maintain the improvements, if constructed.

If awarded SRTS funding for the Ensley Elementary School Project, staff plans to fund the design phase for the Ensley Elementary School SRTS Project via the Neighborhood Enhancement Program Fund, estimated at $65,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

Upon completion of the applications, Kristin Hual, Assistant County Attorney, will review and sign-off prior to submittal.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of the grant applications, Public Works staff will coordinate with School District staff on the submissions to FDOT.

Attachments

SRTS Project Requests_2016
Letters of Support
Blank Application

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
TRANSPORTATION DEPARTMENT

100 EAST TEXAR DRIVE
PENSACOLA, FL 32503-2900
TEL (850) 469-5488
http://www.escambiayellow.com
ROBERT A. DOSS, DIRECTOR

M E M O R A N D U M

To: David Forte

From: Rob Doss

Date: October 26, 2016

Subject: SRTS Infrastructure Projects Application

Please accept and process these requests from these schools submission with the SRTS Infrastructure Projects Application.

1. **Ensley Elementary School**
   501 E. Johnson Ave.
   Pensacola, FL 32514
   Jayne Cecil, Principal
   (850) 494-5600

   A. Sidewalks on E. Johnson Avenue from the school to Cody Lane
   B. Reposition the school zone beacons to the school boundary
   C. Raised, reflective school zone roadway markers
   D. Pedestrian crossing beacon

2. **C. A. Weis Elementary School**
   2701 N. Q St.
   Pensacola, FL 32505
   Holly Magee, Principal
   (850) 595-6888

   A. Sidewalks and crosswalks between Truman Arms Apartments (Oakwood Terrace, 700 Truman Ave, Pensacola, FL 32505) to the school

3. **Warrington Elementary School**
   220 N. Navy Blvd.
   Pensacola, FL 32507
   David Schmittou, Principal
   (850) 453-7426

   A. Crosswalk across Druid Dr. at Delray Dr.
   B. Crosswalk across Manchester St. at Druid Dr.
   C. Crosswalk across S. Old Corry Field Rd. at Druid Dr.
   D. Funding for a crossing guard across Navy Blvd. at the school

4. **Longleaf Elementary School**
   2600 Longleaf Dr.
   Pensacola, FL 32526
   Patti Thomas, Principal
   (850) 941-6110

   Pine Forest High School
   2500 Longleaf Dr.
   Pensacola, FL 32526
   Laura Touchstone, Principal
   (850) 941-6150

   West Florida High School
   2400 Longleaf Dr.
   Pensacola, FL 32526
   Shenna Payne, Principal
   (850) 941-6221

   A. Sidewalks on Longleaf Dr./Kemp Rd. from Pine Forest Rd. to Rolling Hills Rd.
   B. Sidewalks on Wymart Rd. from Hollyhill Rd. to Longleaf Dr.

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
TRANSPORTATION DEPARTMENT

100 EAST TEXAR DRIVE
PENSACOLA, FL 32503-2900
http://www.escambiayellow.com
ROBERT A. DOSS, DIRECTOR

November 21, 2016

David Forte
Division Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Safe Routes to School Grant Proposal; Longleaf Elementary School, Pine Forest High School, and West Florida High School (soon to be Woodham Middle School)

Mr. Forte,

As you know, sidewalks offer a safe place to walk not only to and from school but, will also allow another healthy activity and safe infrastructure for the community as a whole.

I am in full support of the proposed project to install sidewalks on Longleaf Drive/Kemp Road from Pine Forest Road to Rolling Hills Road and on Wymart Road from Hollyhill Road to Longleaf Drive. The three schools situated along this short stretch of roadway on Longleaf Drive see a staggering volume of traffic on Longleaf and Wymart, making pedestrian and bicycle travel treacherous for students. Parents have been quite vocal about the need for safe walking infrastructure for their children in these areas, making it a very important safety issue for the students and families in the area and the walking public in general, especially as vehicle drivers become more distracted and hurried along these busy roads.

If I can provide any additional support to making this project a reality, please do not hesitate to contact me.

Sincerely,

Robert A. Doss, Jr.

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
TRANSPORTATION DEPARTMENT

100 EAST TEXAR DRIVE
PENSACOLA, FL 32503-2900
http://www.escambiayellow.com
ROBERT A. DOSS, DIRECTOR

November 21, 2016

David Forte
Division Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Safe Routes to School Grant Proposal; Warrington Elementary School

Mr. Forte,

As you know, sidewalks offer a safe place to walk not only to and from school but, will also allow another healthy activity and safe infrastructure for the community as a whole.

I am in full support of the proposed project to install crosswalks near Warrington Middle School across Druid Drive at Delray Drive, across Manchester Street at Druid Drive, and across S. Old Corry Field Road at Druid Drive. With a heavy concentration of students residing within walking distance of school, these crosswalks would help them walk to school safely. This is a very important safety issue for the students and families in the area and the walking public in general, especially as vehicle drivers become more distracted and hurried along these busy routes.

If I can provide any additional support to making this project a reality, please do not hesitate to contact me.

Sincerely,

Robert A. Doss, Jr.

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
TRANSPORTATION DEPARTMENT

100 EAST TEXAR DRIVE
PENSACOLA, FL 32503-2900
http://www.escambiayellow.com
ROBERT A. DOSS, DIRECTOR

November 21, 2016

David Forte
Division Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Safe Routes to School Grant Proposal; C. A. Weis Elementary School

Mr. Forte,

As you know, sidewalks offer a safe place to walk not only to and from school but, will also allow another healthy activity and safe infrastructure for the community as a whole.

I am in full support of the proposed project to install sidewalks and crosswalks from Truman Arms Apartments (Oakwood Terrace, 700 Truman Avenue, Pensacola, FL 32505) to C. A. Weis Elementary School. Dozens of our students are currently unable to travel safely by foot to school due to the absence of safe walking infrastructure along their route to school. Due to the danger associated with the route, every one of these students – two busloads – must be bussed to school every day. This is a very important safety issue for the students and families in the area and the walking public in general, especially as vehicle drivers become more distracted and hurried along this busy route.

If I can provide any additional support to making this project a reality, please do not hesitate to contact me.

Sincerely,

Robert A. Doss, Jr.

"Making A Positive Difference"

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BOULEVARD
PENSACOLA, FL 32505
PH. 850/432-6121 • FAX: 850/469-6379
http://www.ecsd-fl.schoolloop.com
MALCOLM THOMAS, SUPERINTENDENT

November 28, 2016

Mr. David Forte
Division Manager
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Re: Safe Routes to School Grant Proposals

Dear Mr. Forte:

Sidewalks and safe roadway crossing sites are crucial to the safety of our citizens in general and our children in particular. A safe walking infrastructure in our county also provides for the sense of safety and security children need to attend to the other essentials of life, like learning. Thus, I believe there is a direct linkage between the establishment of a safe environment for children and their readiness for a day, a year, a lifetime of learning and personal development. It is vital to the growth of our community in immeasurable ways.

Therefore, I fully support each of the four proposed Safe Routes to Schools (SRTS) grant projects currently under consideration for Escambia County:

- Installing crosswalks near Warrington Middle School across Druid Drive at Delray Drive, across Manchester Street at Druid Drive, and across South Old Corry Field Road at Druid Drive;
- Installing sidewalks and crosswalks from Truman Arms Apartments (Oakwood Terrace, 700 Truman Avenue, Pensacola, FL 32505) to C. A. Weis Elementary School;
- Installing sidewalks along East Johnson Avenue from Ensley Elementary School to Cody Lane, repositioning the school zone beacons at the school boundary in order to enable vehicles time to decelerate from the posted speed limit prior to reaching student crossing sites, installing raised reflective school zone roadway markers for student pedestrian safety, and installing a beacon marking the student pedestrian crossing site on Johnson Avenue; and
- Installing sidewalks on Longleaf Drive/Kemp Road from Pine Forest Road to Rolling Hills Road and on Wymart Road from Hollyhill Road to Longleaf Drive.

Thank you for your attention to this significantly important request.

Sincerely,

Malcolm Thomas

Malcolm Thomas

Florida's Safe Routes to School Infrastructure Application

Call for Applications

Note: fields will expand as needed

FDOT FORM # 500-000-30

Section 1 – School, Applicant & Maintaining Agency Information

Notes: *Signatures confirm the commitment of the Applicant and Maintaining Agency to follow the Guidelines of the Florida's Safe Routes to School Program. The Maintaining Agency is generally responsible for entering into a Local Agency Program (LAP) agreement with the FDOT to design, construct, and/or maintain the project. Districts have the option to design and/or construct it, but the Maintaining Agency is always responsible for maintaining the project. Check with your District to see how they are handling these issues.*

County: ##### City: #####

School Name: Congressional District:

Type: Elementary: ☐ Middle: ☐ High: ☐

Check below which of the required agencies or organizations is the Applicant:

School Board: ☐ Private School: ☐ Maintaining Agency: ☐

Name of Applicant Agency/Organization:

Contact Person: ##### Title:

Mailing Address:

City: ##### State: **FLORIDA** Zip:

Daytime Phone: ##### E-mail:

Signature: Date:

Typed name: ##### Title:

Signature of School Board or school representative mandatory when different from applicant:

Signature: Date:

Typed name: ##### Title:

Check below which of the required agencies is the Maintaining Agency:

City: ☐ County: ☐ Florida Department of Transportation: ☐ District:

Name of Maintaining Agency: DUNS Number: #####

Contact Person: ##### Title:

Mailing Address:

Daytime Phone: ##### E-mail:

City: ##### State: **FLORIDA** Zip:

Note: your signature below indicates your agency's willingness to enter into a LAP or other formal agreement with FDOT to complete the project if selected for funding.

Signature: Date:

Typed name: ##### Title:

Metropolitan/Transportation Planning Organization (M/TPO) Support: If the city or county is located within an MPO/TPO urban area boundary, the MPO/TPO representative must fill in the required information below, to indicate support for the proposed project:

Name of MPO:

Contact Person: ##### Title:

Mailing Address:

City: ##### State: **FLORIDA** Zip:

Daytime Phone: ##### E-mail:

Signature: Date:

Typed name: ##### Title:

Section 2 – Eligibility and Feasibility Criteria

Notes: *This section will help FDOT determine the eligibility and feasibility of the proposed project. Except for the questions in 2A-2C below answering "No" does not constitute elimination from project consideration. Y****ou must fulfill requirements in 2A-2C below before applying!***

A1. Has a school-based SRTS Committee (including school representation) been formed? ☐ Yes ☐ No
A2. Has at least one meeting of this committee been held? Attach sign in sheet & minutes ☐ Yes ☐ No
A3. Public notification of SRTS meeting? ☐ Yes ☐ No

B1. Does the school agree to provide required data before and after the project is built, using the NCSRTS Student In-Class Travel Tally and Parent Survey forms at http://www.saferoutesinfo.org/resources/index.cfm following the schedule provided by the District? ☐ Yes ☐ No
B2. Have you attached the National Center's data summary for the Student In-Class Travel Tally and Parent Survey forms to this application? ☐ Yes ☐ No

Note: Project planning cannot go forward until public right of way or permanent public access to the land for the proposed project is documented to the District.
C. Have you provided either survey/as-builts or right of way documentation that provides detail to show that adequate right of way exists for proposed improvement? ☐ Yes ☐ No

D. Is the Maintaining Agency **fully** Local Agency Program (LAP) Certified by FDOT? (Currently qualified & willing to enter into a State agreement requiring the agency to design, construct, and/or maintain the project, abiding by Federal, State, & local requirements?) ☐ Yes ☐ No
If ***Yes,*** *what type certification do you have?* ☐ Planning ☐ Design ☐ Construction ☐ Construction Administration

E. Is the County/City willing to enter into an agreement with FDOT to do the following, if the District decides this is the best way to get the project completed:
Install and/or maintain any traffic control devices included in this project? ☐ Yes ☐ No
Construct and maintain the project on a state road? ☐ Yes ☐ No ☐ N/A

F. Public Support - *Explain your public information or public involvement process below. You may attach up to six unique letters, on official letterhead, from groups indicated below. The letters should indicate why and how the authors can support the proposed project at the affected school.*
What neighborhood association or other neighborhood meetings have been held to inform neighbors directly affected by this proposed project and the reaction?
What PTA/PTO/school meetings have been held to inform parents and school staff about this project and the reaction?

Explain what other public meetings have been held, such as Metropolitan Planning Organizations, Regional Planning Councils, Citizens' Advisory Committees, Bicycle/Pedestrian Advisory Councils and Community Traffic Safety Teams and the reaction?
Explain what articles or letters to the editor have been written for newspapers, etc. and the reaction.

Please indicate whether you have attached letters of support from Law Enforcement or other individuals or groups not previously mentioned: ☐ Yes ☐ No

G. If the proposed project has been identified as a priority in a Bicycle/Pedestrian or other Plan, or is a missing link in a pedestrian or bicycle system, please explain:

Section 3 – Background Information: Five E's

Notes: *SRTS is designed to be a comprehensive program. Describe the efforts your school and community have made to address the identified problem through each E so far, and what is planned in the future for each. Each box must be filled in. For more information on the E's, see Florida's SRTS Guidelines and the SRTS Guide: http://www.saferoutesinfo.org/guide/*

1. Engineering

1A. Past: #####	**1B. Future:** #####

2. Education: If your school has taught or plans to teach the Florida Traffic and Bicycle Safety Education Program (FTBSEP; see: http://www.dcp.ufl.edu/centers/trafficSafetyEd/) or other education program, please provide details below.

2A. Past: #####	**2B. Future:** #####

3. Encouragement

3A. Past: #####	**3B. Future:** #####

4. Enforcement

4A. Past: #####	**4B. Future:** #####

5. Evaluation

5A. Past: #####	**5B. Future:** #####

Section 4 – Problem Identification

This section will help us understand your school's situation. If the proposed project includes more than one school, please give the requested information for each school.

A. HAZARDOUS WALKING CONDITIONS

Opportunity to resolve a documented hazardous walking condition and eliminate the resultant school busing.

☐ Yes ☐ No Include a discussion of public support for the project if busing were eliminated:

B. Are many students already walking or bicycling to this school in less than ideal conditions? ☐ Yes ☐ No

If Yes:

- Explain more about the number of students affected:
- Explain more about the conditions/obstacles which prevent walking or bicycling to your school:

C. Are enough students living near the school to allow many to walk or bike to school if conditions were improved?

☐ Yes ☐ No

If Yes:

- Explain more about the number of students living near the school and how this relates to the anticipated success of the proposed SRTS project:

D. Write a brief history of the neighborhood traffic issues as background for the proposed project:

E. How do the demographics of the school population relate to the anticipated success of the proposed SRTS project? For instance, is there a population of students near the school from a culture which traditionally walks a lot?

F. Provide the percent of free or reduced lunch program at the affected school:

G. STUDENT TRAVEL DATA:

1. School data: based on the Student In-Class Travel Tally:

a. Number of students currently walking to school:
b. Number of students currently biking to school:
c. Total currently walking or biking to school (add a & b)
d. Number of students in this school:
e. Percent of students in school currently walking or biking to school: (c divided by d):

2. Route Data:

a. Number of students from the affected schools living along the proposed route:
b. Based on (mark all that apply): *Existing School Data: ☐ *Visual Observation Survey: ☐ *Estimates: ☐
c. Number of students currently walking or biking along this route:
d. Number of students who could walk or bike along the proposed route after improvements:

Section 5 – Specific Infrastructure Improvement(s) Requested

A. LOCATION ***Note: the entire proposed project must be within 2 miles of the school and in the attendance area for the affected schools.***

Request #1 St. Name:	Maintaining Agency: ☐ City ☐ County ☐ State
From:	To:
Project's closest point to school: ☐ 0 to ½ mile;	☐ ½ to 1 mile; ☐ 1 to 1 ½ miles; ☐ 1 ½ miles+
Request #2 St. Name:	Maintaining Agency: ☐ City ☐ County ☐ State
From:	To:
Project's closest point to school: ☐ 0 to ½ mile;	☐ ½ to 1 mile; ☐ 1 to 1 ½ miles; ☐ 1 ½ miles+
See Attachment for additional project sites: ☐	
Discuss the projects' proximity (within 2 miles) to other facilities which might also benefit from the project, such as other schools or colleges, parks, playgrounds, libraries, or other pedestrian destinations:	

B. SIDEWALK, BIKE LANE, PAVED SHOULDER, OR SHARED USE PATH

☐ Continuation of Existing Sidewalk	☐ New Sidewalk
☐ Continuation of Existing Bike Lane	☐ New Bike Lane (includes re-striping or reconstruction)
☐ Continuation of Paved Shoulder	☐ New Paved Shoulder
☐ Continuation of Shared Use Path	☐ New Shared Use Path

Comments: describe below your requests in detail, including location, length, side of road, etc.

Request #1: #####

Request #2: #####

See Attachment for additional project sites: ☐

Describe any other requests:

C. TRAFFIC CONTROLS Mark all that apply in regard to traffic control devices:

☐ We have all necessary traffic control devices **(Proceed to E)**

☐ We need pedestrian signals (features)	☐ We need other school-related signals/beacons
☐ We need traffic signs	☐ We need other school-related signs
☐ We need marked crosswalks	☐ We need other roadway markings

Describe the existing and needed traffic controls:

D. TRAFFIC DATA ***Notes:*** *Posted Speed Limit is required. AADT stands for Average Annual Daily Traffic*

St 1: Posted Speed Limit:	Operating Speed:	AADT:
St 2: Posted Speed Limit:	Operating Speed:	AADT:

Section 6 – Cost Estimate

This is designed to give FDOT a reasonable estimate of the cost of project. Make this cost estimate as accurate as possible.

- FDOT Transportation Costs website gives various resources, including FDOT District contact in the Estimates Offices, who can help you with your cost estimate: http://www.dot.state.fl.us/programmanagement/staff.shtm

Projects must follow appropriate design criteria. Projects on the State Highway System must follow the criteria in the Plans Preparation Manual (PPM), FDOT Standard Specifications and FDOT Design Standards. Projects on local systems must meet the minimum standards and criteria in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and Highways (Florida Greenbook). These documents can be found on FDOT's web site at: www.dot.state.fl.us/rddesign/CS/CS.shtm

Construction Cost	
Maintenance of Traffic (MOT)	
Mobilization	
Subtotal	
Contingency **(Locally Funded)**	
Total Construction Cost	
Professional Engineering Design	
Construction Engineering and Inspection	
GRAND TOTAL	

Section 6B– Cost Estimate Narrative

Attach a **MANDATORY** itemization of the construction costs & quantities by pay item.

NAME OF COST ESTIMATOR:

Section 7 - Submission Checklist

Notes: These will be counted toward total application score.

REQUIRED:

A. ☐ Color project map showing school location
B. ☐ Map showing existing conditions
C. ☐ Map showing proposed improvements
D. ☐ Map showing where students attending school live
E. ☐ Proof of Right of Way
F. ☐ Parent Survey Results
G. ☐ Student Tally Results
H. ☐ Letters of support
I. ☐ Copy of public notice, sign in sheet and minutes of public meetings
J. ☐ Documentation if Hazardous Walking Condition

ADDITIONAL:

K. ☐ Traffic/Engineering report evaluating the problem
L. ☐ Crash Data
M. ☐ Color Digital photos showing existing conditions

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11433 **County Administrator's Report 12. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Recommendation Concerning the Purchase of Two 3/4 Ton 4-Door Crew Cab Pickup Trucks - 4X2 for the Road Division, VE 16-17.002
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two 3/4 Ton 4-Door Crew Cab Pickup Trucks - 4X2 for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize County staff to utilize the Florida Sheriff's Association Contract #FSA16-VEL14.0, chassis/FSA16-VEL24.0, and award a Purchase Order to Duval Ford, in the amount of $69,702, for two 2017 Ford 3/4 Ton 4-Door Crew Cab Pickup Trucks - 4X2 for the Road Division, according to the specifications of VE 16-17.002.

The Purchasing Department posted the request on the Escambia County website for 30 days from October 20, 2016, through November 18, 2016. No additional response was received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

These Crew Cab Pickup trucks, upon purchase, will replace two older model units presently in the fleet. The current units will be evaluated and auctioned as surplus. These new units will ensure the continuation of daily operations of the Road Division's Maintenance programs. A quote was obtained from Duval Ford for the purchase based on the specifications of VE 16-17.002. The
Purchasing Department posted the request on the Escambia County website for 30 days, beginning October 20, 2016, through November 18, 2016. No additional response was received.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 210402, 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. No additional responsive quote was received.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will be requested to issue a Purchase Order.

Attachments

VE 16-17.002

Duval Ford Quote VE 16-17.002

Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: Two (2) ea.

Base Description:

Year: 2017 - or current mfg. year

Model: 3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X2

Color: Manufacturer's Standard Color

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

60-90- days after receipt of order

Maximum Budgeted Purchase Amount:

$ 34,851 per unit $69,702 Total

VE 16-17.002 Road Department - ¾ Ton 4 Door Crew Cab 4x2 Pickup Truck

VE 16-17.002 Road Department - ¾ Ton 4 Door Crew Cab 4x2 Pickup Truck

SPECIFICATION: 3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X2

ENGINE:

- Manufacturer's standard diesel V8 engine 6.7L minimum, alternator, battery and cooling package.

TRANSMISSION/**AXLES**:

- Manufacturer's standard automatic transmission.
- Manufacturer's standard drive axle ratio for engine and transmission combination.

PERFORMANCE ITEMS:

- Manufacturer's standard power steering.
- Manufacturer's standard gauges
-

COMFORT ITEMS:

- Manufacturer's standard air conditioning with 134A system.
- Manufacturer's standard tinted glass all around.
- Heavy duty rubber floor covering instead of carpet.
- Manufacturer's standard production seats, vinyl fabric preferred.
- Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

SAFETY ITEMS:

- Dual outside mirrors and inside rearview mirror.
- Interior dome lights with left and right door activated switches.
- Manufacturer's standard air bags.

BRAKES:

- Four wheel anti-lock brake ABS system.

VE 16-17.002 Road Department - ¾ Ton 4 Door Crew Cab 4x2 Pickup Truck

TIRES AND WHEELS:

- Manufacturer's standard tires and wheels.
- Conventional spare tire mounted underbody.

CHASSIS, **FRAME**, **CAB**:

- Manufacturer's standard color, factory painted, Fleet White w/Gray or Neutral interior
- Manufacturer's standard fuel tank.
- Manufacturer's standard front and rear bumpers.
- Fleetside long bed.

WARRANTY

- **MINIMUM**:
  - Engine 5 year, 100,000
  - Power train 5 year , 60,000
  - Bumper to Bumper 3 year, 36,000
  - Corrosion/Perforation 5 year, unlimited
  - Safety restraint 5 year, 60,000

OPTIONS:

- Manual regeneration system (diesel engine emissions)
- Electric brake controller
- Limited slip differential
- Rubber Floor Mats
- AM/FM with single CD
- Rainshields - flange style
- Heavy duty aluminum tool box
- Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent)
- Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1"shank with 2" ball.

Posting Date	Thursday, October 20, 2016
Due Date for Offers	Friday, November 18, 2016
Depart.	Fleet Maintenance
Fleet Maint.	Terry Grey

VE 16-17.002 Road Department - ¾ Ton 4 Door Crew Cab 4x2 Pickup Truck

Offers for the sale of vehicle or equipment meeting the specifications for VE 16-17.002 Road Department ¾ Ton 4 Door Crew Cab 4x2 Pickup Truck, as listed will be accepted until **5:00 pm on Friday, November 18, 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 16-17.002 Road Department ¾ Ton 4 Door Crew Cab 4x2 Pickup Truck 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, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502

DUVAL Ford

State Employee Contract Pricing

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at **COST** using State Employee Contract Pricing.

CALL: (800) 646-0584 or go to www.duvalford.com

ESCAMBIA COUNTY

Prepared for:	Contract Holder	DATE:
ESCAMBIA COUNTY TERRY GRAY TWGRAY@co.escambia.fl.us	*Duval Ford Fleet Sales* *Matt Forte* *(Work) 904-388-2144* *(Fax) 904-387-6816* *(Cell) 904-505-9682* matt.forte@duvalfleet.com *1616 Cassat Ave. Jax, FL 32210*	10/19/16
	PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEL14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 59	*3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X2 W2A*	$ 23,153.00
0	600A	XL TRIM PACKAGE	NC
0	XXX	XXX	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	176	176 WHEEL BASE 8' BED	NC
0	Z1	OXFORD WHITE	NC
0	AS	VINYL INT	NC
0	99T	V8 DIESEL ENGINE	$ 8,594.00
0	98R	OPERATOR COMMANDED REGEN	$ 249.00
0	52B	TRAILER BRAKE CONTROLLER	$ 269.00
0	X3H	LIMITED SLIP	$ 389.00
0	16S	FLOOR MATS	$ 134.00
0	585	AM FM RADIO WITH CD	$ 274.00
0	RS	RAINSHIELDS	$ 175.00
0	TBX	HD ALUM TOOLBOX DEALER INSTALLED	$ 395.00
0	85S	LINEX	$ 494.00
0	HDTOW	TRAILER TOW PACKAGE to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball	$ 725.00
0			
0			
0			
0			
0			
0			
0			
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies: $135	$ -
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 34,851.00

TOTAL QUANTITY	1	*TOTAL PURCHASE*	$ 34,851.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11434 **County Administrator's Report 12. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Assignment of Agreement for 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 the Assignment of Agreement, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to execute the Assignment of Agreement for Professional Consulting Services between Escambia County, Florida, and Preble-Rish, Inc., to Dewberry Engineers, Inc., d/b/a Dewberry | Preble-Rish, providing for an administrative change to PD 02-03.79, Professional Services as Governed by Florida Statute 287.055, assigning all of the rights and obligations of Preble-Rish, Inc., to Dewberry Engineers, Inc. d/b/a Dewberry | Preble-Rish.

BACKGROUND:

On February 7, 2014 the County approved a contract between Escambia County, Florida and Preble-Rish, Inc. Effective April 6, 2016 Dewberry Engineers, Inc. acquired the assets from Preble-Rish, Inc.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assignment of Agreement prepared and approved by Assistant County Attorney, Kristin Hual.

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, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Assignment of Agreement

ASSIGNMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 02-03.079)

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is entered into by and among **Escambia County, Florida**, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County"), and **Preble-Rish, Inc.**, formerly a for-profit corporation authorized to do business in the State of Florida, whose last known principal address was 324 Marina Drive, Port Saint Joe, FL 32456, and whose last known local business address was 216 South Tarragona Street, Suite C, Pensacola, FL 32502 (hereinafter referred to as "Assignor"), and **Dewberry Engineers, Inc. d/b/a Dewberry I Preble-Rish**, a foreign for-profit corporation authorized to do business in the State of Florida, FEI/EIN Number: 13-0746510, whose principal address is 8401 Arlington Boulevard, Fairfax, VA 22031, and whose local business address is 218 East Government Street, Pensacola, FL 32502 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, on or about February 7, 2014, the County and Assignor entered into an Agreement for Professional Consulting Services, Specification Number P.D. 02-03.079 (hereinafter referred to as the "Agreement"); and

WHEREAS, effective April 6, 2016, Assignee acquired assets from the Assignor; and

WHEREAS, Assignor now desires to assign all of its rights, duties and obligations under the Agreement to Assignee for services rendered after April 6, 2016; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's rights, duties and obligations under the Agreement for services rendered after April 6, 2016.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The recitals contained in the preamble of this Assignment are true and correct and incorporated herein by reference.

2. The Agreement is hereby assigned to Assignee and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor under the Agreement for services rendered after April 6, 2016 shall become the rights, duties and obligations of Assignee immediately upon this Assignment becoming effective.

3. County, Assignor, and Assignee agree to the assumption of the performance of the Agreement by Assignee for services after April 6, 2016 and to the release of Assignor from any further performance under the Agreement after April 6, 2016.

4. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to the Agreement to "this Agreement", "hereof", "hereto", and "hereunder"

and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Assignment.

5. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law.

6. Each individual executing this Assignment of Agreement on behalf of a corporate or governmental party represents and warrants that the individual is duly authorized to execute and deliver this Assignment of Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party and in accordance with applicable law, and that this Assignment of Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

_____
Witness

By:_____
Jack R. Brown, County Administrator

_____
Witness

BCC Approved: _____

ASSIGNOR: PREBLE-RISH, INC.

_____
Corporate Secretary

By:_____
Clifford D. Wilson, III, Vice President

(SEAL)

Date: 10/19/16

ASSIGNEE: DEWBERRY ENGINEERS, INC.

_____
Corporate Secretary

By:_____
Darren Conner, President, Southeast

(SEAL)

Date: 10/28/16

This document approved as to form and legal sufficiency.
By _____
Title ACA
Date 11/22/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11444 **County Administrator's Report 12. 36.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Local Agency Program (LAP) Supplemental Agreement for Repairs to East Johnson Avenue
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement #2 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 #2 between the State of 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 #2 between the State of 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 for this project. Approval of Supplemental Agreement #1 increased the County's responsibility by $1,215. Supplemental Agreement #2 will increase the County's responsibility by $379.

[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 in November 2015 by the Florida Department of Transportation (FDOT) and Escambia County, was for a project total of $230,400, of which FDOT agreed to fund $188,767, with $41,633 contributed by the County.

Supplemental Agreement #1 was executed in September 2016 to account for difference in the original budget and the lowest responsible bid that was submitted. The project total was increased by $7,644, to $238,044. FDOT agreed to fund $6,429 of the increase, with the County contributing an additional $1,215.

This Supplemental Agreement, #2, is to cover costs associated with changes in field conditions that could not be anticipated during design. The project total is now $239,255. Of the additional $1,211, FDOT has agreed to fund $832, and the County would agree to fund the remaining $379.

Overall, FDOT has agreed to increase their participation in this project cost by $7,261 to a total of $196,028. The County's overall responsibility will have increased by $1,594, to a new total of $43,227.

BUDGETARY IMPACT:

FDOT will reimburse the County up to $196,028 for expenses related to the construction of the project. This Supplemental Agreement, #2, will increase the County's responsibility by $379, from $42,848 to $43,227.

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.

Attachments

Resolution

Supplemental Agreement #2
Supplemental Agreement #1
LAP Agreement

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") previously 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 contribute up to $212,362.00 of the total Project cost of $259,200.00 to repair the 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, on September 29, 2016, the parties previously entered into a LAP Supplemental Agreement in which the Department agreed to contribute additional funding in the amount of $6,429.00 and the County agreed to contribute additional funding in the amount of $1,215.00; and

WHEREAS, due to a subsequent construction change order, the Department has agreed to contribute additional funding in the amount of $832.00 (eight hundred and thirty-two dollars); and

WHEREAS, the County has agreed to contribute additional funding in the amount of $379.00 (three hundred and seventy-nine dollars); and

WHEREAS, the revised total Project cost, including all said additional funding of both parties, shall now equal $268,055.00 (two hundred sixty-eight thousand and fifty five 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:_____
Douglas B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.

By/Title:_____
Date: 11/20/16

SUPPLEMENTAL NO. 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 436252-2-58-01 & 436252-2-68-01 CONTRACT NO. G0B32

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:

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:
Funds were added to LAP Agreement to participate in the cost of a needed change order. Total amount of the change order was $1,211, but the Department will only be participating in $832 after review by FHWA. The remaining amount will be covered by Escambia County.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN
2		436252-2-58-01 & 436252-2-68-01
DUNS NO.		CONTRACT NO.
80-939-7102		G0B32

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
Planning					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Planning Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Project Development & Environment (PD&E)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total PD&E Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Design					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Design Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Right-of-Way					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Right-of-Way Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction					
FY: 2016	$230,400.00	$0.00	$230,400.00	$41,633.00	$188,767.00
FY: 2017	$7,644.00	$1,211.00	$8,855.00	$1,594.00	$7,261.00
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	$238,044.00	$1,211.00	$239,255.00	$43,227.00	$196,028.00
Construction Engineering and Inspection (CEI)					
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	$266,844.00	$1,211.00	$268,055.00	$48,432.00	$219,623.00
TOTAL COST OF THE PROJECT	**$266,844.00**	**$1,211.00**	**$268,055.00**	**$48,432.00**	**$219,623.00**

SUPPLEMENTAL NO. 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 436252-2-58-01 & 436252-2-68-01 CONTRACT NO. G0B32

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Escambia County B.O.C.C.

By: _____
Name: Douglas B. Underhill
Title: Chairman

Attest: _____
Name: Pam Childers
Title: Clerk of the Circuit Court

Date: _____

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.

Escambia County
Clerk's Original

9/1/2016 CAR II-14A

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 436252-2-58-01 & 436252-2-68-01 CONTRACT NO. G0B32

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:

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.

Verified By: K. McLeod
Date: 9-9-2016

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 436252-2-58-01 & 436252-2-68-01
DUNS NO. 80-939-7102		CONTRACT NO. G0B32

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
Planning					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Planning Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Project Development & Environment (PD&E)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total PD&E Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Design					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Design Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Right-of-Way					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Right-of-Way Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction					
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
Construction Engineering and Inspection (CEI)					
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
TOTAL COST OF THE PROJECT	**$259,200.00**	**$7,644.00**	**$266,844.00**	**$48,053.00**	**$218,791.00**

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 436252-2-58-01 & 436252-2-68-01 CONTRACT NO. G0B32

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Attest:
Name: Barbara Sinclair
Title: Administrative Assistant

Date: 09-29-16

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

Date Executed
9/6/2016

BCC Approved 09-01-2016

FPN: 436252-2-58-01 Fund: ACER, LF FLAIR Approp: _____
Federal No: E141-096-E Org Code: _____ FLAIR Obj: _____

FPN: 436252-2-68-01 Fund: ACER, LF FLAIR Approp: _____
Federal No: E141-096-E Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No: 48 (Escambia) Contract No: G0B32 Vendor No: F596000598174
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-507-9673
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 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. R2015-148 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 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;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. **Requisitions and Payments:**

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency.

Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. 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

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;

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.

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.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

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 is 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

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."

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 guaranties 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:

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

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.

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.

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

BCC Approved 11-05-2015

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Regina Battles P.E.
Interim Director of Transportation Development

Legal Review:

Approved as to form and legal sufficiency.

By/Title: Edwd ACA

Date: 10/21/15

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.

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 stromwater 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 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 Speciftcations 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

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.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 436252-2-58-01 & 436252-2-68-01
Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 325913	

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total PD&E Cost				
Design - 38 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Design Cost				
Right-of-Way - 48 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Right-of-Way Cost				
Construction-58 FY: 2016	$230,400.00	$41,633.00	$0.00	$188,767.00
FY: 2017	$0.00	$0.00	$0.00	$0.00
FY: 2018	$0.00	$0.00	$0.00	$0.00
FY: 2019	$0.00	$0.00	$0.00	$0.00
Total Construction Cost	$230,400.00	$41,633.00	$0.00	$188,767.00
Construction Engineering and Inspection (CEI) - 68 FY: 2016	$28,800.00	$5,205.00	$0.00	$23,595.00
FY: 2017	$0.00	$0.00	$0.00	$0.00
FY: 2018	$0.00	$0.00	$0.00	$0.00
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
TOTAL COST OF THE PROJECT	$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.

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

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).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11450 **County Administrator's Report 12. 37.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Establish County-Funded Part Time Magistrate Assistant Position
From: Will Moore, Chief Deputy Court Administrator
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Establishing a County-Funded Part Time Magistrate Assistant Position - Will Moore, Chief Deputy Court Administrator

That the Board authorize the creation of a Court Innovation Article V Local Option Funded Position, for a County-funded Part Time Magistrate Assistant position for Court Administration, with a rate of $10.50 per hour, per the provided job description.

This transition will not impact the General Revenue Fund.

[Funding: Fund 115, Court Innovation Article V Local Option, Cost Center (CC) 410501, Object Code (OC) 51201]

BACKGROUND:

This position provides routine clerical support and assistance to a departmental division unit or group, including reception, filing, copying, typing, and phone and scheduling duties. A part time Magistrate Assistant position is necessary in order to provide efficient and effective case management.

BUDGETARY IMPACT:

Funding for the Part Time Magistrate Assistant Position will be provided through Court Innovation Article V Local Option Fund according to Florida Statute 939.185 Assessment of additional court costs and surcharges.--" (1)(a) The board of county commissioners may adopt by ordinance an additional court cost, not to exceed $65, to be imposed by the court when a person pleads guilty or nolo contendere to, or is found guilty of, or adjudicated delinquent for, any felony, misdemeanor, delinquent act, or criminal traffic offense under the laws of this state. Such additional assessment shall be accounted for separately by the county in which the offense occurred and be used only in the county imposing this cost, to be allocated as follows:

1. Twenty-five percent of the amount collected shall be allocated to fund innovations, as

determined by the chief judge of the circuit, to supplement state funding for the elements of the state courts system identified in s. 29.004 and county funding for local requirements under s. 29.008(2)(a)2.

Escambia County General Fund will have no impact in the funding of the Part Time Magistrate Assistant Position. The position will be funded through Fund 115, Court Innovation Article V Local Option, CC 410501, OC 51201 per Florida Statute 939.185 Assessment of additional court costs and surcharges.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Part Time Magistrate Assistant Position

Class Title:	Part Time Magistrate Assistant
Salary:	$10.50/hour – 25 Hours Weekly
Court Location:	First Judicial Circuit/Escambia
Effective Date:	Open Until Filled

This is a part time Escambia County employee position.

GENERAL DESCRIPTION:

This position provides routine clerical support and assistance to a department, division, unit, or group, including reception, filing, copying, typing, telephone and scheduling duties.

EXAMPLES OF DUTIES:

Performs various clerical duties, utilizing standard office equipment, to include: screening incoming calls; taking and transmitting messages; distributing mail; making photocopies; performing data entry; scheduling appointments and maintaining calendar for supervisor and/or department activities; typing; and word processing.

Responds to requests for information, in person, via e-mail, and over the phone; answers routine questions and provides information; directs visitors to appropriate locations.

Enters a variety of information into applicable documents, spreadsheets, work orders, databases, logs, forms, and/or other related areas, utilizing established guidelines and procedures.

Receives, sorts, and distributes a variety of correspondence, deliveries and mail.

Initiates and/or processes routine and/or specialized paperwork, forms, and/or confidential information related to assigned area or responsibility; maintains related records.

Attends hearings, takes notes and prepares court orders.

Assists in preparing and maintaining court documents. Files documents alphabetically, numerically, or by other prescribed methods.

Calculates child support obligations based on established formulas and guidelines.

Monitors inventory, supplies and materials in assigned area of responsibility; notifies appropriate individual(s) when items require replenishing.

Performs other duties of a similar nature or level.

TRAINING AND EXPERIENCE:

High School Diploma or equivalent (G.E.D.), typing speed of 35 wpm without errors, basic math and reading skills, and ability to use most office equipment and computer software; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

KNOWLEDGE OF:

Customer service principles, keyboarding techniques, modern office procedures, methods, and equipment, basic filing and recordkeeping principles; English language, grammar and punctuation.

SKILLS IN:

Using a computer and related software applications; providing customer service; utilizing modern office equipment; handling multiple tasks simultaneously; typing routine correspondence, memos, vouchers, and/or other related information; maintaining files; performing routine mathematical calculations; keyboarding; communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11424 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/08/2016
Issue: Acquisition of Real Properties for the Bristol Park - Ashbury Hills Area Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acquisition of Real Properties for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board consider the purchase of real properties located in the Bristol Park - Ashbury Hills Area for the Hazard Mitigation Grant Program (HMGP):

A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

B. Authorize staff to pursue property acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, and not listed in the Grant Agreement, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);

C. Authorize staff to continue with the purchase procedures as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements;

D. Authorize staff to prepare contracts for consideration and final approval by the Board.

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

BACKGROUND:

Meeting in regular session on June 16, 2016, the Board approved the Hazard Mitigation Grant Program (HMGP) Agreement for Project Number 4177-08-R. The HMGP Agreement requires mitigation for properties located within a 100-year special flood hazard zone that includes acquisition and demolition. This project will eliminate historical flooding at the above addresses by removing the structures and converting these lands to deed-restricted open spaces that will allow flood water to be naturally stored on the properties. This project is part of a comprehensive approach to mitigate flooding issues and restore the floodplain in the Bristol Creek, Bristol Park, and Ashbury Hills area of Eleven Mile Creek.

Staff has corresponded with FDEM to amend the Scope of Work, as stated in the awarded Federally-Funded Subgrant Agreement, Project Number 4177-08-R. Scope amendments requested of FDEM will add additional properties adjoining Eleven Mile Mile Creek to the grant agreement, as well as reallocate acquisition/demolition funds for properties listed in the agreement, from properties not adjoining the creek to those adjoining the creek. Said scope of work amendments will provide more effective use of federal funds, by utilizing the identified properties, funded by the HMGP grant, for stream restoration and flood plain expansion of Eleven Mile Creek. The overall project goal is to effectively reduce the flood stage in Eleven Mile Creek to improve flood protection of homes and properties within the area of Bristol Park and Ashbury Hills subdivisions.

In order to comply with the FEMA regulations concerning acquisition, staff will be sending certified offer letters to residents which will be based off the appraised value of the property. Additionally, there are time restraints associated with the acquisition portion of this grant. Demolition of structures on properties acquired by the County must happen within 90 days from closing.

BUDGETARY IMPACT:

Fund 352 “LOST III”, Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent toward this project are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal review will be accomplished throughout the acquisition process and all required approvals from the Legal Department will be obtained, as required.

PERSONNEL:

N/A

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.

Attachments

BCC resume page 06 16 2016
Bristol Park Award
Property Addresses

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-32. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 32, as follows, with the exception of Items 17 and 19, which were held for separate votes, as amended to drop Items 1, 12.A.(1), and 15:

1. Dropping the recommendation that the Board adopt the Resolution approving Supplemental Budget Amendment #164, Community Redevelopment Block Grant Fund (129), in the amount of $281,868, recognizing Funds from the sale of voluntary tax credits and appropriating these Funds to assist the City of Pensacola in remediating the site known as the Corrine Jones Park.

2. Taking the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the Bristol Creek/Bristol Park/Ashbury Hills Area, Lake Charlene Warrington Drainage Area Project, and the Beach Haven Northeast Phase 1, Drainage and Sanitary Sewer Project (Global Match):

   A. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-08-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Bristol Creek/Bristol Park/Ashbury Hills Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $6,189,379;

   B. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-19-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Lake Charlene Warrington Drainage Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $314,274;

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

2. Continued…

C. Approving the *Non-Financial Subgrant Agreement, Escambia County*, Project Number 4177-09-R, between the State of Florida, Division of Emergency Management and Escambia County Board of County Commissioners, for the Local Global Match applied to projects 4177-08-R and 4177-19-R, for the Beach Haven Northeast Phase 1 Drainage and Sanitary Sewer Project, as the fully qualified and eligible project for Local Global Match;

D. Ratifying the December 11, 2014, and February 19, 2015, Board approval authorizing the County Administrator to execute any subsequent Agreements and Program-related documents for these projects, specifically the Local Global Match Application, as referenced in the February 19, 2015, Board Minutes, and specifically authorizing execution of the application to leverage Funds for Local Global Match for these projects;

E. Authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

F. Authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for these projects; and

G. Accepting, subject to Legal review and sign-off, any Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are part of the project scopes.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (19), Mandated Conditions, Subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

July 14, 2016

Mr. Chris Curb
Engineering Manager
Escambia County
3363 West Park Place
Pensacola, Florida 32505

Re: FEMA Project Number 4177-08-R, Escambia County Drainage Project

Dear Mr. Curb:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract (DEM No. 16HM-H4-01-27-01-452) between Escambia County and the Division of Emergency Management. Upon completion of the work identified in the contract, a Request for Reimbursement form (Attachment D) should be completed and submitted to the Division for processing in accordance with Paragraphs (17) and (18) of the Agreement. Additional assistance is available regarding your Project on the Florida Division of Emergency Management Website: http://www.floridadisaster.org/Mitigation/Hazard/index.htm. Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Velma Noel, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Velma Noel at (407) 888-3720.

Respectfully,

Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:vsa
Enclosure

Agreement Number: 16HM-H4-01-27-01-452
Project Number: 4177-08-R

FEDERALLY–FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division") and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end April 19, 2018, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Escambia County
Clerk's Original
6/16/2016 CAR II-2A

Agreement Number: 16HM-H4-01-27-01-XXX
Project Number: 4177-08-R

FEDERALLY–FUNDED SUBGRANT AGREEMENT

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THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end April 19, 2018, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Date: 6/22/2016 Verified By: [signature]

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work – Attachment A – and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) <u>AUDIT REQUIREMENTS</u>

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/ processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts of omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement of any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

(f) Exercise any other rights or remedies which may be available under law;

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statute, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division Community Program Manager for this Agreement is:

Ms. Kathleen Marshall
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Division contract manager for this Agreement is:

Ms. Velma Noel
Project Manager
Bureau of Mitigation
Division of Emergency Management
2702 Directors Row
Orlando, Florida
Telephone: (407) 888-3778
Email: velma.noel@em.myflorida.com

(d) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Chris Curb
Engineering Manager – Stormwater
Escambia County
3363 West Park Place
Pensacola, Florida 32505
Telephone: (850) 595-3419
Fax: (850) 595-3444
Email: cacurb@co.escambia.fl.us

(e) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$6,189,379.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances

prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seq.), which prohibits discrimination by public and

private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government of state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statues, which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbing Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: ESCAMBIA COUNTY

By: _____

Name and Title: Grover C. Robinson, IV, Chairman
BOARD OF COUNTY COMMISSIONERS

Date: 6/21/2016

FEID#: 59 6000 598

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

This document approved as to form and legal sufficiency

By: _____

Title: _____

Date: 5/11/16

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: **Miles E. Anderson, for**

Name and Title: Bryan W. Koon, Director

Date: 7/14/2016

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: *Federal Emergency Management Agency: Hazard Mitigation Grant*
Catalog of Federal Domestic Assistance Number: *97.039*
Amount of Federal Funding: $6,189,379.00

THE FOLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
- **OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments**
- **OMB Circular A-87 Cost Principles for State and Local Governments**
- **OMB Circular A-21 Cost Principles for Educational Institutions**
- **OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **Title 44 of the Code of Federal Regulations (CFR)**
- **44 CFR Part 80 Property Acquisition and Relocation of Open Space**
- **44 CFR Part 10 Environmental Considerations**
- **44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:
List applicable compliance requirements as follows:

1. **Recipient is to use funding to perform the following eligible activities:**
    - **Acquisition of hazard prone properties**
2. **Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

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Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to acquire and demolish 27 single family residences in the area of Bristol Park; located in Cantonment, Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-08-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Escambia County, agrees to administer and complete the project per scope of work as submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes. All acquisitions and demolition activities shall be implemented in accordance with 44 CFR 80.17.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient will mitigate 27 single family residences located in the community's 100-year flood zone. The 27 residential properties will be mitigated through acquisition/demolition projects, where the Recipient will acquire, demolish, and remove or decommission infrastructure on these properties. The project will eliminate the historic flooding problems at these addresses by the acquisition of the property and conversion of the land to deed-restricted open space, allowing flood water to be naturally stored on the property. Also the project is part of a comprehensive approach to mitigate flooding issues and restore the floodplain in the Bristol Creek, Bristol Park and Ashbury Hills area. All acquisitions and demolition activities shall be implemented in accordance with 44 CFR 80.17.

Project Locations:

1. 9980 Bristol Park Road, Cantonment, FL 32533;
2. 9990 Bristol Park Road, Cantonment, FL 32533;
3. 10100 Bristol Park Road, Cantonment, FL 32533;
4. 10010 Bristol Park Road, Cantonment, FL 32533;
5. 10011 Bristol Park Road, Cantonment, FL 32533;
6. 10020 Bristol Park Road, Cantonment, FL 32533;
7. 10021 Bristol Park Road, Cantonment, FL 32533;
8. 10031 Bristol Park Road, Cantonment, FL 32533;
9. 10050 Bristol Park Road, Cantonment, FL 32533;
10. 10061 Bristol Park Road, Cantonment, FL 32533;

11. 10070 Bristol Park Road, Cantonment, FL 32533;

12. 10071 Bristol Park Road, Cantonment, FL 32533;

13. 10080 Bristol Park Road, Cantonment, FL 32533;

14. 2703 Ashbury Lane, Cantonment, FL 32533;

15. 2707 Ashbury Lane, Cantonment, FL 32533;

16. 2709 Ashbury Lane, Cantonment, FL 32533;

17. 2711 Ashbury Lane, Cantonment, FL 32533;

18. 2723 Ashbury Lane, Cantonment, FL 32533;

19. 2741 Ashbury Lane, Cantonment, FL 32533;

20. 3010 Ashbury Lane, Cantonment, FL 32533;

21. 3018 Ashbury Lane, Cantonment, FL 32533;

22. 9766 Harlington Street, Cantonment, FL 32533;

23. 9770 Harlington Street, Cantonment, FL 32533;

24. 9840 Harlington Street, Cantonment, FL 32533;

25. 9860 Harlington Street, Cantonment, FL 32533;

26. 2700 Silhouette Drive, Cantonment, FL 32533;

27. 2703 Silhouette Drive, Cantonment, FL 32533;

TASKS & DELIVERABLES:

A) Tasks

1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable

regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division and FEMA.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Recipient shall monitor and manage the acquisition of properties subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

   Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include.

   a) Local Building Official Inspection Report and Final Approval, as applicable.

   b) Copy of Warranty Deed

c) Copy of letters issued by the utility companies involved, confirming that all services have been terminated; as applicable.

d) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, how they were handled.

e) Letter verifying compliance with the State Hazardous Materials and Solid Waste Laws, to include if any hazardous materials were encountered during project activities, if so, how they were handled and disposed of. Copies of all required hazardous waste permits required by local, state and/or federal agencies must be submitted if any hazardous materials were encountered.

f) Letter verifying that all demolition activities occurred within the existing footprint and the staging area was not placed in the wetland.

g) Copy of the U.S. Army Corps of Engineers (USACE) response letter from the review request the Recipient submitted to the USACE on May 4, 2015.

h) Proof of compliance with Project Requirements and Conditions contained herein.

3) During the course of this Agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this Agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and

managerial costs related to the project as identified in the project application. The requests for reimbursement shall include:

1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
2. Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation activities consist of acquiring 27 single family residences in community's 100-year flood zone area of Bristol Park; located in Cantonment, Florida 32533; includes acquire, demolish, and remove or decommission infrastructure on these properties.

The land shall convert to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

All deliverables are due to the Division, 30-days prior to the Period of Performance date of April 19, 2018.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
3) The Recipient should submit a copy of the Warranty Deed.
4) The Recipient shall provide a copy of any letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

D) Environmental:

1) Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3) The Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division's State Environmental Officer within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) Best management practices shall be used during project work to minimize soil erosion, sediment migration and turbidity with special focus on work in or around wetlands and other sensitive areas.

6) Recipient shall handle, manage, and dispose of potentially hazardous waste, universal waste, and hazardous materials in accordance with the requirements of local, state, and federal regulations. These materials may include, but are not limited to asbestos, propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, polychlorinated biphenyls (PCBs), other petroleum products, used oil filters, fuel filters, cleaning chemicals, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc. Verification of compliance with all federal, state and local abatement and disposal requirements is required at closeout.

7) The Recipient shall refrain from placing the staging area in the wetland and ensure all demolition activities occur within the existing footprint.

8) A copy of the U.S. Army Corps of Engineers (USACE) response letter from review requested by Recipient on May 4, 2015, is required at closeout.

Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance (POP) shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a POP extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) If the Recipient is not the current title holder of the affected properties, the Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in

that component of a project if land or easements are obtained involuntarily.

This is FEMA Project Number **4177-08-R,** is funded under Severe Floods HMGP-4177-DR-FL.

The project was awarded by FEMA on ***April 19, 2016***; with a Pre-Award date of February 09, 2015, and the POP for this project shall end on April, 19, 2018**.**

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contract Processing:	2	Months
Acquiring 27 Properties:	2	Months
Construction Plan/Technical Specifications:	1	Month
Title search, Deed Restriction/Recording:	1	Month
Asbestos Test, Abatement:	1	Month
Environmental, Permitting, Bidding:	1	Month
Construction/Demolition:	12	Months
Weather Delays:	1	Month
Final Inspection/Closeout:	3	Months
Total Period of Performance:	**24**	**Months**

BUDGET:

Line Item Budget*

	Project Costs	Federal Share
Acquisition:	$4,931,175.00	$4,931,175.00
Construction/Demolition:	$805,630.00	$805,630.00
Permitting/Fees:	$23,970.00	$23,970.00
Grant Management:	$398,604.00	$398,604.00
Pre-Award:	$30,000.00	$30,000.00
Total Project Costs:	**$ 6,189,379.00**	**$ 6,189,379.00**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

This project has a Pre-Award, approved by FEMA in the amount of $30,000.00 project costs with a start date of ***February 09, 2015***

This project Global Match is provided by FEMA Project number 4177-09-R

Funding Summary

Federal Share:	$6,189,379.00	(100.0%)
Total Project Cost:**	**$6,189,379.00**	**(100.0%)**

***The project cost is inclusive of administrative cost.*

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Long-term Recovery Guidance; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. **You are reminded that no construction may occur in this phase that a full environmental review must be completed prior to funding Phase II.**

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) OMB Circulars A-21, A-87, A-110, A-122
(5) Chapter 473, Florida Statutes
(6) Chapter 215, Florida Statutes
(7) Section 768.28, Florida Statutes
(8) Chapter 119, Florida Statutes
(9) Section 216.181(6), Florida Statutes
(10) Cash Management Improvement Act Of 1990

(11) American with Disabilities Act
(12) Section 112.061, Florida Statutes
(13) Immigration and Nationality Act
(14) Section 286.011, Florida Statues
(15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(19) 28 CFR applicable to grants and cooperative Agreements
(20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(22) Section 504 of the Rehabilitation Act of 1973, as amended
(23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(24) 28 CFR, Part 42, Subparts C, D, E, and G
(25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(26) 42 U.S.C. 5154a
(27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

RECIPIENT NAME: Escambia County

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 16HM-H4-01-27-01-XXX

FEMA TRACKING #: 4177-08-R INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal __%	Obligated Non-Federal __%	Previous Payments	Current Request	**DEM Use Only**	
					Approved	Comments

TOTAL CURRENT REQUEST: $ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION GRANT PROGRAM

RECIPIENT: Escambia County DISASTER #: 4177-08-R

CONTRACT #: 16HM-H4-01-27-01-XXX FEMA TRACKING #:

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: _____

If you are requesting an advance, indicate same by checking the box below.

[____] ADVANCE REQUESTED

Advance payment of $_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS **(list applicable line items)**	**20___-20___ Anticipated Expenditures for the First Three Months of Contract**
For Example **ADMINISTRATIVE COSTS** **(**Include Secondary Administration)	
For Example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT Escambia County PROJECT #: 4177-08-R

PROJECT TYPE: Acquisition/Demolition CONTRACT#: 16HM-H4-01-27-01-XXX

DISASTER NUMBER: _____ QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): $_____

Provide reimbursement projections for this project:

July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____
July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____

Percentage of Work Completed (may be confirmed by state inspector's): _____%

Project Proceeding on Schedule: [___] Yes [___] No

Describe milestones achieved during this quarter:

_____

_____

Provide a schedule for the remainder of work to project completion:

_____

_____

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

_____

_____

[___] Cost Unchanged [___] Under Budget [___] Over Budget
Cost Status: :

Additional Comments/Elaboration:

_____

_____

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Escambia County
Recipient's Name

16HM-H4-01-27-01-XXX
DEM Contract Number

4177-08-R
FEMA Project Number

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4177-08-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $6,189,379.00

OBLIGATION/ACTION DATE: April 19, 2016

SUBAWARD DATE (if applicable): _____

DUNS#: 075079673

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Escambia County Board of County Commissioners

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS: 221 Palafox Place, Suite 400, Pensacola, FL 32502

ADDRESS LINE 1: 3363 W. Park Place

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Pensacola STATE FL ZIP CODE+4** 32505

PARENT COMPANY DUNS# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Recipient will mitigate 27 single family residences located in the community's 100-year flood zone. The 27 residential properties will be mitigated through acquisition/demolition projects, where Recipient will acquire, demolish, and remove or decommission infrastructure on these properties. The project will eliminate the historic flooding problems at these addresses by the acquisition of the property and conversion of the land to deed-restricted open space, allowing flood water to be naturally stored on the property. Also the project is part of a comprehensive approach to mitigate flooding issues and restore the floodplain in the Bristol Creek, Bristol Park and Ashbury Hills area.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY STATE ZIP CODE+4**

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial

assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☒ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

RECIPIENT: Escambia County

By: _____

Name and Title: Wilson B. Robertson, Vice-Chairman
BOARD OF COUNTY COMMISSIONERS

Date: _____

FEID#: 59-6000598

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This document approved as to form
and legal sufficiency
By: _____
Title: _____
Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4177-08-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $6,189,379.00

OBLIGATION/ACTION DATE: April 19, 2016

SUBAWARD DATE (if applicable): _____

DUNS#: 075079673

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Recipient will mitigate 27 single family residences located in the community's 100-year flood zone. The 27 residential properties will be mitigated through acquisition/demolition projects, where Recipient will acquire, demolish, and remove or decommission infrastructure on these properties. The project will eliminate the historic flooding problems at these addresses by the acquisition of the property and conversion of the land to deed-restricted open space, allowing flood water to be naturally stored on the property. Also the project is part of a comprehensive approach to mitigate flooding issues and restore the floodplain in the Bristol Creek, Bristol Park and Ashbury Hills area.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial

assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Parcel ID	Address
031S314100000023	810 Tara Cir
031S311500015003	9950 Bristol Park Rd
031S311500015002	2705 Woodbreeze Dr
031S311500028002	2703 Silhouette Dr
031S311500013002	2701 Woodbreeze Dr
031S311500027002	2701 Silhouette Dr
031S311500014002	2703 Woodbreeze Dr
031S311500026002	2700 Silhouette Dr
031S311800000059/60	2703 Ashbury Ln (2 parcels)
031S311500016002	2707 Woodbreeze Dr
031S3118000000080	Ashbury Ln
031S311500000100	Bristol Pk Rd
031S311500034002	10108 Bristol Park
031S311500000200	Pipe Line
031S313101002001	Off Tara Cir
031S311800000058	2705 Ashbury Ln
031S311800000056	2709 Ashbury Ln
031S311800000029	3022 Ashbury Ln
031S311800000055	2711 Ashbury Ln
031S311500033002	10110 Bristol Park
031S311500032002	10112 Bristol Park
031S311500007003	10040 Bristol Park
031S311500008003	10030 Bristol Park
031S311500001003	10100 Bristol Park
031S311500002003	10090 Bristol Park
031S311500003003	10080 Bristol Park

031S311500004003	10070 Bristol Park
031S311500006003	10050 Bristol Park
031S311500005003	10060 Bristol Park
031S311500009003	10020 Bristol Park
031S311500010003	10010 Bristol Park
031S311500011003	10000 Bristol Park
031S311500012003	9990 Bristol Park
031S311500014003	9970 Bristol Park
031S311500013003	9980 Bristol Park
031S311800000034	3012 Ashbury Lane
031S314100000022	815 Tara Cir
031S311800000032	3016 Ashbury Lane
031S311800000057	2707 Ashbury Lane
031S31410000016	3925 Bentwood Lane
031S31180000052	2717 Ashbury Lane
031S31180000030	3020 Ashbury Lane
031S31180000054	2713 Ashbury Lane
031S31180000026	2752 Ashbury Lane
031S31180000035	3010 Ashbury Lane
031S31180000031	3018 Ashbury Lane
031S31180000028	3024 Ashbury Lane

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11398 **County Attorney's Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 12/08/2016
Issue: Settlement of The Estate of Chad Day v. Escambia County, Case No.: 2016 CA 001048
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Mediated Settlement in the Case of Tiffany Jackson as Personal Representative of The Estate of Chad Day v. Escambia County, Case No.: 2016 CA 001048

That the Board take the following action:

A. To approve the settlement reached during mediation for the sum of $150,000.00 to be paid to Tiffany Jackson as Personal Representative for the Estate of Chad Day and her attorneys in exchange for the execution of a general release and stipulation for dismissal with prejudice, and;

B. That the Board authorize the County Attorney's Office to execute a stipulation for dismissal with prejudice once the general release is executed and delivered to the County Attorney's Office and settlement payment is made.

BACKGROUND:

Mr. Day was a pre-trial detainee in the custody of the Escambia County Jail on January 21, 2015. While in a holding cell located in the main jail, Mr. Day committed suicide. The Board authorized certain settlement authority. A mediation was held on August 11, 2016 and the recommended sum of $150,000.00 was within the settlement authority given to the attorneys retained by County's insurers and the County Attorney's Office. In addition to the payment of $150,000.00, certain policy changes were instituted at the jail at the request of the family of Chad Day and an expanded intake report with form will be utilized seeking information about prior suicide attempts and whether the detainee or inmate has been either voluntarily or involuntarily committed previously under the Baker Act.

Attached to this recommendation is the Mediation Settlement Agreement reached

between the County's insurers, the County and Ms. Jackson as Personal Representative for the Estate of Chad Day and her attorney, Ryan Barnett.

BUDGETARY IMPACT:

$92,500.00 payment from general reserve fund representing the deductible of County's insurance policies.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Settlement Agreement

MEDIATION SETTLEMENT AGREEMENT

PLAINTIFF(S): Tiffany Jackson, as personal rep for Estate of Chad Da

DEFENDANT(S): Escambia County Board of County Commissioners

CASE NUMBER: 2016-CA-1048

DATE AND DESCRIPTION OF LOSS: Death by suicide

The undersigned parties hereby agree to settle this case as follows: Subject to Board approval

Payment of $150,000 (within 30 days of receipt of signed release, Medicare addendum, W9, payee instructions - check payable to Plaintiff + CMS unless lien/no lien letters - Medicare query must be completed for decedent's daughte Confidentiality - see below; Suit dismissed/withdrawn; Policy agreements for Jail as attached. Attorneys fees & costs to be borne by each side.

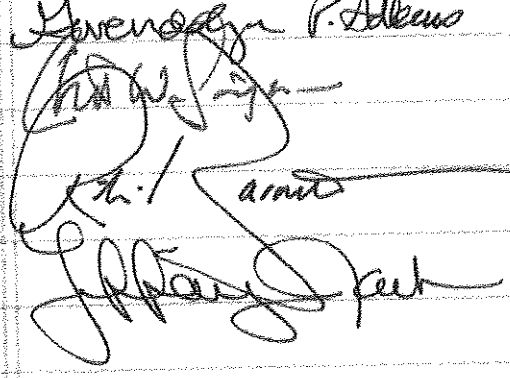
DATED this 11th day of August, 2016.

Terms and conditions of agreement shall remain ~~of~~ confidential except for legal and/or accounting purposes as necessary.

Estate of Chad Day v. Escambia County

(1) Shoe laces & belts removed -
(2) Modification of partitions for improved visibility
(3) Elimination of any potential tie-off points
(4) Suicide awareness training - 2x/year
(5) FCIC/NCIC check - federal/state database
(6) "Chad Day Intake Report"
- asks about suicide
- asks about Baker Act

Lieutenant P. Adkins 8/11/16



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11418 **County Attorney's Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 12/08/2016
Issue: Settlement of the Matthew Sarnacki v. Alisha McDaniel and Escambia County, Florida, Case No.: 2014 CA 000772
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of the Matthew Sarnacki v. Alisha McDaniel and Escambia County, Florida, Case No.: 2014 CA 000772

That the Board take the following action:

A. Approve a settlement payment of $15,000.00 to Matthew Sarnacki in exchange for the execution of a general release and hold harmless agreement and a stipulation for dismissal with prejudice of the pending lawsuit; and

B. Authorize the County Attorney's Office to execute a stipulation for dismissal once the general release is executed and delivered to the County Attorney's Office and settlement payment is made.

BACKGROUND:

On June 13, 2011, the Division of Roads and Bridges through the use of inmate labor under the control of a Road Prison Correction Officer was performing shoulder work on Sanders Street at its intersection with Burgess Road. One lane of Sanders was blocked off to allow the work to proceed. An inmate using a "stop"/"slow" paddle was directing traffic southbound into the northbound lane. Ms. McDaniel was directed into the northbound lane. At that time, Mr. Sarnacki was operating a Honda Civic on Burgess traveling from east to west. As he approached the intersection, the inmate signaled Ms. McDaniel to proceed. A stop sign governed the southbound traffic on Sanders Street across Burgess Road. However, Ms. McDaniel interpreted the signal from the inmate to proceed slowly that traffic was clear and she need not stop at the stop sign. Mr. Sarnacki's motor vehicle was hit on the passenger side by Ms. McDaniel's vehicle. He suffered injuries to his neck and forehead. According to testimony given by Mr. Sarnacki in his deposition he claims that he was wearing his seatbelt at the time of collision. However, statements made by Mr. Sarnacki to Escambia County EMS personnel reflect that he was not restrained by a seatbelt.

Mr. Sarnacki was seen by Dr. Charles P. McGrath, D.C. for several months and discharged initially with a 9% impairment to the neck with pain radiating into the right arm and right leg. Later, an MRI was conducted which showed bulging discs at certain levels of the spine in the neck. After the review of the MRI, Dr. McGrath increased the impairment rating from 9% to 14% impairment of the body as a whole.

Mr. Sarnacki claimed loss of wages and earning capacity because of his injuries from the accident. However, personnel records obtained from several employers for whom Mr. Sarnacki had worked after the accident showed that he was able to perform physical labor and that he left certain positions either on his own or was terminated because of attitude issues. It does not appear that there were significant changes in Mr. Sarnacki's lifestyle after the accident. He continued to have an active recreational and social life.

Ms. McDaniel was insured by USAA and was represented by Gerard Chiesa of the Conroy Simberg firm. Ms. McDaniel's insurance company contributed $15,000.00 towards the settlement sum of $30,000.00. The County contributed the remaining $15,000.00. A jury could have found that the County was primarily responsible for the accident due to the actions of its inmate flagman in signaling to Ms. McDaniel to proceed through the intersection. In addition, Mr. Sarnacki had over $8,000.00 in unpaid medical bills from his treatment from Dr. McGrath and other providers, including the MRI provider.

This settlement is within the realm of jury verdicts for a soft tissue, permanent neck injury with the possibility of a bulging disc being attributed to the accident. In addition, liability is unfavorable to the County. This office recommends the settlement of $15,000.00 as being a reasonable resolution of this lawsuit in conjunction with the contribution from USAA of an equal share of $15,000.00.

Attached to this recommendation is a copy of the Mediation Settlement Agreement signed between the parties.

BUDGETARY IMPACT:

$15,000.00 to be paid from general reserve funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Peppler will prepare general release and other settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Settlement Agreement

SETTLEMENT AGREEMENT

Pursuant to the settlement conference held on this the 21st day of November, 2016, the parties have agreed to the following terms:

Alisha Mc Daniel and Escambia County will ~~pay~~ pay to Matthew Sarnacki, the sum of $ 30,000.00 in full compromise, settlement and satisfaction of all claims by Matthew Sarnacki against Alisha McDaniel and Escambia County, FL. The settlement will not be final and effective until the settlement ~~check~~ is ~~received~~ approved by the Board of County Commissioners.

~~however, all parties agree that this settlement agreement is fully binding, requiring only the payment of the agreed upon sum by _____ to _____.~~

Matthew Sarnacki further agree(s) to execute a general release upon receipt of the aforementioned amount from Alisha Mc Daniel and Escambia County, Florida.

Additional Terms:

1) This settlement is contingent upon approval by the Board of County Commissioners.
2) Alisha Mc Daniel shall pay $15,000.00 and Escambia County, Fla shall pay $15,000.00 for a total sum of settlement of $30,000.00.
3) Matthew Sarnacki, in exchange for the settlement sum, will execute seperate general releases and hold harmless agreements in favor of Alisha Mc Daniel and Escambia County, Fla. (ser)

DATED at Pensacola, Florida, this 21st day of November, 2016.

Plaintiff

495506
attorney for Plaintiff

James Downs, rep for USAA

Attorney for McDaniel

Attorney for Escambia County Fla

Brian H. Kirkland
Kirkland & McGhee, P.A.
1801 N. 9th Avenue
Pensacola, FL 32503
(850) 332-6120
Florida Bar #: 946941
Mediator #: 15343R

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11454 **County Attorney's Report** **12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 12/08/2016
Issue: Agreed Settlement with the Florida Department of Revenue
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreed Settlement with the Florida Department of Revenue

That the Board take the following action regarding the Agreed Settlement with the Florida Department of Revenue:

A. Approve the Agreed Settlement with the Florida Department of Revenue; and

B. Authorize the County Attorney's Office to execute and file the settlement agreement.

BACKGROUND:

The County's records were previously audited by the Florida Department of Revenue (DOR) for sales and use tax liability pursuant to Chapter 212, Florida Statutes, for an audit period extending from October 1, 2012, through September 30, 2015. Following the DOR's investigation, the County received a proposed assessment citing a deficiency for unpaid sales taxes in the amount of $104,873.83 plus interest relating to payments received by the County for stall rentals at the County's Equestrian Center and monthly commission payments received from the inmate telephone service provider. The Clerk's Office and the County agreed to the proposed audit changes related to the stall rental payments, and on July 22, 2016, the Clerk's Office remitted payment to the DOR in the amount of $23,334.99 for the uncontested portion of the assessment.

By Board action on September 1, 2016, the County Attorney's Office was directed to file a petition for formal protest with the Florida Department of Revenue, Office of General Counsel, contesting the proposed assessment and requesting an administrative hearing with either the Department or the Division of Administrative Hearings (DOAH). The Petition was promptly filed on September 9, 2016, and upon review, the DOR offered the proposed settlement agreement wherein the DOR has agreed to compromise the contested portion of the assessment in its entirety, leaving a zero balance due as it relates to the Proposed Assessment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin D. Hual has reviewed and approved the proposed settlement agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreed Settlement

County's Petition for Administrative Hearing

Exhibit A to Petition

STATE OF FLORIDA
DEPARTMENT OF REVENUE

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	)	
Petitioner,	)	
vs.	)	DOR CASE No.
DEPARTMENT OF REVENUE,	)	
Respondent.	)	

AGREED SETTLEMENT
ENTERED PURSUANT TO SECTION 120.57(4), F.S.

The parties hereto, Escambia County Board of County Commissioners (hereafter, "Petitioner"), and the Florida Department of Revenue (hereafter, "Respondent"), pursuant to Section 120.57(4), Florida Statutes, wishing to compromise and settle the issues raised in the above-captioned matter, through their undersigned counsel enter into this Agreed Settlement and state:

1. This is an action brought by the Petitioner, pursuant to Sections 120.80(14) and 72.011, Florida Statutes, to challenge an assessment of sales and use tax imposed by Chapter 212, Florida Statutes, including tax and interest, as set forth in a Notice of Proposed Assessment issued to the Petitioner, dated August 8, 2016 (hereinafter, the "Assessment") for the audit period October 1, 2012, through September 30, 2015 (hereinafter, the "Audit Period"). The assessment arose from audit number 200194255.

2. Petitioner contested the assessment for the reasons set forth in detail in its Petition dated September 9, 2016, filed in this proceeding (hereinafter, the "Petition").

3. Based on the uncertainties of litigation and the unique facts of this case, the parties have agreed to enter into this Agreed Settlement as a complete and final settlement and compromise of their respective claims and defenses in this case. On July 22, 2016, the Petitioner paid the undisputed amount of tax, interest and per diem interest of $23,334.99 related to Exhibit A02 of the Audit, leaving only the assessment of tax ($84,090.24) and related interest for Exhibit A01 outstanding. Exhibit A01 involves an assessment of tax and related interest under s. 212.031, F.S., regarding payments received by Petitioner under a contract for the provision of inmate phone services. After a review of the Petition, file, and additional information supplied by the Petitioner, the Department agrees to compromise the remainder of the Assessment (tax and interest; penalties were not assessed), leaving a zero balance.

4. The Petitioner agrees it will not seek a refund of any undisputed amounts previously paid. The Respondent agrees that it will not issue any additional assessment of sales and use tax, interest or penalty for the Audit Period absent fraud or misrepresentation of a material fact.

5. This Agreed Settlement is intended solely to resolve the Assessment that has been challenged by Petitioner, and settlement is based upon the hazards of litigation unique to this action and the relative positions taken by the parties herein are based upon an evaluation of those unique risks. Nothing contained herein shall be deemed to apply to any other taxpayer, to any other type of tax, or to any other tax period. No inference shall be drawn from this Agreed Settlement concerning other taxpayers, other audit periods, or other types of taxes. Nothing in this Agreed Settlement shall be construed as a policy statement of general applicability, and this

Agreed Settlement shall not be construed as an admission or endorsement of the validity of the positions taken by the parties in this matter.

6. Each party shall bear its own costs of litigation, including any attorney's or accountant's fees; provided, however, that reasonable attorney's fees for noncompliance with the terms of this Agreed Settlement shall be recoverable.

7. The parties have fully authorized their respective counsel to execute this Agreed Settlement on their behalf. This Agreed Settlement may be executed in counterparts, and any counterparts which together contain the signatures of both parties (or their designated representative) shall be deemed a single original of this Agreed Settlement. True copies of the signatures of the parties shall be treated as equivalent to originals.

[*signatures on following page*]

Escambia County Board of County Commissioners
Petitioner

Signed this ____ day
of _____, 2016.

_____

Kristin D. Hual
Florida Bar No. 0594407
Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
(850) 595-4970

Florida Department of Revenue
Respondent

Signed this ____ day
of _____, 2016.

_____

Thomas K. Butscher
Florida Bar No. 176011
Assistant General Counsel
Florida Department of Revenue
Post Office Box 6668
Tallahassee, Florida 32314-6668
(850) 617-8347

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

CHARLES V. PEPPLER
Deputy County Attorney
Board Certified Civil Trial Law

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

KRISTIN D. HUAL
Assistant County Attorney
Board Certified City, County, and Local Government Law

MEREDITH D. CRAWFORD
Assistant County Attorney

BARBARA ELLIS-WIGGINS
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

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

September 9, 2016

VIA E-MAIL, U.S.MAIL AND FACSIMILE
Mr. Tom Butschet, Esquire
Office of General Counsel
Florida Department of Revenue
P.O. Box 6668
Tallahassee, FL 32314-6668

Re: Escambia County's Petition for Administrative Hearing; Audit Number 200194255

Dear Mr. Butschet:

Enclosed please find Escambia County's formal protest and petition for administrative hearing relating to the Notice of Proposed Assessment, dated August 8, 2016, that was received by the Escambia County Clerk of the Circuit Court and Comptroller on August 16, 2016.

As stated in the Petition, the County seeks review of the cited deficiency for unpaid sales taxes relating to payments received by the County from the inmate phone service provider, which was improperly assessed as consideration for a license to use space within the County Jail facilities. The County is not seeking review of that portion of the proposed assessment related to stall rental transactions for which the County previously paid the uncontested portion of the assessment with interest in the amount of $23,334.99.

Before referring the matter to the Division of Administrative Hearings, the County requests the opportunity to review the proposed assessment with the Office of General Counsel and discuss available settlement options.

Thank you for your attention to this matter.

Sincerely,

Kristin D. Hual
Assistant County Attorney

STATE OF FLORIDA
DEPARTMENT OF REVENUE

ESCAMBIA COUNTY, acting by
and through its BOARD OF
COUNTY COMMISSIONERS,
Petitioner,
v.

State of Florida,
Department of Revenue,
Respondent.
_____/

ESCAMBIA COUNTY'S PETITION FOR ADMINISTRATIVE HEARING

On or about August 16, 2016, Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), received a Notice of Proposed Assessment, dated August 8, 2016, from the Florida Department of Revenue (hereinafter referred to as "DOR"). The County hereby submits the following as the basis for the County's formal protest of the proposed assessment and request for administrative hearing:

I. INTRODUCTION

The County seeks review of the DOR's Notice of Proposed Assessment citing a deficiency for unpaid sales taxes relating to payments received by the County from the inmate phone service provider, Centurylink, which was improperly assessed as consideration for a license to use space. For the purpose of this Petition, the County is not seeking review of that portion of the proposed assessment related to stall rental transactions

for which the County previously paid the cited deficiency with interest in the amount of $23,334.99.

II. STATEMENT OF FACTS

A. Tax Audit Proceedings.

On November 18, 2015, the Office of the Clerk of the Circuit Court and Comptroller of Escambia County (hereinafter referred to as the "Clerk's Office") received a Notice of Intent to Audit Books and Records (DR-840) from the DOR with notification that the County would be subject to a sales and use tax audit for a period from 10/1/2012 through 9/30/2015 (Audit Number 200194255). One week later, on November 25, 2015, the Clerk's Office promptly submitted the pre-audit questionnaire along with the requested electronic records to tax auditor, William P. Herman, and agreed to waive the sixty (60) day notice period.

Several months transpired, and on March 15, 2016, the auditor contacted the Clerk's Office by facsimile to request additional supporting documentation related to the audit and also inquired about the County's contractual relationship with the inmate phone service provider at the Escambia County Jail. The Clerk's Office promptly provided a copy of the current agreement with the provider, Centurylink, and on April 13, 2016, the auditor sent another brief communication by facsimile to advise he had concluded the payments from the inmate phone

service provider were "considered to be a *license to use space* and subject to sales tax..."

By correspondence dated May 2, 2016, the auditor sent a follow-up request for additional documentation necessary to complete the audit and stated he would contact the Clerk's Office on May 16th to "answer any questions..." On May 4, 2016, the Clerk's Office promptly provided the auditor with all requested documentation, to include the detail transaction reports relating to the payments received from Centurylink during the audit period.

Without further notice or opportunity for discussion, the Clerk's Office received a Notice of Intent to Make Audit Changes (DR-1215) 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 "stall rentals" at the County's Equestrian Center, for which 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 the monthly payments received from the inmate phone service provider, Centurylink, for which a sales tax was assessed in an

amount equal to $84,090.24, exclusive of any interest or penalties.

By correspondence dated June 29, 2016, the Clerk's Office submitted a written request for an audit conference, and on July 6, 2016, representatives of the Clerk's Office and the County Attorney's Office met with the auditor, William Herman, and the auditor supervisor, Jane Sturgill, to discuss the proposed audit changes. Other than referencing the plain language of the statute, neither the auditor nor the auditor supervisor provided any legal authority or other explanation to support the auditor's conclusion that the fees paid by Centurylink pursuant to the subject agreement were taxable as consideration for a *license to use space* solely because Centurylink retained ownership of the phones that were installed at the Jail facilities. As a result, the parties agreed to the proposed audit changes related to the stall rental payments, but remained opposed as to the taxability of the payments from the inmate phone service provider.

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 with interest, and on August 16, 2016, the Clerk's Office received a Notice of Proposed Assessment (DR-831) 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. (See Notice of Proposed Assessment, attached hereto as Exhibit A.)

B. Inmate Telephone Service Agreement.

Pursuant to Florida law, the county is responsible for the operation and maintenance of county detention facilities for the detention of persons charged with or convicted of felony or misdemeanor crimes with funding provided from the general revenue fund of the county. The county is required to designate a chief correctional officer (CCO) to enforce discipline among inmates and manage the county jail facilities. See §951.06, Florida Statutes. Upon the adoption of an ordinance, the sheriff may be designated by the county as the CCO charged with oversight of the county correctional system. See §951.061, Florida Statutes.

In 1994, the County enacted an ordinance designating the Escambia County Sheriff as the CCO, and on April 29, 1994, the County and Sheriff entered into an agreement whereby the Sheriff was charged with the duty to operate, manage, and maintain the Escambia County Correctional System, subject to the requirements of state and federal law. As provided in the agreement, such duties specifically included, among other things, the provision of telecommunication services at the Jail for the inmate population.

In 2013, the County repealed the aforementioned ordinance, and effective October 1, 2013, the County assumed responsibility from the Sheriff for the operation of the Escambia County Correctional System. To effectuate the transfer, the County and Sheriff terminated the prior agreement, and on September 24, 2013, entered into an agreement wherein the County agreed to operate, manage, and maintain the Escambia County Correctional System, subject to the requirements of state and federal law, and further agreed to assume all existing contractual obligations related to the operation of the Jail facilities. One such contractual obligation was the Sheriff's existing agreement with Centurylink (f/k/a Embarq Payphone Services), which granted an exclusive license to provide inmate telephone services (ITS) for the County Jail in exchange for a fee equal to a fixed percentage of the total amount billed for inmate phone calls per month, exclusive of any taxes or regulatory fees.

In anticipation of the effective transfer date, the Sheriff terminated the existing agreement with Centurylink, and on September 5, 2013, the County entered into an agreement with Centurylink reflecting the same material terms of the ITS agreement previously negotiated by the Sheriff. Accordingly, the County's agreement with Centurylink granted the same exclusive license to provide ITS within the Jail in exchange for

a license fee that was calculated as a percentage of the total revenue generated per month exclusive of all applicable taxes and regulatory fees paid by Centurylink. Centurylink retained ownership of the ITS equipment, which consisted of approximately seventy-two (72) coinless pay-telephones that were previously installed in the inmate housing units throughout the Main Jail facility in 2002 at the inception of the Sheriff's original agreement.

The ITS funds remitted to the County by Centurylink are deposited in the County's Inmate Welfare Fund (IWF), which was established and is maintained in accordance with §951.23, Florida Statutes. Such funds may be expended solely for the education and welfare of the inmates housed in the Jail facility. Currently, the IWF provides funding for numerous essential inmate programs and services, including two full-time correctional chaplains, instructors for various educational programs and life skills courses, a law librarian, and civil legal services. IWF funds are also utilized for inmate work and recreational supplies, religious materials, hygiene supplies for indigent inmates, and postage for inmate mail.

After assuming the operation of the Jail facilities, the County issued a competitive solicitation for ITS in July of 2014, and received five responsive bids from various providers, including a bid from Centurylink. Due to recently enacted rate

regulations imposed by the Federal Communications Commission (FCC), the per-call rates proposed by each provider were uniform. The determining factor when selecting a provider was the percentage of ITS generated revenue each provider proposed to remit back to the County as a license fee that would ultimately supplement the Inmate Welfare Fund for the benefit of the inmate population.

With percentages ranging from 68%-96%, Centurylink was deemed the most responsive bidder with a proposed return of 96% of gross revenue exclusive of any taxes and regulatory fees due and owing by Centurylink, and on September 25, 2014, the County entered into the current ITS agreement with Centurylink ("Agreement"). (See Agreement Relating to Inmate Phone Service PD13-14.064, attached as Exhibit B.)

There are now approximately eighty-six (86) coinless pay-telephones installed within each inmate housing unit at the Main Jail facility, and an additional twelve (12) pay-telephones are currently installed at a separate facility where a portion of the inmate population has been temporarily housed since May of 2014, after an explosion destroyed the Jail's central booking and detention facility. To date, all fees remitted by Centurylink as consideration for the exclusive license to provide inmate telephone service within the Jail's facilities

are deposited into the Inmate Welfare Fund and expended solely for the benefit of the inmates housed in the Jail.

III. ARGUMENT

A. The subject agreement is not taxable as a license to use space where the ITS equipment is on the County's property under a contract of bailment.

Pursuant to §212.031, Florida Statutes, "every person is exercising a taxable privilege who engages in the business of renting, letting, or granting a license for the use of any real property..." A "License" is defined as the granting of a privilege to use or occupy a building or a parcel of real property for any purpose. Section 212.02(10)(i), Florida Statutes.

In contrast, when tangible personal property is left on the premises under a contract of bailment, the bailee is not exercising a privilege taxable under the provisions of §212.031, Florida Statutes, relating to leases, licenses, or rentals of real property. Rule 12A-1.070(22), Florida Administrative Code. A "bailment" is a contractual agreement whereby the bailor delivers tangible personal property to the bailee, and the bailor relinquishes exclusive possession, control, and dominion over the property. Rule 12A-1.070(22)(b), Florida Administrative Code.

As provided in the terms of the Agreement, Centurylink retains ownership of the ITS equipment (i.e. the pay-telephones) but has relinquished exclusive possession, control, and dominion of the equipment while the telephones remain installed within the confines of the Jail facilities. The phone service is monitored by remote access and technical support is primarily provided through non-intrusive remote diagnostic testing. If any physical repairs or replacement are required, a Centurylink technician must schedule a service call during regular business hours and is permitted access to the secure facility only with Jail staff present. Centurylink has no other means to access the equipment and retains no right to use or occupy the facilities. Thus, the subject Agreement is not taxable as "a license to use space" where the ITS equipment remains on the Jail premises under a contract of bailment.

B. <u>The subject agreement is not taxable where the fee is consideration for an exclusive license to provide a service; and if any portion is construed as a taxable license to use space then the total consideration paid should be equitably allocated based upon fair rental value</u>.

Pursuant to §212.031(1)(c), Florida Statutes, for the exercise of a privilege to use space, a tax shall be paid at a rate of six percent on all consideration paid for the privilege to use or occupy such property. However, payments for

"intrinsically valuable personal property" such as franchises are not subject to tax, and where such an arrangement provides for payments for a taxable license to use space and a non-taxable privilege to conduct a business then the tax shall be based on a reasonable allocation of such payments and shall not apply to the non-taxable intangible portion. Section 212.031(1)(c), Florida Statutes.

As provided in the subject Agreement, Centurylink retains an exclusive license to provide inmate telephone service within the County Jail facilities in exchange for a license fee equal to a percentage of the total amount billed per month, exclusive of taxes and regulatory fees. The subject Agreement does not grant Centurylink any right to use or occupy the Jail's facilities and possession of the ITS equipment is relinquished to the custody of the Jail unless or until the Agreement is terminated. The fee paid by Centurylink is consideration for the "intangible" privilege to provide a service within the Jail, which is not taxable as "a license to use space" separate and apart from the taxable transactions between Centurylink and the ITS user(s) for which the appropriate tax was paid by Centurylink.

Assuming arguendo, the subject Agreement is construed as a taxable license to use space then the total fee paid by Centurylink should be equitably allocated under the principles

of §212.031(1)(c), Florida Statutes, with the tax determined based solely upon the taxable portion of the fee attributed to the value of the license to use or occupy the property. Namely, the fair rental value of the square footage occupied by the ITS equipment.

Currently, Centurylink retains ownership of approximately eighty-six (86) telephones throughout the Main Jail facility and twelve (12) additional phones for the Jail's temporary housing facility. Each telephone measures approximately 21" in height by 7.75" in width. (See representative photograph, attached hereto as Exhibit C.) In total, the ITS equipment occupies minimal square footage within the Main Jail facility, which is over 215,000 square feet, and the temporary housing facility, which is approximately 30,830 square feet.

During the audit period, the average monthly fee remitted to the County totaled approximately $48,747.90. By any standard, such an amount far exceeds what could be characterized as the "fair rental value" of the property occupied by the ITS equipment. Thus, if any portion of the fee may be construed as a license for the use of a portion of the Jail facilities, the total fee should be equitably allocated to exclude any tax on the non-taxable "intangible" license to conduct business with the tax applied only to that portion representing the fair

rental value of the property utilized for the ITS equipment on a square footage basis.

IV. Conclusion

Accordingly, the County's request for an administrative hearing in protest of the DOR's Notice of Proposed Assessment should be granted and the subject agreement deemed non-taxable with the cited deficiency for unpaid sales taxes relating to payments received from the inmate phone service provider dismissed.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this Petition was furnished to Tom Butschet, electronically at Butschet@DOR.state.fl.us; Florida Department of Revenue, Office of General Counsel, P.O. Box 6668, Tallahassee, FL 32314-6668 via U.S. Mail; and via facsimile to (850) 488-7112 on this 9th day of September, 2016.

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

By: Kristin D. Hual
Florida Bar No. 0594407
kdhual@myescambia.com
Assistant County Attorney
Counsel for Escambia County

FLORIDA

NOTICE OF PROPOSED ASSESSMENT

08/08/2016

Audit Number : 200194255
Tax : Sales and Use Tax
ID Number : 59-6000598
Audit Period : 10/01/2012 - 09/30/2015

ESCAMBIA COUNTY BOARD OF COUNTYCOMMISSIO
221 PALAFOX PL STE 130
PENSACOLA FL 32502-5833

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).

COUNTY ATTORNEYS OFFICE
16 AUG 2016
AM 10:45

Refer questions and correspondence to:

Compliance Support Process
P.O. Box 5139
Tallahassee, FL 32314-5139
Phone: 850-617-8565 Fax: 850-245-5981

EXHIBIT
A

FLORIDA

Addendum to Notice of Proposed Assessment
Schedule of Tax, Penalty and/or Interest

08/08/2016

Audit Number : 200194255
ESCAMBIA COUNTY BOARD OF COUNTYCOMMISSIO Tax : Sales and Use Tax
221 PALAFOX PL STE 130 ID Number : 59-6000598
PENSACOLA FL 32502-5833 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
					Balance Due		$ 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** 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

FLORIDA

DR-839
N.10/03

NOPA Remittance Coupon

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.

DR-839
N.10/03

Detach For Processing

NOPA Remittance Coupon

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11380 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/08/2016
Issue: 31 Madrid Road
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning 31 Madrid Road

At Commissioner Steven Barry's request, that the Board discuss and consider whether to settle a claim in the amount of $50,000 for stormwater damage at 31 Madrid Road, with any action conditioned upon receipt of a properly executed release from the property owners.

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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11396 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/08/2016
Issue: Settlement Agreement Resolving Pending Legal Issues in the Innerarity Island Development Corporation Cases 2014 CA 000237 and 2014 CA 002103
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Settlement Agreement Resolving Pending Legal Issues in the Innerarity Island Development Corporation Cases 2014 CA 000237 and 2014 CA 002103

That the Board authorize the Chairman to sign a settlement agreement resolving pending legal issues in the following cases:

A. Escambia County v. Innerarity Island Development Corporation (IIDC), Case No.: 2014 CA 000237; and

B. Escambia County v. Kathy Collins & IIDC, Case No.: 2014 CA 002103.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

A proposed Settlement Agreement is being recommended by Charles V. Peppler, Deputy County Attorney and Attorney Sally B. Fox, representing Escambia County.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.