

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 – February 16, 2017 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.
6. Presentation - Plaque to Dennis McKinnon for his service as Commissioner Grover C. Robinson, IV's, appointee on the Escambia County Tourist Development Council, from February 3, 2005 – February 2, 2017.

7. Proclamations.

Recommendation: That the Board take the following action concerning adoption/ratification of Proclamations:

A. Adopt the Proclamation expressing appreciation to Shelly Marshall for developing Escambia County's RESTORE Program into one of the top-recognized programs in Florida and for her many contributions to the community;

B. Adopt the Proclamation commending Ms. Bentina C. Terry on her many accomplishments and her commitment to her community, congratulating Ms. Terry on her selection as Senior Vice President of the Metro Atlanta Region for Georgia Power, wishing her the best success in her endeavors, and looking forward to her future return to Escambia County; and

C. Ratify the Proclamation dated January 26, 2017, congratulating Reverend Clarence E. Salter, Jr., on his retirement after serving 49 years in the ministry and commending him for his dedication to his community and to his congregation.

8. Written Communication:

A. Recommendation Concerning Environmental (Code) Enforcement MSBU Relief - 828 Tina Avenue.

Request from Mica Johnson asking relief on the MSBU attached to her 2016 tax bill for clean up conducted on her property located at 828 Tina Avenue.

That the Board review and consider relief request made by Mica Johnson against property located at 828 Tina Avenue in the form of an MSBU.

B. January 19, 2017, communication from Isaac T. Newlin requesting that he be allowed to pay the original Municipal Services Benefit Unit Special Assessment Lien, in the amount of \$413.50, placed on the property he owns located at 900 Corto Drive, Pensacola Beach, Florida, and that all interest accrued against the Lien be waived.

C. January 24, 2017, e-mail communication from Mark Taylor requesting relief of an Environmental Code Enforcement Lien against property located at 12361 Ailanthus Drive.

Recommendation: That the Board review and consider lien relief request made by Mark Taylor against property located at 12361 Ailanthus Drive.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy. Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does fall within the criteria that would allow the County Administrator to act on the Board's behalf to grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

County Administrator Jack Brown sent a denial letter to Mark Taylor on January 19, 2017.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting the updated Brownsville Community Redevelopment Plan.

Recommendation: That the Board adopt the updated Brownsville Community Redevelopment Plan, as requested by the Community Redevelopment Agency.

11. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 86, Article V, of the Escambia County Code of Ordinances, relating to Disclosure Regarding Abutting Roadways.

Recommendation: That the Board adopt an Ordinance amending Chapter 86, Article V, Sections 86-161 through 86-170, of the Escambia County Code of Ordinances relating to Disclosure Regarding Abutting Roadways, adding a requirement that all infrastructure maintenance responsibilities in new subdivisions be disclosed by sellers prior to closing.

12. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 2, Article 5, "Subdivision," Section 2-5.7, "Final Plats," of the Land Development Code.

Recommendation: That the Board adopt an Ordinance amending Chapter 2, Article 5, "Subdivision," Section 2-5.7, "Final Plats," of the Land Development Code establishing a requirement for an infrastructure maintenance real estate disclosure.

13. 5:34 p.m. Public Hearing for consideration of adopting an Ordinance to amend Ordinance 2015-53, establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C.

Recommendation: That the Board adopt an Ordinance to amend Ordinance 2015-53, establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C.

14. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the February 9, 2017, C/W Workshop:

A. Allow up to \$25,000 from the toll revenues on a-dollar-for-dollar match with whatever Gulf Breeze spends on landscaping between Highway 98 and the Bob Sikes Bridge; and

B. Take the following action concerning use of discretionary funds for a fundraiser for Kayla Crocker's Children (Funding: Fund 001, General, Commissioner's Discretionary Money, Cost Center 110101, Object Code 58201):

(1) Approve allocating \$250 from Commissioner Jeffrey W. Bergosh's Discretionary Money, and \$250 from Commissioner Steven L. Barry's Discretionary Money, to pay the rental fees associated with the use of the Escambia County Equestrian Center's covered arena and outdoor space on Saturday, March 18, 2017, for a Community Fundraising Event that will benefit Kayla Crocker's children;

(2) Confirm that the required paperwork including a Hold Harmless Agreement will be completed prior to the event;

(3) Waive the County's 10% fee that is normally collected from ticket sales for events held at the Escambia County Equestrian Center; and

(4) Approve the issuance of a Purchase Order for this event.

15. 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 TDT Collection Data for the December 2016 Returns Received in January 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2016 returns received in the month of January 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2017; total collections for the month of December 2016 returns was \$390,377.38; this is a 1.61% increase over the December 2015 returns; total collections year to date are 10.34% more than the comparable time frame in Fiscal Year 2016.

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

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

A. The Escambia-Pensacola Human Relations Commission Financial Statements for Fiscal Year September 30, 2016 and 2015;

B. The Pensacola-Escambia County Promotion and Development Commission, Pensacola, Florida, Financial Statements for the year ended September 30, 2016; and

C. The Financial Statements and Supplementary Information for Fiscal Year September 30, 2016 and 2015, for the Santa Rosa Island Authority, a Component Unit of Escambia County, Florida.

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. Approve the Minutes of the Pensacola City Council and Escambia County Board of Commissioners Joint Session held January 30, 2017;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 2, 2107; and
- C. Approve the Minutes of the Regular Board Meeting held February 2, 2017.

GROWTH MANAGEMENT REPORT

I. Action Item

1. Recommendation Concerning Final Plat Graystone Estates Permit
FP#150300009

That the Board take the following action concerning recording of the Final Plat of Graystone Estates, Phase 1, (a 26-lot single family residential subdivision), located in the Farm Hill Community on Nowak Road and Upland Road. Owned and developed by Northern Gulf Nowak, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording; and

B. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement Without Surety and a Drainage and Access Easement Deed.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

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

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

2. Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director - Florida Department of Health-Escambia

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County, declare surplus, and authorize the disposition of the assets shown in the list provided. The assets listed are County assets held and utilized by the Florida Department of Health in Escambia County.

3. Recommendation Concerning Request for Disposition of Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Office of the Supervisor of Elections, for property which is noted on the Form; the property is to be auctioned as surplus or disposed of properly.

4. Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2017 Proposed Grant Application for Mass Transit Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for March 2, 2017, at 5:31 p.m., for the purpose of receiving comments from the public concerning the Fiscal Year (FY) 2017 proposed Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Projects for Federal Transit Administration (FTA) Section 5307 Funds for Operating and Capital expenses.

[Budgetary Impact - The Grant Application is for a total of \$1,892,843. Operating Assistance (50% portion \$1,419,632) requires a local 50/50 match of \$1,419,632. Operating assistance will be reimbursed at 50% up to the allowed maximum of \$1,419,632. The local match is included in the FY 2017 Budget.

Preventive maintenance, ADA Paratransit Service, and Safety and Security (80% portion \$473,211) requires a 80/20 local match of \$118,302.75, which will be covered by Florida Toll Revenue Credits]

5. Recommendation Concerning the Adoption of a Maintenance Map for Isaacs Lane - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the adoption of a Maintenance Map for Isaacs Lane – approximately 1,670 feet in length, lying north of Beulah Road, and being within Section 33, Township 1 North, Range 31 West:

A. Adopt a Maintenance Map, Engineering Department Map Number L-5086, for Isaacs Lane – approximately 1,670 feet in length, lying north of Beulah Road, and being within Section 33, Township 1 North, Range 31 West. The Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

6. Recommendation Concerning a Short-Term License Agreement with River Resources, LLC, for Temporary Use of County-Owned Property for Removal and Staging of Logs for a Logjams Project on the Perdido River - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning a Short-Term License Agreement with River Resources, LLC, for temporary use of County-owned property for removal and staging of logs relating to the logjams project on the Perdido River:

A. Approve the Short-Term License Agreement with River Resources for temporary use of County-owned property for removal and staging of logs relating to the logjams project on the Perdido River; and

B. Authorize the Chairman to sign the Agreement and other future Agreement-related documents including no-cost extensions, pending Legal review and approval, without further action from the Board.

7. Recommendation Concerning a Site Access Agreement with the State of Florida Department of Environmental Protection to Conduct an Environmental Assessment at 7200 Sparshott Drive - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Site Access Agreement for the property located at 7200 Sparshott Drive:

A. Approve the Site Access Agreement with the State of Florida Department of Environmental Protection to allow the Florida Department of Environmental Protection (FDEP), to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the FDEP and its contractor; and

B. Authorize the Chairman to sign the Agreement and subsequent documents related to the project, subject to Legal review and sign-off.

8. Recommendation Concerning an Appointment to the Escambia County Planning Board - Commissioner Lumon J. May, District 3

That the Board confirm Commissioner Lumon J. May's appointment of William D. Clay to the Escambia County Planning Board, to replace Alvin Wingate, effective February 16, 2017, to run concurrently with Commissioner May's term of office (November 2020) or at his discretion.

9. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, January 19 , 2017 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the January 19, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

10. Recommendation Concerning Change in Use for SHIP Program Funded Rental Development at 1835 Summit Boulevard - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Change in Use for State Housing Initiatives Partnership (SHIP) Program Funded Rental Development at 1835 Summit Boulevard:

A. Review the information from ARC Gateway, Inc. (ARC) regarding the change of use of the property at 1835 Summit Boulevard which was rehabilitated utilizing 2014 SHIP funds; and

B. Authorize the County Administrator or Neighborhood Enterprise Division Manager to send a letter to ARC Gateway, Inc., consenting to the continued use of the property at 1835 Summit Boulevard to serve persons with developmental disabilities at or below 50% area median income in a transitional housing setting.

11. Recommendation Concerning Short-Listing of Firms for Design-Build Services for the New Escambia County Correctional Facility - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve the following firms for short-listing and to move to Stage 2, Request for Proposal, receiving the Design Criteria on Monday, March 20, 2017.

Archer Western Construction/Allstate Construction Joint Venture
W.G. Yates & Sons Construction Company
Whitesell-Green/Caddell Joint Venture

12. Recommendation Concerning County Representation on the City Council's Climate Mitigation and Adaptation Task Force - Jack R. Brown, County Administrator

That the Board take the following action regarding the County's Representation on the City Council's Climate Mitigation and Adaptation Task Force:

A. Approve Carrie Stevenson, Extension Agent III, to serve as the County's representative on the City Council's Climate Mitigation and Adaptation Task Force; and

B. Approve Matt Posner, RESTORE Coordinator, to serve as Alternate in case Carrie Stevenson cannot attend a meeting.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #058 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #058, Other Grants and Projects Fund (110), in the amount of \$45,000 to recognize additional grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC) for the Ex-Oriskany PCB Artificial Reef Monitoring Project. This will increase the grant from \$45,000 to \$90,000; increase the number of samples to be analyzed from 60 up to 120 fish; and extend the expiration date from December 31, 2017 to December 31, 2018.

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

That the Board adopt the Resolution approving Supplemental Budget Amendment #068, Other Grants and Projects Fund (110), in the amount of \$39,648, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County.

3. Recommendation Concerning Supplemental Budget Amendment #069 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #069, Local Option Sales Tax III, (LOST) Fund (352), in the amount of \$353,150, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program (LAP) Agreement, and to appropriate these funds for construction of sidewalks along Old Corry Field Road between Navy Boulevard (SR 30) and Jackson Street.

4. Recommendation Concerning Supplemental Budget Amendment #070 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #070, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320), in the amount of \$1,022,884, to recognize the final apportionment for the 2015 FTA Grant FL90-877-00 received from the Federal Transit Administration (FTA), and to appropriate these funds to be used for ADA Paratransit service, preventive maintenance, purchase 3 replacement buses, purchase bus shelters and amenities, and other operating expenses associated with the Escambia County Area Transit System (ECAT). Funds are also to be used for a transit feasibility study for Orange Beach, Alabama. Florida toll revenue credits will be used as a soft match for the required \$255,721.

5. Recommendation Concerning Supplemental Budget Amendment #071 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #071, Library Fund (113), in the amount of \$6,496, to recognize Grant proceeds from the Panhandle Library Access Network, and to appropriate these funds to be used to purchase an Oculus Rift + Touch, a leading virtual reality device, to purchase a large format printer and three silhouette machines with startup supplies, and to fund travel for an employee to attend YALSA's Young Adult Services Symposium.

6. Recommendation Concerning Supplemental Budget Amendment #072 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #072, General Fund (001), in the amount of \$103,769, to recognize the Sheriff's off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds to offset operating expenses in the Sheriff's Budget associated with these programmatic costs.

7. Recommendation Concerning the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the Fiscal Year 2016-2017 Funding of Pensacola-Escambia County Promotion and Development Commission - Amy Lovoy, Assistant County Administrator

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Rescind the Board's action of October 6, 2016, approving the Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola Relating to the FY 2016-2017 Funding of Pensacola-Escambia County Promotion and Development Commission, the first quarterly draw in the amount of \$137,500, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period, from October 1, 2016, through September 30, 2017; authorizing the Chairman to execute the Interlocal Agreement; and authorizing approval of the necessary Purchase Order;

B. Approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the FY 2016-2017 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of \$550,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2016 through September 30, 2017;

C. Authorize the Chairman to execute the Interlocal Agreement; and

D. Authorize the approval of the necessary Purchase Order.

8. Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Street - David W. Wheeler, CFM, Director, Facilities Management

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, , from July 1, 2017, to June 30, 2027.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be \$324,566.35]

9. Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for 2017 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for 2017:

A. Approve the Interlocal Agreement between Escambia County and the SRIA Relating to Transportation Services on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from March 3, 2017, through October 29, 2017, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, tourists, and locals an opportunity to visit more of the beach, and subsequently more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

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

That the Board amend its action taken on December 8, 2016, CAR II-32A, approving the annual allocation in the amount of \$180,000 for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the Recommendation to September 30, 2017, rather than September 30, 2016.

This does not affect the Five year Time and Maintenance Contract 14-15.030 that was approved July 7, 2015.

11. Recommendation Concerning Florida Department of Environmental Protection (FDEP) Agreement Number S0878 Amendment Number 1 for the Escambia County Innerarity Water and Sewer Upgrade Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Florida Department of Environmental Protection (FDEP) Agreement Number S0878 Amendment Number 1, which includes the following changes:

Task 1 Design and Permitting is being changed from \$78,000 to \$45,000, which is based on actual expenses.

Task 2 Construction is being changed from \$864,000 to \$758,000, which is based on the completed design.

Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from \$40,200 to \$180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

None of the task descriptions have changed, and the total amount of the Grant remains unchanged at \$1,000,000.

[Funding Source: Fund 352, "LOST III" Cost Center 110211, Object Code 56301, Project 16PF3502]

12. Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Agreement for Construction of Drainage System Upgrades and Sidewalks Along Old Corry Field Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, Florida, for the construction of drainage system upgrades and sidewalks along Old Corry Field Road, between Navy Boulevard (State Road 30) and Jackson Street:

A. Approve the State of Florida Department of Transportation LAP Agreement between the Florida Department of Transportation and Escambia County for the construction of drainage system upgrades and sidewalks along Old Corry Field Road, in the amount of \$353,150, which will be reimbursed to the County; and

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

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

13. Recommendation Concerning the Florida-Alabama Transportation Planning Organization Transportation Alternatives Program Project Applications for Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the proposed State of Florida, Department of Transportation, District 3 Applications for multi-modal facilities:

A. Approve submittal of Applications for Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following locations:

1. Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
2. Sidewalks along Dog Track Road (CR 297), from Blue Angel Parkway (SR 173) to US 98 (SR 30);
3. Sidewalks along Saufley Field Road (CR 296), from Mobile Highway (SR 10A) to Saufley Field Gate;
4. Sidewalks along Olive Road (CR 290), from Palafox Street (CR 95A) to Cody Lane;
5. Sidewalks along Olive Road (CR 290), from Cody Lane to Davis Highway (SR 291);
6. Multi-Use Path along Perdido Key Drive (SR 292), from the State Park Entrance to Theo Baars Bridge;
7. Sidewalks along South Chemstrand Road, from Johnson Avenue to Nine Mile Road (SR 10); and
8. Sidewalks along Nine and 1/2 Mile Road, from Pine Forest Road (SR 297) to Stefani Road (CR 489), and along Stefani Road from Nine Mile Road (SR 10) to the Escambia County Extension Office;

B. Adopt a Resolution in support of the Applications for the Transportation Alternatives Program Projects; and

C. Authorize the Chairman or Vice Chairman to sign the Transportation Alternatives Program Projects Applications and the Resolution.

[Funding: No local funding match is required]

14. Recommendation Concerning the Memorandum of Agreement between Escambia County, Florida and the Pensacola Bay Area Chamber of Commerce for Enterprise Florida Defense Grant Funding - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign, subject to Legal review and sign-off, the Memorandum of Agreement between Escambia County, Florida, and the Pensacola Bay Area Chamber of Commerce DBA Greater Pensacola Chamber for Enterprise Florida Defense Grant Funding.

[Funding source: Tasks completed by the County will be completed on a cost reimbursement basis payable solely from FDSTF grant funding in an amount not to exceed \$225,000]

15. Recommendation Concerning the Purchase of Hardware and Continued Data Monitoring of the Current Global Positioning System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the purchase of additional Global Positioning System (GPS) hardware units and data monitoring costs with Networkfleet, Inc., in the amount of \$123,017. This amount would provide for the purchase of an additional 110 hardware units with data monitoring service and the continued monitoring service of the current Escambia County vehicles equipped with GPS units through September 30, 2017. This hardware purchase and monitoring service will utilize the existing General Services Administration (GSA) Contract # GS-07F-5559R.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 210405, Object Code 55201 and 53401]

16. Recommendation Concerning the Issuance of a Purchase Order for the Sunset Bridge Lighting Project - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following February 16, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Issuance of a Purchase Order, in the amount of \$50,600, to Ingram Signalization, Inc., to cover the cost of the installation of 4 Ancestra Specialty Street Lights and furnishing of anchor bolts and bolt patterns for the CR 292A Sunset Avenue Bayou Grande Bridge, Bridge No. 484245 (Project #430003-1-52-03), in Escambia County.

[Funding Source: Fund 151, CRA Warrington Tax Increment Financing (TIF), Cost Center 370114]

17. 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 February 16, 2017, 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 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 Du Thi Le & Tran Nhung, owners of commercial property located at 1800 North Pace Boulevard, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$10,000, representing an in-kind match through the Neighborhood Enterprise Division (NED), 2013 CDBG Cost Center 370218, Object Code 58301, to install front awning;

2. The Agreements between the Escambia County CRA and The Greater Pensacola Junior Golf Association, Inc., owner of commercial property located at 3924 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$2,102, representing an in-kind match through the Neighborhood Enterprise Division (NED), 2013 CDBG Cost Center 370218, Object Code 58301, to install a new fence; and

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

18. 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. 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
Joseph and Donna J. Baudendistel	1315 Wisteria Avenue	\$5,835
Deloris Huff	915 Lucerne Avenue	\$2,790
Edmund J. Murphy and Sydney D. Murphy	200 Southeast Gilliland Road	\$2,875
Jane B. Williamson	7 Audusson Avenue	\$3,903

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

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

That the Board ratify the following February 16, 2017, 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 six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Don T. Clark, Rosalind J. Clark, and Theta L. Fischer, owners of residential property located at 601 Southeast Baublits Drive, Warrington Redevelopment District, each in the amount of \$3,450, 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;

2. The Agreements between Escambia County CRA and Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, owners of residential property located at 2801 West Jackson Street, Brownsville Redevelopment District, each in the amount of \$6,000, 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;

3. The Agreements between Escambia County CRA and Eraena A. McKenzie and Irene M. Easterday, owners of residential property located at 2105 Grundy Street, Warrington Redevelopment District, each in the amount of \$5,525, 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 electrical rewiring;

4. The Agreements between Escambia County CRA and Irma D. Speed, owner of residential property located at 532 South 1st Street, Warrington Redevelopment District, each in the amount of \$2,825, 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;

5. The Agreements between Escambia County CRA and Martha Nelson, owner of residential property located at 226 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$1,300, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

6. The Agreements between Escambia County CRA and Carolee A. Coleman, owner of residential property located at 1208 Wilson Avenue, Barrancas Redevelopment District, each in the amount of \$2,630, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection; and

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

20. Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$2,241,362.56, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the third quarter of Fiscal Year 2016-2017 for 4,811 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

21. Recommendation Concerning Reallocation of Funds for Park Mowing - Michael E. Rhodes, Parks and Recreation Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program - Park Development Project, in the amount of \$468,000, to the Parks Mowing Project to fund contract services for mowing of neighborhood parks and grounds mowing and trimming of athletic parks for this Fiscal Year.

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

22. Recommendation Concerning Amendment of Agreement for PD 15-16.050, County Road 292A Gulf Beach Highway Drainage Repair Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to execute the Amendment of Standard Road/Drainage Construction Contract between Escambia County, Florida, and Site and Utility, LLC, for PD 15-16.050, CR 292A Gulf Beach Highway Drainage Repair Project, approved September 1, 2016, as amended to acknowledge:

2. Exhibit K to the Agreement relating to Local Agency Construction Contract Requirements is hereby amended to include the following provision:

PREVAILING MINIMUM WAGE (Checklist Item # 26)

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract is listed in Wage Rate Decision Number(s) FL208, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the United States Department of Labor website (www.wdol.gov) and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

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.

23. Recommendation Concerning Contract Award for Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Mott MacDonald Florida, LLC, per the terms and conditions of PD 16-17.011, Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion, for Phase 1, Design, for a lump sum amount of \$762,490 and Optional Services for \$103,943, for a Phase 1 total of \$866,433; and for a Phase 2 Design, not to exceed amount of Basic Services \$717,391 and Optional Services for \$251,468, for a Phase 2 total of \$968,859; with a combined total of \$1,835,292, contingent on funding for Phase 2.

[Funding for Phase 1: Fund 352, LOST III, HGMP Grant, Cost Center 210120, Object Code 56301, Project 16EN3595 - \$492,513; and Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 15EN3205 - \$373,920]

24. Recommendation Concerning Award for Collection Services for Public Safety EMS, PD 16-17.019 - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Collection Agency Services Agreement for collection services for Public Safety EMS, between Escambia County and the Uptain Group, Inc., d/b/a Medco Services, per the terms and conditions of PD 16-17.019, in the estimated annual amount of \$45,000, for a term of 36 months, with an option to renew for two 12-month periods.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401, \$45.000 Annually, Emergencies Medical Services]

25. Recommendation Concerning the Parks and Recreation Agreements Relating to Grounds Mowing and Trimming for Athletic Parks - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreements Relating to Grounds Keeping for County Athletic Parks - Zones 1 through 6, per PD 16-17.016, Parks and Recreation Department Grounds Mowing and Trimming, for the following six zones identified and contracted for separately, for a term of 12 months, with options to renew for 2 additional 12-month terms, at the estimated annual amounts noted for each. The Agreements are Unit Price Agreements based on a cost per mow per field in each zone:

A. Agreement for Zone 1 to Total Landscape Service, Inc., in the annual amount of \$29,450;

B. Agreement for Zone 2 to Rhett James Landscaping, Inc., in the annual amount of \$63,990;

C. Agreement for Zone 3 to Emerald Coast Grass Company, LLC, in the annual amount of \$36,172.50;

D. Agreement for Zone 4 to Coastal Landscaping and Maintenance, Inc., in the annual amount of \$36,950;

E. Agreement for Zone 5 to Big Orange Enterprises, LLC, d/b/a Escape Landscaping and Lawn Care, in the annual amount of \$54,720; and

F. Agreement for Zone 6 to Gulf Coast Environmental Contractors, Inc., in the annual amount of \$52,320.

[Funding: Fund 352, Lost III, Cost Center 350229, Object Code 53401, Project #08PR0078]

III. For Discussion

1. Recommendation Concerning the Acquisition of Real Property Through the Defense Infrastructure Grant - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of two parcels of real property through the Defense Infrastructure Grant (DIG):

A. Authorize the purchase of the following two parcels of real property;

<u>Property Owner</u>	<u>Parcel Reference Number</u>	<u>Area</u>	<u>Purchase Price</u>
Boll Real Estate, LLC	19-3S-31-4208-000-000	approx. 4.9 acres	\$26,000 (appraised value)
Charles S. Liberis, individually and as Trustee for Charles S. Liberis Land Trust II under a Trust Agreement dated December 21, 1977	18-3S-31-1101-000-000	approx. 8.955 acres	\$374,000 (average of two appraisals)

B. Approve the Contract for Sale and Purchase between Boll Real Estate, LLC, and Escambia County, for real property (approximately 4.9 acres) located off Turnbuckle Trail and Batten Boulevard;

C. Approve the Contract for Sale and Purchase between Charles S. Liberis, individually and as Trustee for Charles S. Liberis Land Trust II under a Trust Agreement dated December 21, 1977, and Escambia County, for real property (approximately 8.955 acres) located at 840 Blue Angel Parkway; and

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 221006 Density Reduction PNS-NAS, Object Code 56101 - \$25,251; Fund 110, Other Grants and Projects, Cost Center 221015 Density Reduction Area – “A” APZ, Object Code 56101 - \$374,749]

2. Recommendation Concerning Mold Repair at Myrtle Grove Fire Station - Michael D. Weaver, Public Safety Department Director

That the Board provide direction to:

A. Pursue a Memorandum of Agreement with Myrtle Grove Fire Department Inc., and complete the remediation repairs, cleaning and remediation as described. Draft agreement is attached; or

B. Initiate the necessary procedures to construct a new fire station; or

C. Approve any combination of the above or other determined alternatives.

3. Recommendation Concerning an Appointment to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board appoint one of the following applicants to the West Florida Public Library Board of Governance to fill the position of Dr. Rodney P. Guttmann, Ph.D., whose appointment expires 02/28/2017:

A. Colin Glenn Duncan; or

B. Dr. Carol B. Tanksley.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from January 6, 2017, to January 20, 2017, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance (WFPLBG). The resumes of two individuals who are interested in serving on the WFPLBG were received.

4. Recommendation Concerning the Procedures for Addressing Applications for Opting Out of the Sector Plan - Horace Jones, Development Services Department Director

That the Board discuss the procedures for addressing applications for opting out of the Sector Plan and determine whether to proceed as follows:

A. Direct the Planning and Zoning staff to accept and process applications for opt-outs from the Sector Plan, and direct that the following criteria should be addressed by the applicant:

1. The standard map amendment criteria;
2. The Comprehensive Plan requirement for changes to an existing DSAP;
3. The parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan;
4. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure;
5. The existing zoning category and the compatibility with the surrounding DSAP land use designation; and
6. The consistency of any requested future land use designation with underlying zoning;

AND

B. Direct that during the processing of a Sector Plan opt-out request, to the extent possible, the staff analysis, the Planning Board and the Board shall consider whether the applicant lost development rights or was effectively down zoned as part of the Sector Plan adoption;

AND

C. Proceed with consideration of any Sector Plan opt-out requests that have been submitted and any submittal previously considered by the Planning Board may proceed to the Board of County Commissioners for consideration.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a TEFRA Hearing for the Not Exceeding \$9,000,000 Public Finance Authority Multifamily Housing Revenue Bonds (Peachtree Commons Apartments)

That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for 5:33 p.m., on March 2, 2017, for consideration of authorizing the issuance by the Public Finance Authority (the "Issuer") of not exceeding \$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"). 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.

2. Recommendation Concerning the Scheduling of a Public Hearing to consider an Ordinance creating the Innerarity Island Development Corporation Sewage System Improvements MSBU

That the Board authorize the scheduling of a Public Hearing on Thursday, March 2, 2017, at 5:32 p.m. to consider an Ordinance creating the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit.

3. Recommendation Concerning Approving the Retention of Attorney Erica Reed to Represent the County's former Director of Community Affairs, Marilyn Wesley Regarding a Complaint File in the First Judicial Circuit Court

That the Board approve the retention of Attorney Erica Reed for an hourly rate of \$250.00 to represent the County's former Director of Community Affairs, Marilyn Wesley regarding a third amended complaint filed in the First Judicial Circuit Court.

II. For Discussion

1. Recommendation Concerning City of Pensacola, FL vs. the Board of County Commissioners of Escambia County, FL - DOAH Case No. 17-0627.

That the Board discuss the above-referenced case, City of Pensacola, FL vs. the Board of County Commissioners of Escambia County, FL - DOAH Case No. 17-0627.

16. Items added to the agenda.
17. Announcements.
18. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11733

Proclamations 7.

BCC Regular Meeting

Meeting Date: 02/16/2017

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 concerning adoption/ratification of Proclamations:

A. Adopt the Proclamation expressing appreciation to Shelly Marshall for developing Escambia County's RESTORE Program into one of the top-recognized programs in Florida and for her many contributions to the community;

B. Adopt the Proclamation commending Ms. Bentina C. Terry on her many accomplishments and her commitment to her community, congratulating Ms. Terry on her selection as Senior Vice President of the Metro Atlanta Region for Georgia Power, wishing her the best success in her endeavors, and looking forward to her future return to Escambia County; and

C. Ratify the Proclamation dated January 26, 2017, congratulating Reverend Clarence E. Salter, Jr., on his retirement after serving 49 years in the ministry and commending him for his dedication to his community and to his congregation.

BACKGROUND:

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations. Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Shelly Marshall

Bentina Terry

Reverend Clarence E. Salter, Jr.

PROCLAMATION

WHEREAS, Shelly Marshall graduated Magna Cum Laude from the University of Tampa with a Marine Biology Degree in 2013 and began her Marine Biology career with Escambia County as a volunteer intern assisting Captain Robert Turpin in the Marine Resources Division with artificial reef deployments and lionfish awareness in 2013; and

WHEREAS, Shelly joined Natural Resources Administration in the summer of 2015 and was hired as Escambia County's first RESTORE Program Manager in June 2016 to coordinate and manage the BP Oil Spill restoration funds directed to Escambia County; and

WHEREAS, Shelly expertly guided the Escambia County RESTORE Advisory Committee through the multi-year process of scoring and ranking 124 project submittals; worked with county staff, the consultant, and the U.S. Treasury Department to write and submit the Escambia County Planning Grant Application and the draft Multi-Year Implementation Plan; and developed and performed the Risk and Benefit Analysis that was utilized to present the projects nominated by the Board of County Commissioners; and

WHEREAS, Shelly has attended numerous RESTORE-related meetings including the Gulf Coast Ecosystem Restoration Council, the State of Florida Consortium of Counties, the National Fish & Wildlife Foundation, the TRIUMPH Gulf Coast Committee, the State of Florida Trustees with the Florida Department of Environmental Protection, and the Florida Fish & Wildlife Conservation Commission, which were held throughout the State of Florida and surrounding areas such as Mobile and New Orleans; and

WHEREAS, Shelly is also a freelance artist who incorporates shells, driftwood, and beach debris into paintings and sculptures; was recently featured in the Pensacola News Journal for her sculpture of a sea turtle named "Cig" which was created using over 1,000 discarded cigarette butts; has volunteered to refurbish homes in Pensacola with the Pensacola Young Professionals; and she has served as the County Coordinator for Coastal and Marine Debris Cleanup events.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, expresses its appreciation to Shelly Marshall for developing Escambia County's RESTORE Program into one of the top-recognized programs in Florida and for her many contributions to the community.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Douglas 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: February 16, 2017

PROCLAMATION

WHEREAS, Ms. Bentina C. Terry is a native of Fayetteville, North Carolina and has been in Pensacola, Florida, for ten years;
and

WHEREAS, Ms. Terry holds a Juris Doctorate Degree from the University of Michigan Law School and a Bachelor of Arts in English (cum laude) from North Carolina State University; and

WHEREAS, she is a member of the North Carolina State Bar and the Georgia State Bar, Leadership Atlanta, Leadership North Carolina, Leadership Florida, and Alpha Kappa Alpha Sorority, Inc.; and

WHEREAS, she began her career with Southern Company in 2001 at Georgia Power Company and progressed through various leadership roles; and

WHEREAS, she is currently Vice President, Customer Service and Sales for Gulf Power Company. In this role she is responsible for the company's marketing, customer service and community and economic development organizations. She also serves as the Chair of the "Gulf Power Foundation"; and

WHEREAS, prior to her current role with Gulf Power, she served as Vice President of External Affairs, General Counsel, Compliance Officer and corporate Secretary for Southern Nuclear Operating Company, which is the Southern Company subsidiary that operates Southern Company's nuclear fleet; and

WHEREAS, Ms. Terry has received numerous awards and recognitions for her many contributions to the State of Florida and Northwest Florida. She was named one of the Influence Magazine's "100 Most Influential People in Florida Politics", "Florida Chamber Foundation's Chair Award", "Pensacola Chamber of Commerce's PACE Award "Community Leader of the Year", and one of the Florida Diversity Council's "Most Powerful and Influential Women", just to mention a few; and

WHEREAS, Ms. Terry is active outside of Gulf Power and serves as Chair of the Pensacola Symphony Orchestra Board, she serves on the Board of Trustees for the University of West Florida, serves on the Board of Directors for "Take Stock in Children", the "Children's Movement of Florida and Innovation Coast", she was a gubernatorial appointment to the "Florida Technology, Research and Scholarship Board" and served on Governor Scott's "Economic Development Transition Team." She was also appointed to the Federal Judicial Nominating Commission by Senator Nelson; and

WHEREAS, in 2013, Ms. Terry was appointed to the Escambia County RESTORE Advisory Committee where she served as Chair from 2013 to 2016.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends Ms. Bentina C. Terry on her many accomplishments and her commitment to her community. The Board of County Commissioners also wishes to congratulate Ms. Terry on her selection as Senior Vice President of the Metro Atlanta Region for Georgia Power and wishes her the best success in her endeavors and looks forward to her future return to Escambia County.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Douglas 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: February 16, 2017

PROCLAMATION

WHEREAS, Reverend Clarence E. Salter, Jr., is retiring after 32 years as the Pastor of the First Corinthian Missionary Baptist Church in Pensacola, Florida, which was organized under his leadership in 1985; and

WHEREAS, Reverend Salter, a native of Pensacola, Florida, graduated from Washington High School in 1950 and is married to the former Miss Thelma Bassett; and

WHEREAS, Reverend Salter attended Bethune-Cookman College, Daytona Beach, Florida, and after one year of training was called to a tour of military duty in Fort Eustis, Virginia. After rendering service to his country, he resumed his academic training and received a Bachelor of Arts Degree in Music Education from Bethune-Cookman College and a Master's Degree in Education from Troy State University; and

WHEREAS, Reverend Salter touched the lives of many young individuals during his 21-year tenure in Santa Rosa County at the T. R. Jackson High School and the Hobbs Middle School as Band Director and as an instructor in Music Education. He also served 7 years in Escambia County in the same capacity and retired from the school system in 1983; and

WHEREAS, recognizing his need for spiritual deliverance and haunted by the desire to do his Master's will, Reverend Salter accepted his call to the Christian Ministry in 1968. He served as the Pastor of the Mount Sinai Missionary Baptist Church for 17 years; and

WHEREAS, Reverend Salter is a member of the Movement for Change, Inc., and the Beta Omicron Chapter of the Omega Psi Phi Fraternity. He is also involved in community activities with the Northwest Florida Kidney Center, Inc., the Board of Directors of Escambia County Council on Aging, and the Alzheimer's Association.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates Reverend Clarence E. Salter, Jr., on his retirement after serving 49 years in the ministry and commends him for his dedication to his community and to his congregation.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Douglas 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: January 26, 2017



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11655

Written Communication 8. A.

BCC Regular Meeting

Meeting Date: 02/16/2017

Issue: Environmental (Code) Enforcement MSBU Relief - 828 Tina Avenue

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Environmental (Code) Enforcement MSBU Relief - 828 Tina Avenue.

Request from Mica Johnson asking relief on the MSBU attached to her 2016 tax bill for clean up conducted on her property located at 828 Tina Avenue.

That the Board review and consider relief request made by Mica Johnson against property located at 828 Tina Avenue in the form of an MSBU.

BACKGROUND:

The Office of Environmental Enforcement received a complaint for trash and debris located at 828 Tina Avenue. Officer investigated the complaint and found a large pile of construction debris located on the vacant lot. Information was received that a neighbor illegally dumped the debris on the vacant lot. The Officer made contact with the alleged violator who in turn denied doing the illegal dumping. Due to the lack of evidence and unable to notice the alleged violator, the officer issued a notice of violation to the property owner.

The owner was noticed under Section 42-164, Escambia County Code of Ordinances. This section gives the county the authority to issue a notice of violation to property owners under Summary Abatement. If the owner fails to abate all violations, the county may act to abate all violations. The County may also elect to impose a non-ad valorem special assessment on the property for the cost of the abatement pursuant to Section 42-165 of the Escambia County Code of Ordinances.

The property was initially cited on 3/27/15 and cleaned by Escambia County on 09/01/15. The total cost for the clean up was \$800.00 which was all hard cost. This property was not taken before the Special Magistrate so no court cost or fines are involved.

BUDGETARY IMPACT:

Abatement Cost: \$800.00.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

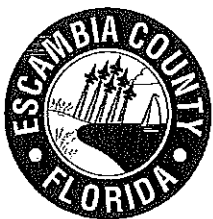
N/A

IMPLEMENTATION/COORDINATION:

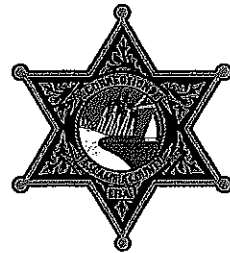
N/A

Attachments

828 Tina Avenue



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Natural Resources Management**



**Environmental Enforcement Division
3363 W Park Place
Pensacola, FL 32505
850-595-1820 Phone
850-595-0149 Fax**

Case Number CE 15-03-01125

September 10, 2015

Johnson, Mica Yvette
P O Box 11404
Pensacola, FL 32524

NOTICE IS HEREBY GIVEN that pursuant to Section 42-164 of the Escambia County Ordinances, Escambia County Environmental Enforcement has had the following violation(s) corrected:

Violation(s) abated:

- X** Section 42-196(a) Nuisance Conditions
- X** Ordinance Section 42-196(b) Trash and Debris
- Ordinance Section 42-196(c) Inoperable Vehicle
- Ordinance Section 42-196(d) Overgrowth

Property Reference Number: 261S306101071001

Property Location: 828 Tina Ave

<u>Date</u>	<u>Fee Description</u>	<u>Amount</u>
9-01-15	Vendor Cost	\$800.00

The cost of abatement must be paid by 10-05-15

NOTICE TO OWNER:

If the cost of abatement is not paid in full within thirty (30) days of the date of this Notice, the cost shall be recorded against the owner and property as a special assessment and will create a first lien, equal to a lien of nonpayment of property taxes.

Page 2

If you have any questions, call (850) 595-1820 or email ceadmin@myescambia.com for assistance. Make check or money order payable to:

**ESCAMBIA COUNTY BOCC
3363 West Park Place
Pensacola, FL 32505
ATTN: Environmental Enforcement Division**

Please reference case number CE130602123 with your payment. You will be charged a Returned Check Fee in accordance with Florida Statute 832.08 for each returned check.

Thank you

Date of Issuance

Escambia County

Case Number

4/7/2015

**Office of Environmental Enforcement
Escambia County Central Office Complex
3363 West Park Place, Pensacola, FL 32505
PHONE: (850) 595-1820 FAX: (850) 595-0149**

CE150301125

NOTICE OF VIOLATION

Location: 828 TINA AVE PENSACOLA, 32505
Parcel: 261S306101071001

RESPONDENT: JOHNSON MICA YVETTE
PO BOX 11404 PENSACOLA, FL 32524

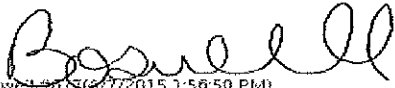
Comply within 10 days of receipt of this notice	Warning Failure to correct this violation and notify this Officer of Compliance will result in fines or a hearing. If the Hearing is scheduled you may be assessed \$1,100 or more for costs of said hearing, plus possible fines, the County may abate the violations and place a Lien on the property
--	---

Ordinance Description

- Violation 01 Sec. 42-196 (a) Nuisance Conditions. The creation or maintenance of any condition conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods that are capable of transmitting diseases directly or indirectly to humans; Sec. 42-197 (a) For conditions conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods: Complete removal of all contributing conditions.
- Violation 02 Sec. 42-196 (b) Trash and Debris. The accumulation of garbage, or other solid waste materials which violates any state law, regulation, or ordinance of the county or which poses a danger to the health, safety, and welfare to residents of the county;
Sec. 42-197(a) Method of abating nuisance Complete removal of all contributing conditions
Sec. 42-196 (b) Trash and Debris. The accumulation of garbage, or other solid waste materials which violates any state law, regulation, or ordinance of the county or which poses a danger to the health, safety, and welfare to residents of the county;
Sec. 42-197(a) Method of abating nuisance Complete removal of all contributing conditions
- Violation 03 THIS VIOLATION QUALIFIES FOR SUMMARY ABATEMENT. Under Section 42-164 of the Escambia County Code of Ordinances, you must IMMEDIATELY bring your property into compliance with the code sections listed above. If you fail to bring your property into compliance within ten (10) days of this notice, the County may act to abate the violations. If the County abates the violations, the County will impose a lien on your property for the estimated cost of abatement in the amount of \$500.00 and for administrative costs in the amount of \$250.00. The County may also elect to impose a non-ad valorem special assessment on your property for the cost of abatement pursuant to Section 42-165 of the Escambia County Code of Ordinances. This special assessment will be assessed at the time of other ad valorem taxes and non-ad valorem assessments. If you wish to contest this violation, you must request a hearing before the Escambia County Board of County Commissioners within ten (10) days of this notice pursuant to Section 42-164(d) of the Escambia County Code of Ordinances.

Officer Comments

REMOVE ALL TRASH AND DEBRIS AND DISPOSE OF PROPERLY. MAINTAIN PROPERTY IN CLEAN CONDITION TO AVOID FURTHER ENFORCEMENT ACTION. CONTACT THIS OFFICER AT 850-554-1156 UPON COMPLIANCE OR WITH QUESTIONS REGARDING THIS NOTICE.



Tammy J Boswell #677 850-554-1156 (4/7/2015 1:56:50 PM)

Signature of Officer: Tammy Boswell #677 850-554-1156

Signature of Respondent



Date Produced: 04/20/2015

ENVIRONMENTAL ENFORCEMENT:

The following is the delivery information for Certified Mail™ item number 7199 9991 7034 6145 0390. Our records indicate that this item was delivered on 04/13/2015 at 11:28 a.m. in PENSACOLA, FL 325049998. The scanned image of the recipient information is provided below.

Signature of Recipient :


Johnson

Address of Recipient :

11464

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

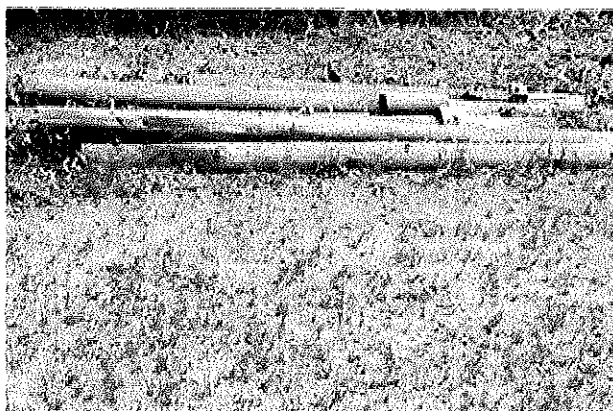
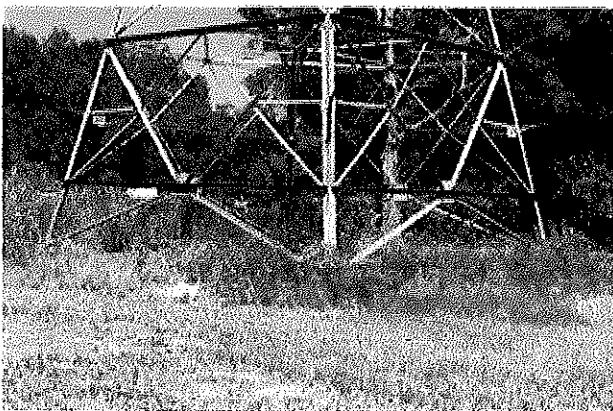
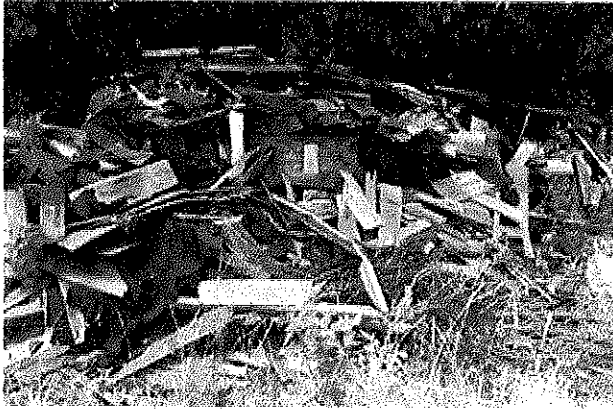
Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 3162143 4070838015030112518677

Melissa A. Reber

From: Melissa A. Reber
Sent: Thursday, June 18, 2015 2:54 PM
To: Melissa A. Reber



Melissa A Reber #681 , Abatement Officer
Environmental Enforcement Division of
Escambia County Florida

Escambia County Central Office Complex



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11699

Written Communication 8. B.

BCC Regular Meeting

Meeting Date: 02/16/2017

Issue: Written Communication - MSBU Lien - Isaac T. Newlin

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

January 19, 2017, communication from Isaac T. Newlin requesting that he be allowed to pay the original Municipal Services Benefit Unit Special Assessment Lien, in the amount of \$413.50, placed on the property he owns located at 900 Corto Drive, Pensacola Beach, Florida, and that all interest accrued against the Lien be waived.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Isaac T. Newlin

Angela D. Crawley

From: Isaac T. Newlin [isaac@kilpatricklawfirm.com]
Sent: Thursday, January 19, 2017 3:05 PM
To: Admin
Subject: Notice of Lien for MSBU
Attachments: MSBU Lien.pdf

Dear Mr. Brown,

I am writing you and seeking relief pursuant to Section 46.212 of the Escambia County, Florida Code of Ordinances. As I opened my mail this morning, I discovered for the first time ever, that there is a lien against my property for unpaid MSBU assessments (please see attached). I purchased the house located at 900 Corto Dr. Pensacola Beach, FL on October 31, 2011. Apparently the MSBU assessments which were apparently paid separate from the property taxes back then for the fiscal year 2011 to 2012 were never paid. According to the attached lien, they became delinquent on April 1, 2012 and were recorded as a lien on June 1, 2012. This would have been nearly six months after I purchased the property. However, I was never notified of the MSBU assessments or sent notice of the assessments. As you can see from the attached lien, notice was mail to the previous owner of the house and mailed to his address at 6567 Emerald Forest Dr. Milton, FL 32570. I even did a refinance of my home in January 2013 and this lien did not show up. It doesn't show up anywhere under my name or the property, only the prior owner's name. As I said I had no clue there was an existing lien. Although I only owned the residence for the last two months of 2011, I am willing to pay the original assessment of \$413.50. However, when I called today to pay the assessment, the clerk informed me there was 18% interest per year and now I owed \$808.04. Therefore, I am requesting pursuant to your authority under Section 46.212 of the Escambia County, Florida Code of Ordinances, that all interest be waived and I be allowed to pay the original \$413.50 assessment. If you have any questions please do not hesitate to contact me.

Sincerely,

Isaac T. Newlin
Kilpatrick & Newlin, P.A.
9218 Navarre Parkway
Navarre, FL 32566
(850) 939-7722 Office
(850) 936-9955 Facsimile
www.KilpatrickLawFirm.com

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this e-mail in error, please notify Kilpatrick & Newlin, P.A. at the telephone number, facsimile number or the e-mail given above. This message contains confidential information and is intended for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient, you are hereby notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Recorded in Public Records 06/01/2012 at 04:58 PM OR Book 6865 Page 602,
Instrument #2012043174, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

**NOTICE OF LIEN
SANTA ROSA ISLAND MSBU**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**ACCOUNT NO. 99-0001-348
PRRF NO. 282S26-2160-016-033**

**RE: WILLIAMS BRUCE O., TRUSTEE
6567 EMERALD FOREST DR
MILTON FL 32570**

THIS NOTICE OF LIEN is hereby filed pursuant to Section 46.212 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments (fire protection and island assessments) for fiscal year 2011-2012 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

**LT 16 BLK 33 1ST ADDN VILLA SEGUNDA PB 4 P 17
OR 1222 P 913 SHEET 11
FIRE #17-1000-000**

vested in lessee pursuant to that certain document vesting title to the leasehold in the lessee filed in the public records of Escambia County. This claim of lien was included in the list of outstanding and uncollected annual assessments delivered to the Board of County Commissioners and shall remain and constitute a lien against the leasehold identified until satisfied by payment to the Clerk of the Circuit Court of the lien, as follows: Fire Protection \$201.36, and Island MSBU \$212.12 for the total amount of \$413.50 plus interest at the rate of 18 percent (18%) per year, calculated monthly (one and one-half percent per month) on the total amount (\$413.50) assessed per annum, accrued from the delinquent date of April 1, 2012, until said assessment and penalties are paid. Evidence of discharge and satisfaction of this lien shall be recorded in the public records of Escambia County, Florida, by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FL**

By: 
Deputy Clerk

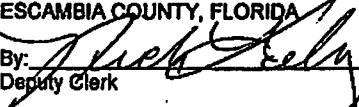


**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of June, A.D., 2012.

**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA**

By: 
Deputy Clerk





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11681

Written Communication 8. C.

BCC Regular Meeting

Meeting Date: 02/16/2017

Issue: Environmental (Code) Enforcement Lien Relief- 12361 Ailanthus Drive

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

January 24, 2017, e-mail communication from Mark Taylor requesting relief of an Environmental Code Enforcement Lien against property located at 12361 Ailanthus Drive.

Recommendation: That the Board review and consider lien relief request made by Mark Taylor against property located at 12361 Ailanthus Drive.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy. Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does fall within the criteria that would allow the County Administrator to act on the Board's behalf to grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

County Administrator Jack Brown sent a denial letter to Mark Taylor on January 19, 2017.

BACKGROUND:

Mark Taylor is the owner of 12361 Ailanthus Drive which has a Code Enforcement lien attached to it in the amount of \$23,895.00. Escambia County abated the violations per the Special Magistrate order issued and recorded.

A Certification of Cost letter was mailed to Mr. Taylor in February 2016 at which time he requested to appear before the Special Magistrate to appeal the daily fine amount. A hearing date was set for May 17, 2016. Special Magistrate John B. Trawick reduced the daily fines from \$54,810.00 to \$18,270.00. This reduced the total lien amount from \$60,435.00 to \$23,895.00.

January 23, 2017 Our office received another letter from Mr. Taylor requesting the remaining fines be removed. Per Board Policy a denial letter was mailed to Mr. Taylor from County Administrator Jack Brown.

On January 24, 2017 Mr. Taylor requested to appear before the Board to request further relief. His request has been modified from relief of the daily fines to request that this lien be released from all other properties owned by him and kept on the property located at 12361 Ailanthus Drive only. His intention is to set up a payment plan to pay the lien off in full. Mr. Taylor is a local realtor and this lien is having a negative impact on his business,

BUDGETARY IMPACT:

Court Cost: \$1,100.00
Fines: \$18,270.00
Abatement Cost: \$4,525.00

Total: \$23,895.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

12361 Ailanthus Drive

Sandra F Slay

From: Mark Taylor [mark@marktaylor.net]
Sent: Tuesday, January 24, 2017 10:50 AM
To: Sandra F Slay; mark@marktaylor.net
Subject: RE: FW: Denial Letter - Mark Taylor, 12361 Ailantas Drive, Pensacola, FL

Hi Sandra, I left you a voice mail yesterday. I received the letter and am requesting an appeal directly to the board of county commissioners. Please get me on the agenda for their next meeting. Thank you.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Sandra F Slay <SFSLAY@co.escambia.fl.us>
Date: 01/24/2017 10:27 AM (GMT-06:00)
To: Mark Taylor <mark@marktaylor.net>
Subject: FW: Denial Letter - Mark Taylor, 12361 Ailantas Drive, Pensacola, FL

Attached is the county administrator's decision containing to your request. The request was denied per Board policy owners/violators are not granted to relief.

If I can be of further assistance please let me know.

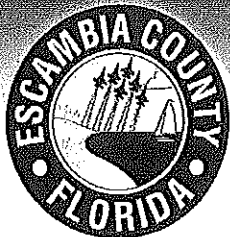
Sandra

From: Angela D. Crawley
Sent: Friday, January 20, 2017 12:50 PM
To: Sandra F Slay
Subject: Denial Letter - Mark Taylor, 12361 Ailantas Drive, Pensacola, FL

Sandra,

Attached is the denial letter for Mark Taylor regarding 12361 Ailantas Drive, Pensacola, FL. The letter will be mailed today!

Angela



Board of County Commissioners • Escambia County, Florida

Jack R. Brown
County Administrator

January 19, 2017

Mr. Mark Taylor
1110 East Belmont Street
Pensacola, Florida 32501

Re: Denial Letter - 12361 Ailanthus Drive, Pensacola, Florida

Dear Mr. Taylor:

The Board of County Commissioners has given me the discretion to grant relief in accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual. I have reviewed your request for relief from the Escambia County Code Enforcement lien described in your email dated January 13, 2017 to Sandra Slay, Division Manager. Regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2., A.2 – Relief shall not be available to the violator and/or owner named in the Code Enforcement Lien.

If you have any questions or require any additional information, please contact Sandra Slay, Division Manager, Code Enforcement at (850) 595-1820.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Brown", is written over a horizontal line.

Jack Brown
County Administrator

JB:ac

cc: Chips Kirschenfeld, Natural Resources Management
Sandra Slay, Division Manager, Code Enforcement

Escambia County Environmental Code Enforcement

Attn Ms. Sandra Slay

3363 W Park Pl

Pensacola, FL 32505

RE: 12361 Ailanthus Dr

January 13, 2017

Dear Ms. Slay,

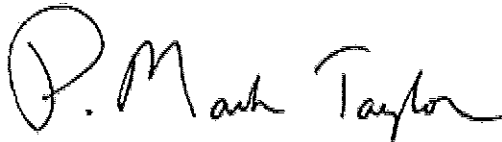
Please accept this letter as my appeal to the case against 12361 Ailanthus Dr. I would like to request a payoff of this case for hard costs expended and respectfully ask that you remove the daily fine portion from the case. Unfortunately the property unimproved is only worth 10-15k.

The improvements that were demolished last February were in relatively good condition. The citation brought against the property back in 2012 was more than 90% mitigated before it was re-inspected, however there was a very small amount of wood rot on the property that was never fixed.

I had just paid to put a brand new roof on it and overall this property really didn't deserve to be demolished. I hate it has reached this point, but I've accepted the improvements are gone which is already a huge loss to me and my family and I respectfully request that you allow me to pay you the \$4,525 of abatement costs along with the \$1,100 in other fees and put this behind us.

I also would be willing to forfeit the property to you if you prefer that, I just need to get this off of my back to be able to move forward with providing a living to my family here in Escambia County. Thank you for your consideration.

Respectfully,

A handwritten signature in black ink that reads "P. Mark Taylor". The signature is written in a cursive, flowing style. The first letter "P" is large and loops around the first name. The last name "Taylor" is written in a similar cursive style.

Mark Taylor

1110 E Belmont St

Pensacola, FL 32501

(850) 554-5440

Mark@MarkTaylor.net

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-05-01810
Location: 12361 Ailanthus Dr
PR# 272S312100031002

P Mark Taylor
1719 North 9th Ave
Pensacola, FL 32503

P Mark Taylor
1111 E Moreno
Pensacola, FL 32503

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of August 21, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d)

Overgrowth, 30-203 Main Structure (n), (p), and (x). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary.

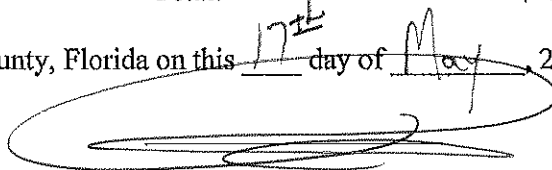
THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated August 21, 2012.

Itemized Cost

- | | |
|---|-------------|
| a. Fines (\$10.00 per day per violation nuisances 10/06/12-5/22/14 & structure 10/06/12-2/22/16 | \$18,270.00 |
| b. Court Costs | \$ 1,100.00 |
| c. County Abatement Fees (\$325.00 + 4200.00) | \$ 4,525.00 |

Total: \$23,895.00

DONE AND ORDERED at Escambia County, Florida on this 17th day of May, 2016.



John B Trawick, Special Magistrate

Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11719

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 02/16/2017

Issue: 5:31 p.m. Public Hearing to Consider Adoption of the updated
Brownsville Redevelopment Area Plan

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting the updated Brownsville Community Redevelopment Plan.

Recommendation: That the Board adopt the updated Brownsville Community Redevelopment Plan, as requested by the Community Redevelopment Agency.

BACKGROUND:

On February 16, 2017 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to conduct a Public Hearing at 5:31 p.m., to consider adoption of the Brownsville Redevelopment Area Plan Update. A copy of the Plan is attached.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the CRA Brownsville TIF, Fund 151, Cost Center 370113.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Plan 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 is necessary to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conducting a Public Hearing to consider adoption of the Brownsville Redevelopment Area Plan Update is in compliance Florida Statutes Chapter 163 Part 3, Section 163.361.

IMPLEMENTATION/COORDINATION:

The CRA solicited input from residents and business owners in the Brownsville area by conducting a series of four monthly public community meetings in March - July 2016. Upon adoption of the Plan by the Board, the CRA will continue to work with residents, neighborhood associations, and area businesses in implementing the plan.

Attachments

Brownsville Redev Plan update Feb21017

Legal approved stamp Plan Feb2017

PB MinutesNov2016 Feb2017



BROWNSVILLE COMMUNITY REDEVELOPMENT PLAN

Prepared by Escambia County
Community Redevelopment Agency
Neighborhood & Human Services Department

Adopted by the Board of Escambia County Commissioners
Updated Plan (Month, Year)

DRAFT

Original Plan was adopted by the Board of County Commissioners on September 4, 1997
Amended as to Boundaries only adopted on September 4, 2003
Updated Plan: March 18, 2004

TABLE OF CONTENTS:

CONTENTS

Chapter 1: Overview	- 4 -
Plan Content and Organization.....	- 4 -
Chapter 2: Inventory & Analysis	- 5 -
Chapter 3: Concept Plan	- 5 -
Chapter 4: Capital Improvements.....	- 5 -
Chapter 5: Project Implementation	- 5 -
Appendices	- 5 -
Introduction & Geographic Context	- 5 -
Redevelopment Area Boundary	- 6 -
Summary of previous plan accomplishments.....	- 9 -
Status of Capital Improvements from previous plan (2004-2015):	- 9 -
Chapter 2: Inventory and Analysis.....	- 11 -
Existing Land Use	- 11 -
Residential	- 12 -
Commercial.....	- 13 -
Vacant Uses	- 14 -
Parks, Public Uses and Utilities	- 14 -
Institutional	- 15 -
Industrial.....	- 15 -
Future Land Use & Comprehensive Plan	- 16 -
Land Development Regulations.....	- 24 -
Parcel Size	- 26 -
Housing Conditions.....	- 28 -
Transportation and Infrastructure.....	- 29 -
Pedestrian Circulation	- 32 -
Sanitary Sewer	- 32 -
Demographics.....	- 33 -
Population	- 33 -
Households	- 34 -
Ethnic Composition.....	- 34 -
Age.....	- 34 -

Employment	- 35 -
Education	- 35 -
Income	- 36 -
Crime	- 36 -
Chapter 3: Concept Plan	- 38 -
Concept Plan Philosophy	- 38 -
Corridors	- 39 -
Primary Commercial Corridors	- 40 -
Neighborhood Commercial Corridors.....	- 42 -
Implementation of the West Cervantes Corridor Management Plan	- 43 -
Neighborhood Connectors	- 44 -
Gateways	- 45 -
Primary Gateways.....	- 45 -
Secondary Gateways	- 46 -
Community Amenities	- 47 -
Redevelopment Strategies	- 48 -
Commercial Redevelopment and Infill	- 48 -
Infill Opportunities For Single And Multi-Family Housing	- 50 -
Enhancement Of The Industrial District.....	- 50 -
Public Health and Safety.....	- 51 -
Encourage Citizen Groups And Civic Pride.....	- 52 -
Residential Preservation And Enhancement	- 53 -
Chapter 4: Capital Improvements.....	- 55 -
Capital Improvements	- 55 -
Future Capital Improvements: Ongoing, Short, Mid, and long-term (listed in order of priority).....	- 55 -
Chapter 5: Implementation Strategies	- 59 -
Implementation Strategies	- 59 -
Appendix A: Public Workshops.....	- 64 -
Appendix B: Statutory Requirements	- 66 -
Appendix C: Tax Increment Financing	- 73 -
Appendix D: Resolution and Legal Description.....	- 75 -
APPENDIX E: Map of Brownsville CRA District Proposed Sewer Expansion Areas	- 79 -

CHAPTER 1: OVERVIEW

PLAN CONTENT AND ORGANIZATION

The Community Redevelopment Act of 1969 was enacted to provide local governments, within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers such as the power to designate certain areas as: slum and/or blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the area. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the CRA. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F. S. 163.361.

On March 7, 1995, the Escambia County Board of County Commissioners designated a portion of the Brownsville Community as a redevelopment district. It was found that the designated district was a blighted area with a shortage of affordable houses for low and moderate income households. This designation was necessary in the interest of the public health, safety, morals and welfare of the residents in order to eliminate the present condition of blight in area. The initial Brownsville Plan was adopted in 1997 and updated in 2004. This update of the Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the CRA Brownsville Redevelopment District and is written in compliance with F. S. Part III, Chapter 163.

The Brownsville Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County CRA, area residents and community leaders. The intent of the Redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the designated Brownsville Redevelopment Area. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Brownsville. The stakeholder-driven planning process integrates several objectives: Enhance the physical environment; preserve residential character; support commercial activity; introduce a diverse mix of uses along primary corridors; pursue new development opportunities; create a community focal point to foster positive change in the area's core; improve the pedestrian environment; and overcome the obstacles to economic development.

To be useful as a long-term redevelopment guide, the Redevelopment Plan must be flexible to accommodate unanticipated changes and should be monitored closely and updated to reflect changes in the economy, public concerns and private sector development opportunities. The redevelopment Plan is a comprehensive resource for community leaders and stakeholders engaged in reshaping the social, economic, and physical form of Brownsville. Future actions targeted in this area are anticipated to follow the recommendations of the redevelopment Plan through continued discussions with residents, community stakeholders, and County agencies.

CHAPTER 2: INVENTORY & ANALYSIS

This chapter presents a summary of existing conditions, including existing land uses, zoning districts; future land uses designations, demographic profile, housing conditions, and neighborhood identity and aesthetics. The summary of inventory results employs data generated by past studies from the Escambia County Community Redevelopment Agency, the Escambia County Property Appraiser GIS database, the 2010 U.S. Census, and University of West Florida's Haas Center for Business Research and Economic Development.

CHAPTER 3: CONCEPT PLAN

The information generated from the inventory, analysis, and the public involvement phases is the foundation for the recommendations contained in Chapter 3. This chapter details action strategies based on established objectives, providing guidelines for sound development and redevelopment of properties in Brownsville.

CHAPTER 4: CAPITAL IMPROVEMENTS

This Chapter identifies projects that can be pursued as ongoing, in the short-term, mid-term, and long-term range. It also includes anticipated costs for the proposed improvements and funding sources to assist the CRA with budgeting and financial planning.

CHAPTER 5: PROJECT IMPLEMENTATION

This Chapter presents the organizational framework and financial strategies that will be required for successful implementation of the Redevelopment Plan. It defines the roles and responsibilities that should be undertaken by the various agencies and stakeholders that are involved in shaping the future development of the Brownsville Redevelopment Area.

APPENDICES

Five appendices conclude the Redevelopment Plan: A) Public workshops documentation; B) Statutory requirements; C) Tax increment financing; D) Resolution and Legal Description and E) A map indicating possible ECUA sewer expansion Area.

INTRODUCTION & GEOGRAPHIC CONTEXT

Initiated in 1995, Escambia County's Brownsville Redevelopment Strategy was a result of efforts to strengthen the commercial highway gateways to the two nearby Navy bases. The last update of the CRA Brownsville Redevelopment Plan was adopted in March 2004. This Plan revised the initial plan adopted by the Board of County Commissioners in September 1997. The Brownsville CRA District is centrally located 2 miles northwest of the heart of downtown Pensacola (Fig. 1.1). The City of Pensacola, which is now over 450 years old, around which Escambia County was developed, houses the location of a large U.S. naval air station, and is a designated tourist destination for residents of Louisiana, Alabama, and Mississippi. The CRA Brownsville Redevelopment District is centrally located 2 miles northwest of the heart of downtown Pensacola.

The southern part of Escambia County is connected by Interstate 10 and the Interstate 110 spur that leads south to downtown Pensacola. This metro area is 50 miles east of Mobile, Alabama, 200 miles west of Tallahassee, and 165 miles south of Montgomery, Alabama—the three largest cities in the vicinity of Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola International Airport.

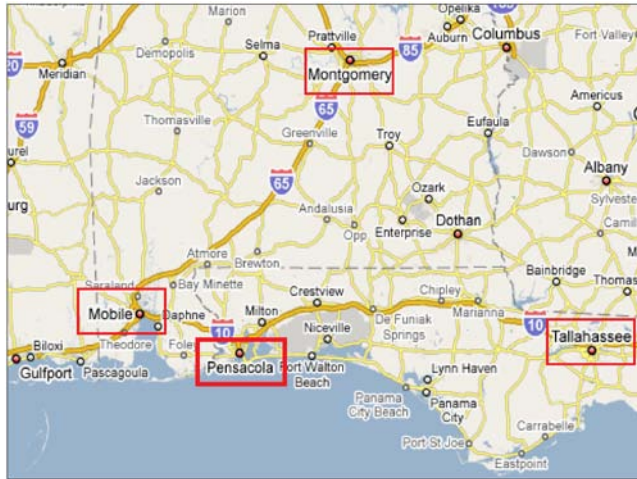


Figure 1.1: Pensacola regional context, GOOGLE MAPS

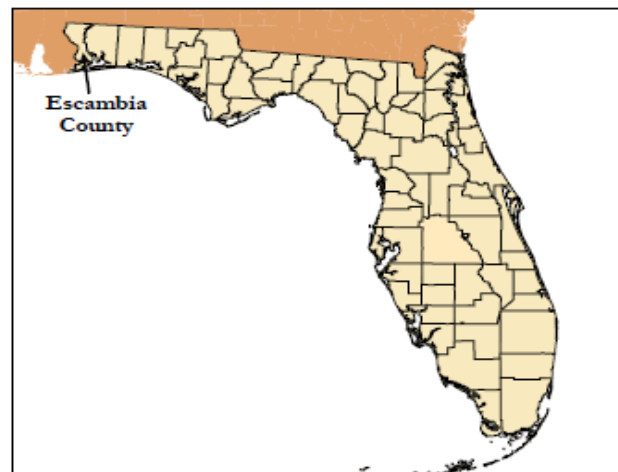


Figure 1.2: Map showing Escambia County's location in Florida, ESCAMBIA COUNTY GIS

As elsewhere in the Florida Panhandle, Escambia County's overall growth has been significantly aided by tourism, even while naval and air force operations continue to support and define much of the character of the Panhandle coast. While the beaches and historic downtowns have prospered, many other areas, particularly in the unincorporated parts of the county, have faced challenges in economic and residential growth.

REDEVELOPMENT AREA BOUNDARY

The Brownsville CRA Redevelopment District (Fig. 1.3) is bounded by New Warrington Road and a small section of W Fairfield Drive to the west, W Fairfield Drive south to W Avery Street then east to N "J" Street, following the boundary lines south to just south of W Jackson Street, west back to N New Warrington Road (Fig. 1.3). The total area comprises 1,152.14 acres and has more than 19 recognized neighborhoods.

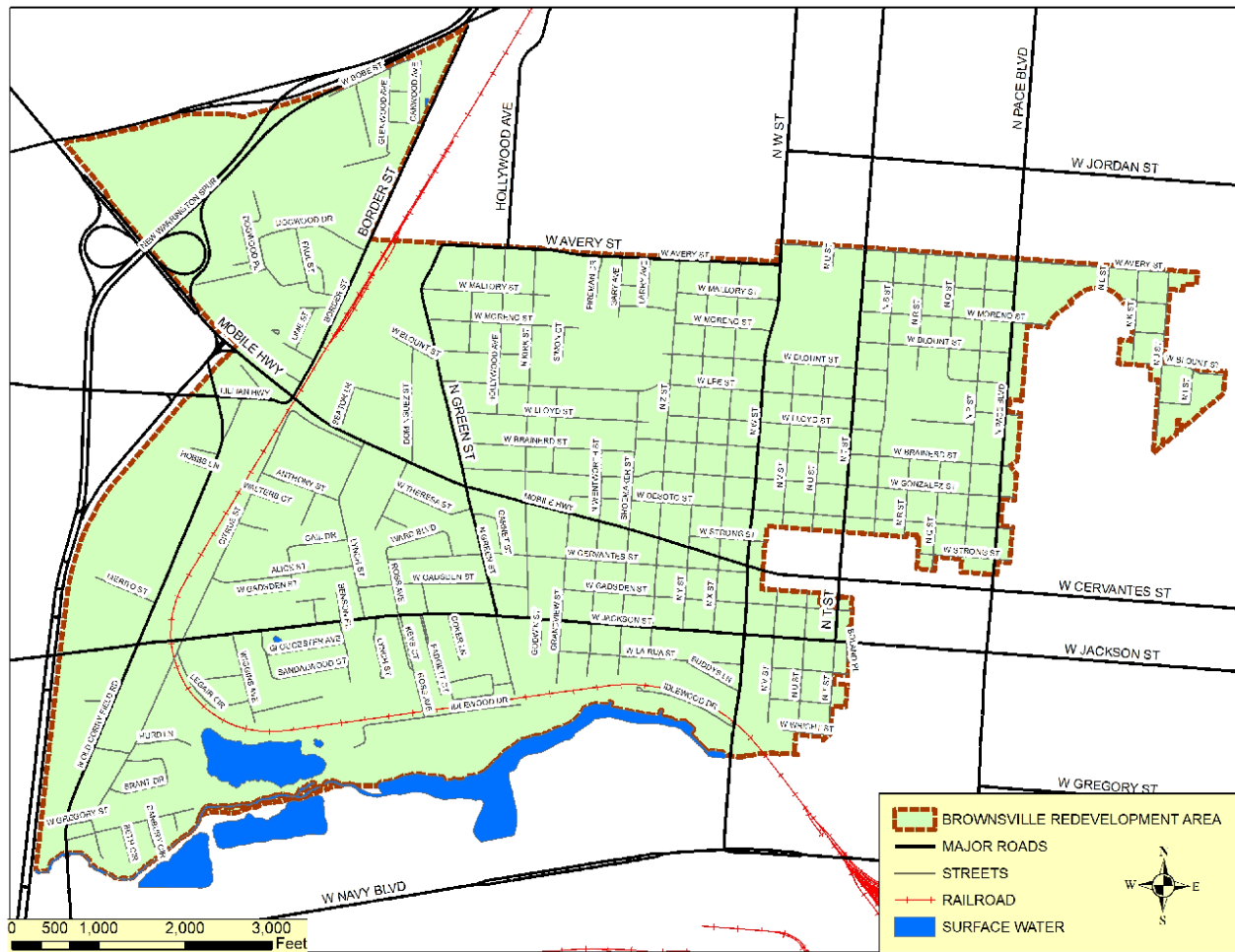


Fig. 1.3: BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

As one of Escambia County's nine community redevelopment areas, the CRA Brownsville Redevelopment District is located north east of the Warrington CRA District (south of W. Fairfield Drive), north of the Barrancas CRA District and approximately 11 miles south of the Cantonment CRA District (Fig. 1.4). The Brownsville CRA District provides a western gateway into the City of Pensacola.

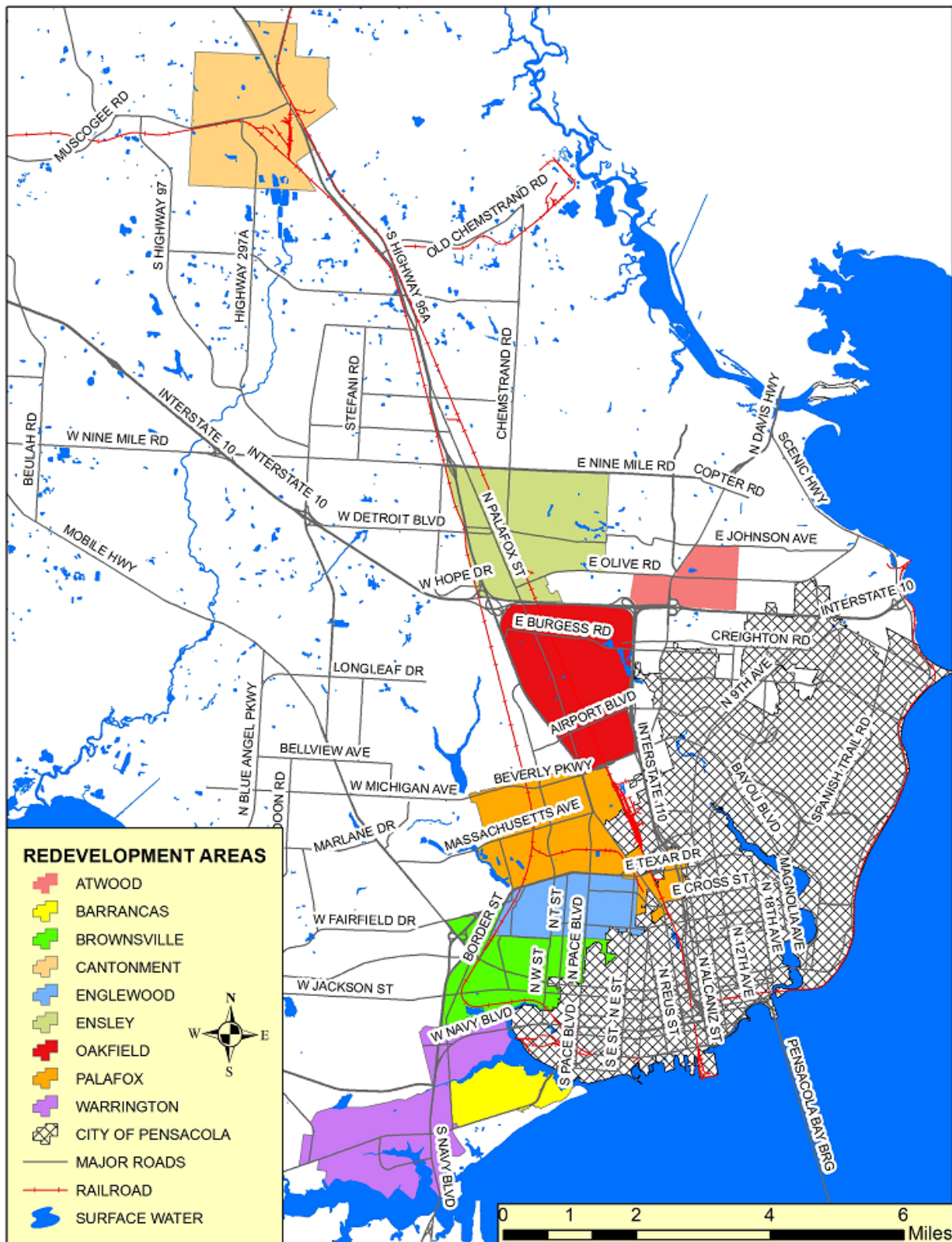


Fig. 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT AREAS, ESCAMBIA COUNTY GIS

SUMMARY OF PREVIOUS PLAN ACCOMPLISHMENTS

A number of plans and studies have already been completed for the CRA Brownsville Redevelopment District since the original plan was adopted in 1997. The majority of the plans were concerned with the redevelopment of Brownsville directly and preserving the historical value of the homes and businesses located within and around the District.

The information contained from these studies and accomplishments help to establish the foundation for the updated Redevelopment Plan. This information is also considered during the planning process to ensure consistency between documents and must be utilized to establish a cohesive master plan that provides continuity in function, future land use and design.

There were thirteen capital improvements identified in the updated 2004 CRA Brownsville Redevelopment plan and the status of each project is outlined in Table 1.1 below.

STATUS OF CAPITAL IMPROVEMENTS FROM PREVIOUS PLAN (2004-2015):

Project	Description	Estimated Costs	Funding Sources	Status
Community Center				
Brownsville Community Center	3200 W. De Soto St.	\$2.1M	LOST	Purchased December, 2014.
Parks				
New Parks	Create a new park with athletic facilities	\$150,000	CDBG & TIF	No progress.
Property Acquisition				
Property acquired:	Two lots (3300 & 3322) on Mobile Highway	Proposed: \$500,000 Actual: \$195,000 (total)	LOST & TIF	Purchased by Escambia County in FY 2013-2014.
	1313 Pace Blvd. / "P" St. (2 lots)	Actual: \$195,000 (total)	LOST & TIF	Purchased by Escambia County in FY 2012-2014.
	Various lots on Frontera Circle (redevelopment)	Actual: \$124,310 (total)	LOST & TIF	Purchased by Escambia County in FY 2012-2015.
	4216 Anthony Street	\$8,480-paid off Liens and the property was escheated to the County.	N/A	Turned over to Escambia County in FY 2013.
Public Parking				
Parking Plaza	Mobile Highway Parking Plaza	\$150,000	CDBG	No progress.
Residential Street Lights				
Install Street Lights	Brownsville Expansion Area	\$10,000	CDBG/SNP	Completed (2011-2015).
Sewer Extension				
Extension	North side of Mobile Highway (Kirk to Dominguez)	\$650,000	LOST/CDBG/ECUA	No progress.
Sidewalks				
Install sidewalks	Avery St (Kirk to W St)	\$74,000	TIF	N. "Z" St. to Gary

				Ave. completed.
	W Blount Street (Pace to T St.)	\$47,000	TIF	Completed.
	Jackson St. (Phase 1- "T" to Kirk St.)	\$101,000	TIF	"T" St. to "Z" St. completed
	Jackson St. (Phase 2- Kirk to New Warrington Rd.)	\$173,000	TIF	Sidewalk ends just west of Citrus Street.
	Mobile Highway ("V" St. to Lynch)	No cost estimated Actual: 2.0M	FDOT	Completed-north and south sides.
Storm Water Drainage				
	Improvements	TBD	LOST/NFWMD	No progress.
Streetscape Design/Beautification				
Mobile highway	Beautification	TBD	FDOT	No progress.
Street/Highway Resurfacing				
	North Pace Blvd.	\$45,000	FDOT	No progress.
	Mobile Highway ("V" to Lynch)	\$1,455,103	FDOT	Completed in August of 2005.
	New Warrington Road to West Fairfield Drive at Ruby St.	\$2,747,844	FDOT	Completed in February of 2006.
	West Fairfield Drive from New Warrington Spur to Mobile Highway	Add on: \$292K	FDOT	Completed.
Traffic Calming Devices				
Installation	Western Industrial/Commercial Areas	TBD	Escambia County/TIF	No progress.
Walking/Bike Path				
Nature Trail	Gulf Power property	\$0-\$150,000	Donation by GP/CDBG/TIF	No progress.
Annual Costs				
Costs	Residential Street lighting	\$31,000	TIF	Ongoing.

TABLE 1:1 CAPITAL IMPROVEMENTS FROM PREVIOUS PLAN

List of Acronyms for the abovementioned chart:

CDBG	Community Development Block Grant
LOST	Local Option Sales Tax
LOGT	Local option Gas Tax
GP	Gulf Power
TIF	Tax Increment Financing
TBD	To Be Determined
FDOT	Florida Department of Transportation
SNP	Safe Neighborhood Program

CHAPTER 2: INVENTORY AND ANALYSIS

EXISTING LAND USE

The CRA Brownsville District is composed of 2,992 parcels across 1,152 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 59% of total land use), **Commercial** (approximately 20%), **Vacant** (approximately 12%), and **Industrial** (approximately .8%), and **Institutional** (approximately 5%). **Other land uses**, such as: parks, public properties and utilities comprise the remaining approximately 5% of land uses identified in the Redevelopment Area. A more detailed description of these land uses follows below.

Land Use Type	Acreage	%
Residential	650.88	59.80%
Single-Family Detached	559.03	48.52%
Single-Family Attached	11.50	1.00%
Multi-Family Residential	17.35	1.51%
Mobile Home Park	22.95	1.99%
Mobile Home	40.05	3.48%
Commercial	232.20	20.15%
Industrial	9.20	0.80%
Institutional	58.98	5.12%
Parks	11.45	0.99%
Public	33.60	2.92%
Utilities	9.39	0.82%
Vacant/Undeveloped	146.44	12.71%
Total	1,152.14	100%

TABLE 2.1: EXISTING LAND USES IN THE BROWNSVILLE REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

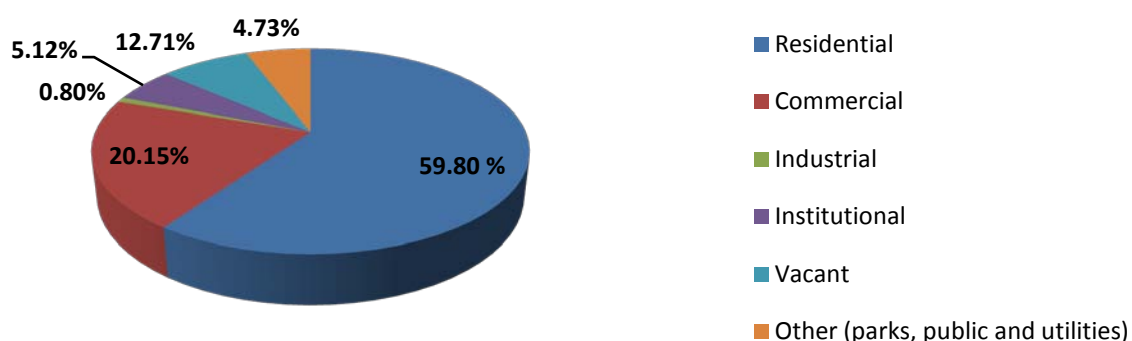


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENT OF TOTAL ACRES. ESCAMBIA COUNTY GIS

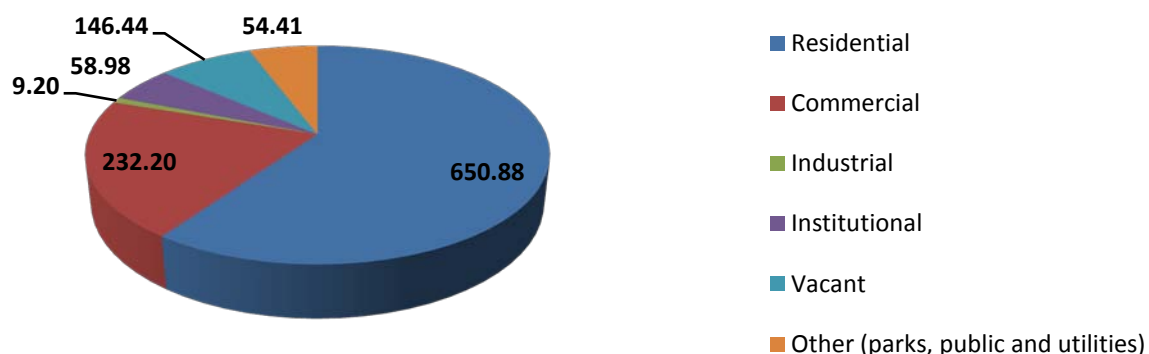


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

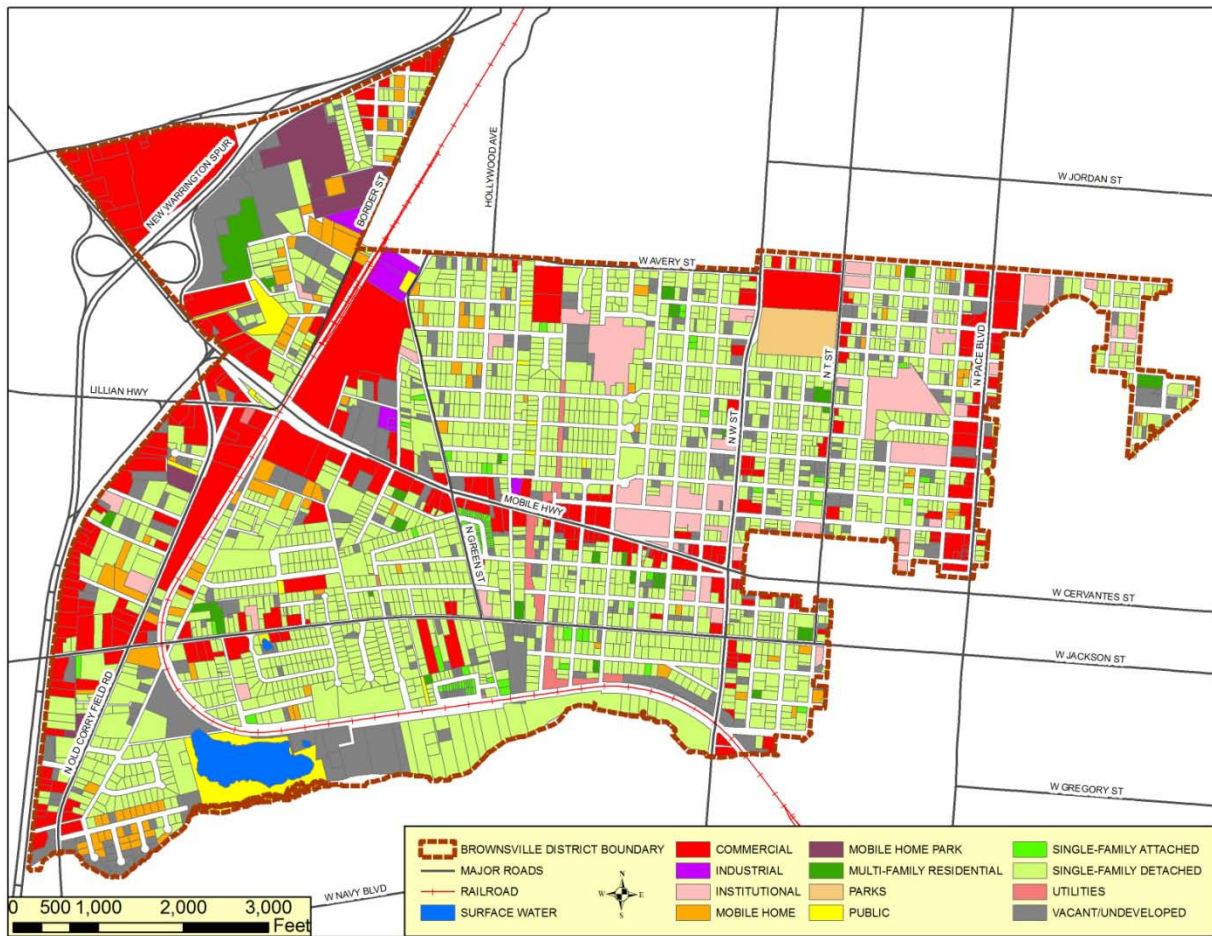


FIGURE 2.3: EXISTING LAND USE IN THE BROWNSVILLE REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

RESIDENTIAL

Of the 650.88 acres of residential land, single-family homes (attached and detached), account for 560 acres, or 48.52% of the total residential acreage of the Redevelopment District. Single-family residential uses account for a total of 2,084 parcels, or 70% of the total number of parcels in the Redevelopment District. This is by far the most dominant land-use type. The second largest land use is Commercial, comprising of 232 acres, or 20% of the district. The third largest land use in the CRA Brownsville District is vacant/undeveloped property. Even though there are 389 vacant parcels, those lots account for only 13% of the existing land use.

At a much small fraction of residential land use are the other residential types – multi-family (17.35 acres over 28 parcels) and mobile home parks (22.95 acres over 4 parcels). Their combined share of acreage is 1.07% of the residential acreage of the District.



EXISTING RESIDENTIAL HOMES IN THE BROWNSVILLE REDEVELOPMENT DISTRICT, PHOTO: GOOGLE MAPS

COMMERCIAL

The second-largest land use contingent occupies 232.20 acres, or 20.15% of the total CRA Redevelopment District's acreage, covering 262 parcels. These uses are located primarily along the commercially-oriented Mobile Highway, North Old Corry Field Road, West Fairfield Drive, and West Cervantes Street. Smaller concentrations of commercial uses are also found along West Blount Street. Brownsville's geographic location, in the center of Pensacola serves the suburban clientele of those who work and reside in the Brownsville community.

The CRA Brownsville District's major commercial corridors, as mentioned above, continue to be in need of revitalization and upgrades. In the district, many of the commercial uses are generally left vacant or in run down conditions. Commercial zoning pattern appears to coincide with the current uses. As part of the initial redevelopment efforts for this community, an Overlay District was created that applies to a portion of Mobile Highway and T Street. The Overlay District provides an enhanced level of protection to these commercial corridors in the Brownsville Community by requiring that special performance standards be applied to commercial development within this district.

The intersection of West Fairfield Drive and Mobile Highway offers Brownsville residents multiple retail choices and is a major commercial corridor in the Brownsville community.



COMMERCIAL USES ALONG MOBILE HIGHWAY AND W. FAIRFIELD DR., PHOTO: GOOGLE MAPS

VACANT USES

As a testament to the redevelopment potential of the area, the CRA Brownsville Redevelopment District's third largest land-use category is vacant or undeveloped land. Approximately 12.71% of the district consists of 146.44 acres across 387 parcels that are vacant/undeveloped.

Vacant structures and abandoned lots are strong indicators of economic distress and lead to deterioration of the physical environment and are detrimental to the investment image of the community. The presence of vacant and underutilized buildings contributes both as an opportunity and a liability for redevelopment. Smaller vacant parcels can be assembled and larger vacant parcels are "development ready" to support new development and/or significant adaptive reuse of underutilized and deteriorating buildings.

There are several large undeveloped parcels in the Redevelopment District. These areas consist of approximately 39.0 acres and are presently heavily wooded. There are no future development plans for this site.



VACANT PROPERTIES, BROWNSVILLE REDEVELOPMENT DISTRICT, PHOTO: GOOGLE MAPS

There are several smaller areas/parcels within the Brownsville CRA district that make up the remaining 107.0 acres of vacant properties.

PARKS, PUBLIC USES AND UTILITIES

Public uses in the CRA Brownsville Redevelopment District, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as parks, schools, storm water detention areas, and government buildings. These land uses consist of approximately 4.73% of existing land in the district. There are presently no public schools located within the district; however, there is one private Christian School, Escambia Christian School (K-12).

Raymond Riddles Athletic Park is currently the only public park in the CRA Brownsville Redevelopment District. It is located at 1704 North W Street, is a 5-acre park comprised of five baseball fields for youth and adult, a playground, restrooms, a basketball court and security lights. A partnership with the West Pensacola Youth Association provides sports programming at the facility and it is available to the general public for reservation and rental. The Salvation Army located on "S" Street, provides some limited play areas for youth activities.

The West Pensacola Volunteer Fire Department Station 17, located at 1700 North W Street, provides fire protection for the Brownsville community.



PARK AND PUBLIC FACILITIES, BROWNSVILLE CRA, GOOGLE MAPS

INSTITUTIONAL

Institutional use in the Brownsville CRA Redevelopment District occupies 59 acres, which is 5.12% of the land. This land use category has a total of 43 parcels, which represents 1.44% of total parcels of the district. Institutional uses are generally churches or church-owned properties.



INSTITUTIONAL USES, BROWNSVILLE CRA, PHOTO: GOOGLE MAPS

INDUSTRIAL

Industrial uses make up a small portion, 9.20% of the CRA Brownsville District. Nearly all of the industrial land uses are located off of Mobile Highway. The Mobile highway frontage and adjacent land west of Dominguez Street plus the Old Corry Field Road corridor are the primary industrial and heavy commercial areas.



INDUSTRIAL PROPERTIES, BROWNSVILLE CRA DISTRICT, PHOTO: GOOGLE MAPS

FUTURE LAND USE & COMPREHENSIVE PLAN

The Escambia County Comprehensive Plan is a guiding document that sets forth goals, objectives, and policies that help define the character, rate of growth, and timing for future development in the County. It also corresponds with the County's future land use map (Fig. 2.4) that identifies almost all of the Brownsville redevelopment as a candidate for mixed-use urban redevelopment with strip commercial development along established corridors.

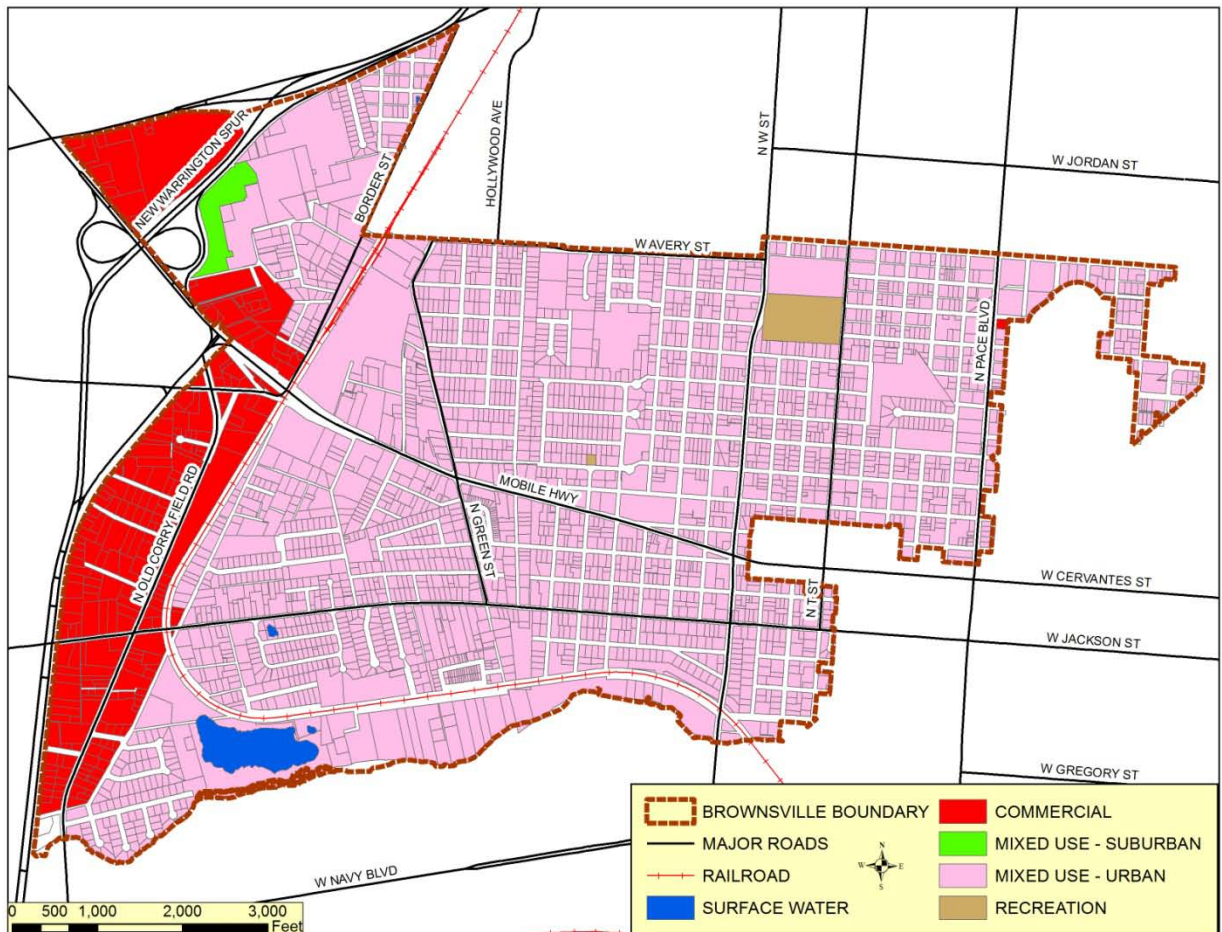


Figure 2.4: FUTURE LAND USE IN THE BROWNSVILLE REDEVELOPMENT AREA, Escambia County GIS

The following sections are excerpts from the Goals, Policies and Objectives of the Escambia County Comprehensive Plan. These goals, policies and objectives have a direct impact on the Brownsville Redevelopment Area and are included below:

Chapter 7: Future Land Use Element

GOAL FLU 1 FUTURE DEVELOPMENT PATTERN

Escambia County will implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

OBJECTIVE FLU 1.1 Growth Strategies

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

OBJECTIVE FLU 1.3 Future Land Use Map Designations

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

POLICY FLU 1.3.1 Future Land Use Categories General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County in the Brownsville Redevelopment Area are listed below:

1. Mixed-Use Urban (MU-U)

General Description: Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic.

Standards: Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), and Non-Residential Maximum Intensity: 2.0 FAR. Escambia County intends to achieve the following mix of land uses for new development within a ¼ of mile arterial roadways or transit corridors by 2030: Residential – 8% to 25%, Public/Recreation/Institutional – 5% to 20%, Non-Residential: Retail/Service – 30% to 50%, Office – 25% to 50%, and Light Industrial – 5% to 10%. In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: Residential – 70% to 85%, Public/Recreation/Institutional – 10% to 25%, and Non-Residential – 5% to 10%.

2. Commercial (C)

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

Range of Allowable Uses: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic.

Standards: Residential Minimum Density: None, Residential Maximum Density: 25 du/acre, Non-Residential Minimum Intensity: None, and Non-Residential Maximum Intensity: 1.0 Floor Area Ratio (FAR).

3. Industrial (I)

General Description: Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued

industrial operations within the County and provide jobs and employment security for present and future residents.

Range of Allowable Uses: Light to Intensive Industrial, Ancillary Retail and Office. No new residential development is allowed.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 1.0 FAR

4. Recreation (REC)

General Description: Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.

Range of Allowable Uses: Active and passive recreation activities and amenities, Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, Meeting halls and the like. No new residential development is allowed.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 0.5 FAR

5. Public (P)

General Description: Provides for uses or facilities owned or managed by the Federal, State or County government or other public institutions or agencies.

Range of Allowable Uses: Public Parks, Local, Regional, State or Federal Facilities, Public structures or lands, and Quasi-public Facilities providing public services.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, Non-Residential Intensity: None

OBJECTIVE FLU 1.4 Protect Existing Communities

Escambia County will protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.

POLICY FLU 1.4.1 Nonconformity Escambia County will prohibit expansion of nonconforming land uses or structures within the County. The LDC shall restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

POLICY FLU 1.4.2 Code Enforcement Escambia County will conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations.

OBJECTIVE FLU 1.5 Sustainable Development

Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land patterns.

POLICY FLU 1.5.1 New Development and Redevelopment in Built Areas To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

POLICY FLU 1.5.2 Compact Development and Maximum Densities and Intensities To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.

GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES

Escambia County will promote urban strategies for compact development, efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies will include infill development, mixed-use development and coordinated land use and transportation planning.

OBJECTIVE FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICY 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.

POLICY FLU 2.1.2 Compact Development To promote compact development, FLUM amendments and residential re-zonings to allow higher residential densities to be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

OBJECTIVE 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.

POLICY FLU 2.3.1 Area Designation All Community Redevelopment Areas, as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Florida Statutes.

POLICY FLU 2.3.2 Community Redevelopment Areas Escambia County will use its fiscal resources to encourage infill residential, commercial and public development in the Community Redevelopment Areas.

OBJECTIVE FLU 2.4 Community Redevelopment

The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the Community Redevelopment Strategy, may be updated from time to time.

POLICY FLU 2.4.1 Strategy The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans.

POLICY FLU 2.4.2 Block Grants Escambia County will direct its Community Development Block Grant (CDBG) efforts primarily to the Community Redevelopment Areas, but in any case, the program requirements promulgated by the U.S. Department of Housing and Urban Development (HUD) will be met.

Chapter 8: Mobility Element

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

GOAL MOB 1 TRANSPORTATION

Escambia County will provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

OBJECTIVE MOB 1.1 Transportation System

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICY MOB 1.1.3 Non-motorized Transportation All new public road construction projects in urban areas or community redevelopment areas will accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

POLICY MOB 1.1.11 Required Bicycle and Pedestrian Facilities Escambia County will encourage through private/public partnerships the installation of sidewalks along the street frontage of new development (including but not limited to new development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the "Transportation Alternative" Plan) to provide connectivity and utility for existing sidewalks in the vicinity of the development.

POLICY MOB 1.1.12 Coordination with School District and Sidewalk Planning Participation Escambia County will coordinate with the Escambia County School District regarding new school siting and needs at existing schools when determining locations for improvements to pedestrian facilities. Escambia County will also seek public input from citizens, the Escambia County School District, and the development community regarding sidewalk needs and priorities.

OBJECTIVE MOB 1.2 Transportation and Land Use

Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the FLUM and maintaining consistency between land use decisions and traffic circulation system improvements.

POLICY MOB 1.2.2 Non-motorized Transportation Facilities Escambia County will provide or require the provision of non-motorized transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities.

GOAL MOB 2 TRANSIT

Escambia County will encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to community needs, consistent with land use policies, is environmentally sound, and promotes economic opportunity and energy conservation.

OBJECTIVE MOB 2.2 Mass Transit and Growth Patterns

Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT's operating ratio.

POLICY MOB 2.2.1 Route Modernization ECAT will modernize service from the existing radial route system into a modified grid system to improve efficiency.

POLICY MOB 2.2.2 Service Area Adjustments ECAT will realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower-use areas in order to provide more efficient service to more riders at comparable cost.

Chapter 9: Housing Element

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies contained in this element are intended to identify and address current and future deficits in the provision of moderate, low and very-low income housing, group homes, foster care facilities and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as the residents of Escambia County, regarding redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance and critical housing assistance programs.

GOAL HOU 1 Provision of Housing

Escambia County will provide safe, sanitary and affordable housing for the current and future residents of the County.

OBJECTIVE HOU 1.1 Housing Delivery Process

Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost and location.

POLICY HOU 1.1.1 Residential Areas The Escambia County Future Land Use Map (FLUM) and Zoning maps will identify areas suitable for residential development and/or redevelopment.

OBJECTIVE HOU 1.2 Affordable Housing

Assure the provision of safe, sanitary and affordable housing for moderate, low and very-low income residents.

POLICY HOU 1.2.1 Definition Escambia County will define affordable housing as housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the amount that represents the percentage of the median adjusted gross annual income for the households in Florida Statutes as amended.

POLICY HOU 1.2.2 Location Escambia County will allow the location of affordable housing in any residential FLUM category provided the housing is compatible with all applicable rules and regulations of the LDC.

POLICY HOU 1.2.3 Development Types Escambia County will promote affordable housing opportunities by allowing cluster developments, zero-lot line developments, planned unit developments and other types of housing layouts that may reduce the cost of individual dwelling units.

POLICY HOU 1.2.4 Mobile or Manufactured Home Location Escambia County will encourage the use of modular homes, mobile, and manufactured as a type of housing as defined by Florida Statutes within the appropriate zoning and FLU categories.

OBJECTIVE HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs such as but not limited to: preservation and infill, regulation

enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

OBJECTIVE HOU 1.5 Relocation Assistance

Provide housing assistance, including relocation housing for persons displaced by public programs, projects or housing rehabilitation.

POLICY HOU 1.5.1 Grants Escambia County will pursue grants to provide for relocating moderate, low, and very low income persons displaced during the housing rehabilitation process.

POLICY HOU 1.5.2 County Policy Escambia County will utilize its “Relocation Policy” that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the BCC on November 28, 1988, including any revisions thereto.

OBJECTIVE HOU 1.6 Housing Programs

Continue implementation of critical housing programs. Implementation will include, but not be limited to, County/Private partnerships, County/City partnerships, private non-profit and technical assistance providers.

POLICY HOU 1.6.1 Program Information Escambia County will continue its housing outreach program to assure dissemination of housing information.

POLICY HOU 1.6.2 Non-discrimination Escambia County will enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County’s population.

POLICY HOU 1.6.3 Low-Interest Mortgage Loans Escambia County will cooperate with appropriate local, state and federal agencies to facilitate bond-backed low-interest mortgage loans for homes purchase by qualified individuals or families.

POLICY HOU 1.6.4 Housing Finance Authority Escambia County will participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

POLICY HOU 1.6.5 State and Federal Assistance Escambia County will participate in affordable housing programs as made available by the state, federal, or other appropriate agencies.

POLICY HOU 1.6.6 Neighborhood Enterprise Division Escambia County will provide assistance, through NED, to provide affordable homeownership opportunities for moderate, low, and very low income homebuyers.

POLICY HOU 1.6.7 SHIP Fund Initiatives Escambia County will use State Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Florida Statutes.

Chapter 10: Infrastructure Element

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County’s citizens.

GOAL INF 1 WASTEWATER

Escambia County will ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

OBJECTIVE INF 1.1 Provision of Wastewater Service

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 1.1.1 Service Agreements Wastewater service will be provided at established levels of service within Escambia County consistent with the Interlocal Agreements between the County and the Emerald Coast Utility Authority (ECUA), the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

POLICY INF 1.1.2 Provider Consistency with Plan Escambia County will coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan.

POLICY INF 1.1.4 Required Septic Tank Retirement Escambia County will, in coordination with the Escambia County Health Department and wastewater service providers, require all onsite sewage treatment and disposal system (i.e., septic tank) users to connect to an available central sewer system within the times prescribed by Section 381.00655, Florida Statutes. Sewer availability shall also be as defined in Florida Statutes.

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

GOAL INF 3 STORMWATER MANAGEMENT

Escambia County will ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.

OBJECTIVE INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 3.1.2 County System Improvements Escambia County will continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

Chapter 13 Recreation and Open Space Element

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces and waterways.

LAND DEVELOPMENT REGULATIONS

The CRA Brownsville Redevelopment District land is divided into six zoning categories. Three primary zoning categories are represented in the as **residential, heavy commercial/light industrial** and **commercial**. As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential occupying 63.44% of the total acreage, heavy commercial/light industrial, occupying 22.55%, and commercial representing 13% (Table 2.2). The CRA Brownsville Redevelopment District zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	%
HDMU	165.67	13.96%
HDR	0.18	0.02%
MDR	587.15	49.46%
HC/LI	267.63	22.55%
Commercial	154.68	13.03%
Recreation	11.75	0.99%
Total	1,187.06	100%

TABLE 2.2 DISTRIBUTION OF ZONING CATEGORIES,
ESCAMBIA COUNTY GIS

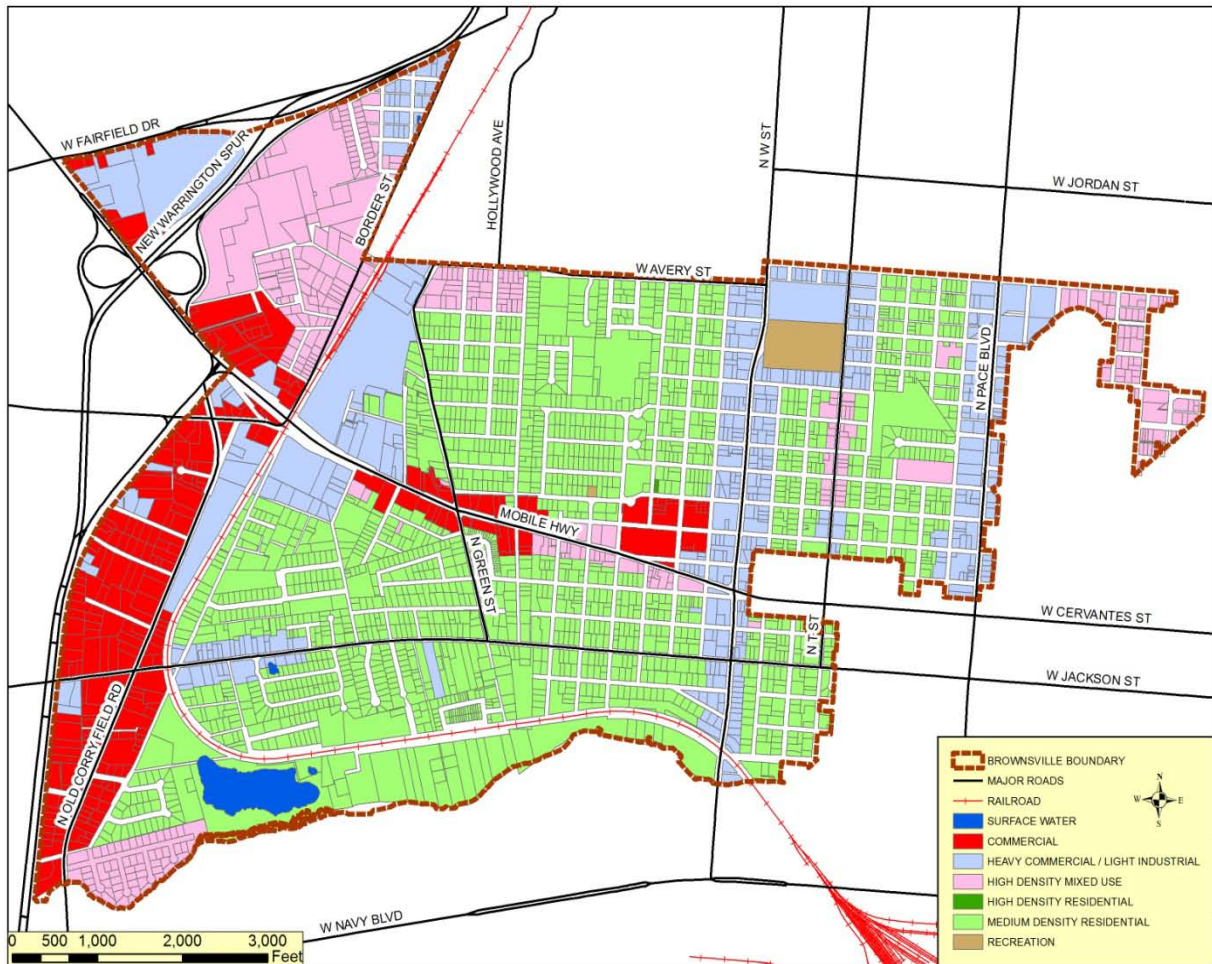


FIGURE 2.5: ZONING CATEGORIES IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

High Density Mixed-use district (HDMU): The High Density Mixed-use 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.

High Density Residential district (HDR): The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. On residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Medium Density Residential district (MDR): The Medium Density Residential district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses

within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

Heavy Commercial and Light Industrial district (HC/LI): The Heavy Commercial and Light Industrial 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.

Commercial district (Com): The Commercial 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.

Recreation district (Rec): The Recreation district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

PARCEL SIZE

The size of parcels (Fig. 2.6) has a significant impact on redevelopment potential for any proposed project. Typically, older subdivision plats and commercial properties may be too small for redevelopment and may exhibit non-conformance with current zoning codes.

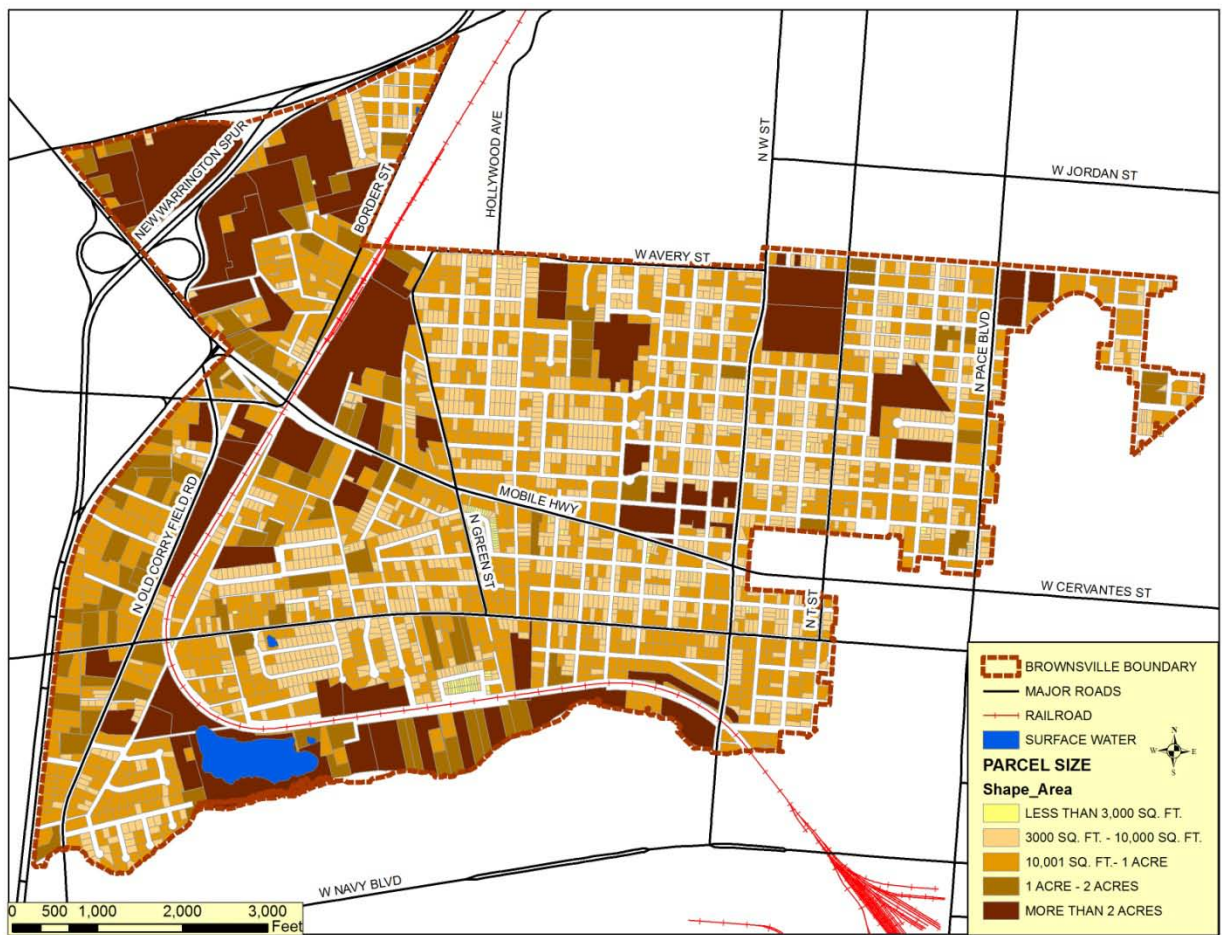


FIGURE 2.6: PARCEL SIZE IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority, (51%), of parcels in the CRA Brownsville Redevelopment District are between 3,000 square feet to 9,999 square feet. The next most common parcel size (39%), are parcels that are between 10,000 square feet-1 acre (43,560 square feet) in size. The next most common parcel size in are lots that are less than 3,000 square feet, representing nearly 5% of the district. The remaining parcels, (4.8%), are 1 acre or above.

Parcel Size	Count	Percent
< 3,000 square feet	158	5.28%
3,000 – 9,999 square feet	1532	51.20%
10,000 square feet – 1 acre	1160	38.77%
1-2 acres	90	3.01%
> 2 acres	52	1.74%
Total	2,992	100

Table 2.5: DISTRIBUTION OF PARCEL SIZE, Escambia County GIS

Inadequate parcel size may become a significant deterrent for redevelopment efforts. The smaller properties are often limited by their size in relation to parking and setback requirements, stormwater retention standards, landscaping requirements, and other land development regulations. In addition, contemporary development trends favor larger sites for redevelopment as it offers the flexibility to provide a variety of uses and a mix of activities. It also reduces the complexities involved with assembly of smaller parcels to support large scale redevelopment projects.

HOUSING CONDITIONS

Housing conditions in the CRA Brownsville Redevelopment District is in many areas dilapidated or vacant, and the distribution of substandard housing is scattered across the entire CRA (Fig. 2.7), while the neighborhoods of Fiveash, Welles and Morrison Court contain a relatively higher concentration of poor quality housing.

CRA staff conducted a neighborhood housing survey throughout the CRA Brownsville Redevelopment District. Area houses were evaluated based upon the following established conditions criteria:

1. **Excellent condition** – None or very minor repair required.
2. **Good condition** – Possibly requiring paint. There may be evidence of aging. No structural repair necessary.
3. **Fair condition** – Repair or rehabilitation is required. Shingles may be missing or curling. There may be evidence of the need for energy improvements and new roofing may be required as well.
4. **Poor condition** – Obvious structural damage exists. The Entire Structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.
5. **Dilapidated condition** – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

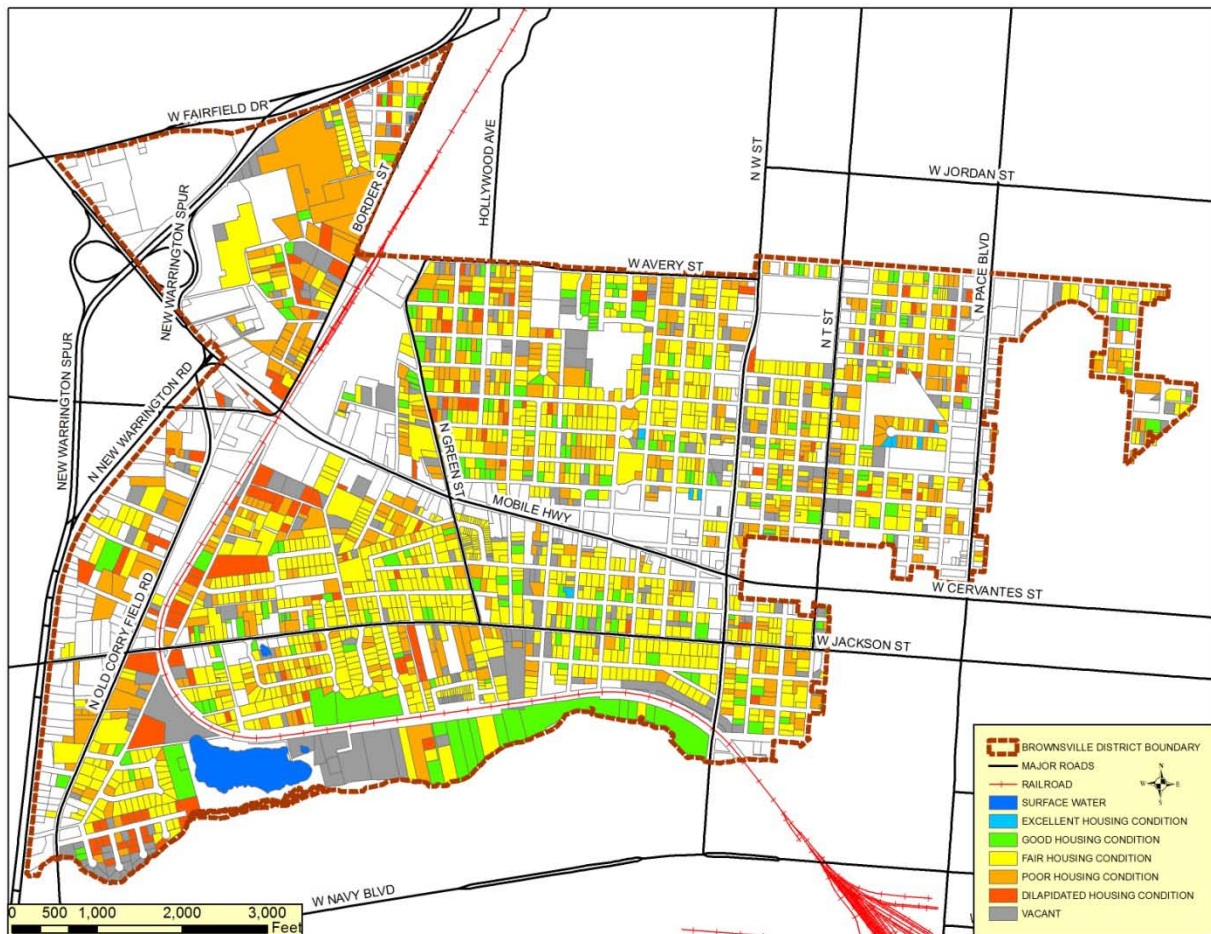


FIGURE 2.7: HOUSING CONDITIONS IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

Conditions of deterioration in a neighborhood are a negative influence on surrounding residents, and the condition of these units can be a deterrent to continuing investment and maintenance of other units. Of the 2,554 houses in the CRA Brownsville Redevelopment District, over 27% are in either poor or dilapidated condition. Another half, 51% of the housing stock, is in fair condition. Only 8.7% of the existing homes are in good condition and 8 homes (0.31%), are in excellent condition.

Compared to housing conditions reported in the CRA Brownsville Redevelopment Plan in 2004, there was an increase of 543 homes within the district, according to Escambia County GIS. The conditions of homes reported in excellent condition previously, have decreased from 2.29% to 0.31% (46 homes to 8 homes). Homes that were in fair condition have also declined from 81% (1,628 homes) to 51% (1,307 homes). Poor and dilapidated homes have increased from 12% (245 homes) to 27% (692 homes). A 15% increase in dilapidated homes indicates the need for residential rehabilitation due to homes deteriorating on a continual basis.

TRANSPORTATION AND INFRASTRUCTURE

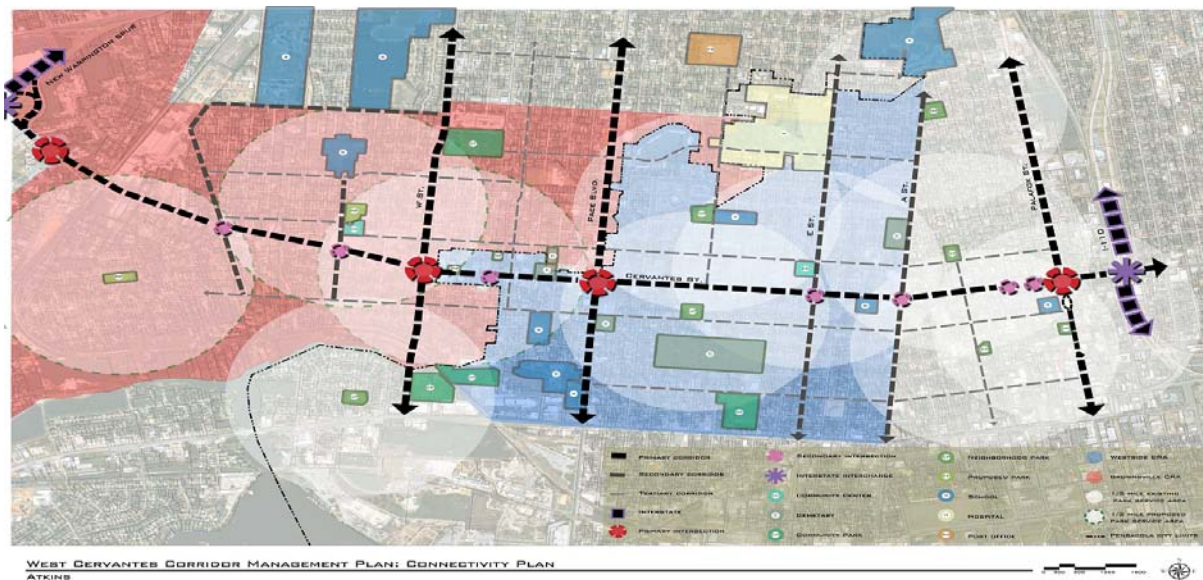
Vehicular circulation through the CRA Brownsville's Redevelopment District's commercial corridors is logical and efficiently planned. Mobile Highway/West Cervantes Street serves as a primary arterial thoroughfare, high-capacity urban road. This primary road runs directly through the center of the district and indicates a highway converted to a main thoroughfare. North W Street, North Green Street, North T Street, North Old Corry Field Road and a small section of North Pace Blvd, serve as alternate north-south passages and provide access to the

residential and lesser commercial areas of the CRA Brownsville Redevelopment District. The eastern section of the New Warrington Spur is located in the north east section of the district.

The CRA Brownsville Redevelopment District has a traditional, parallel and horizontal city-like street grid, providing less traveled street layouts with easy access to many of the neighborhoods, a flea market and one park that is housed within the district. The remainder of the district is served by suburban street layouts connecting neighboring residential areas and local businesses.

There are pockets of areas, both north and south of the district where the residential roads end and do not connect to other neighborhoods. For example, there is a railroad track located in the south section of the district and that causes a disruption between some neighborhoods. The southern portion of the Brownsville CRA Redevelopment District has the most inefficient street layout and there is at least one private road that is not maintained and is difficult to travel up and down the road.

A transportation analysis is being conducted by the Florida-Alabama Transportation Planning Organization and the Connectivity Plan map is shown here:



Source: WEST CERVANTES STREET CORRIDOR MANAGEMENT PLAN-12/2015

This analysis is being done to identify improvements needed to increase the safe and efficient movement of people and goods and improvements needed to support all modes of transportation including roadway capacity, public transit and bicycle and pedestrian movements. The study is expected to be completed by October, 2016.



INTERSECTION OF W. CERVANTES AND NORTH W STREET, GOOGLE MAPS



INTERSECTION OF N NEW WARRINGTON ROAD AND MOBILE HIGHWAY, GOOGLE MAPS

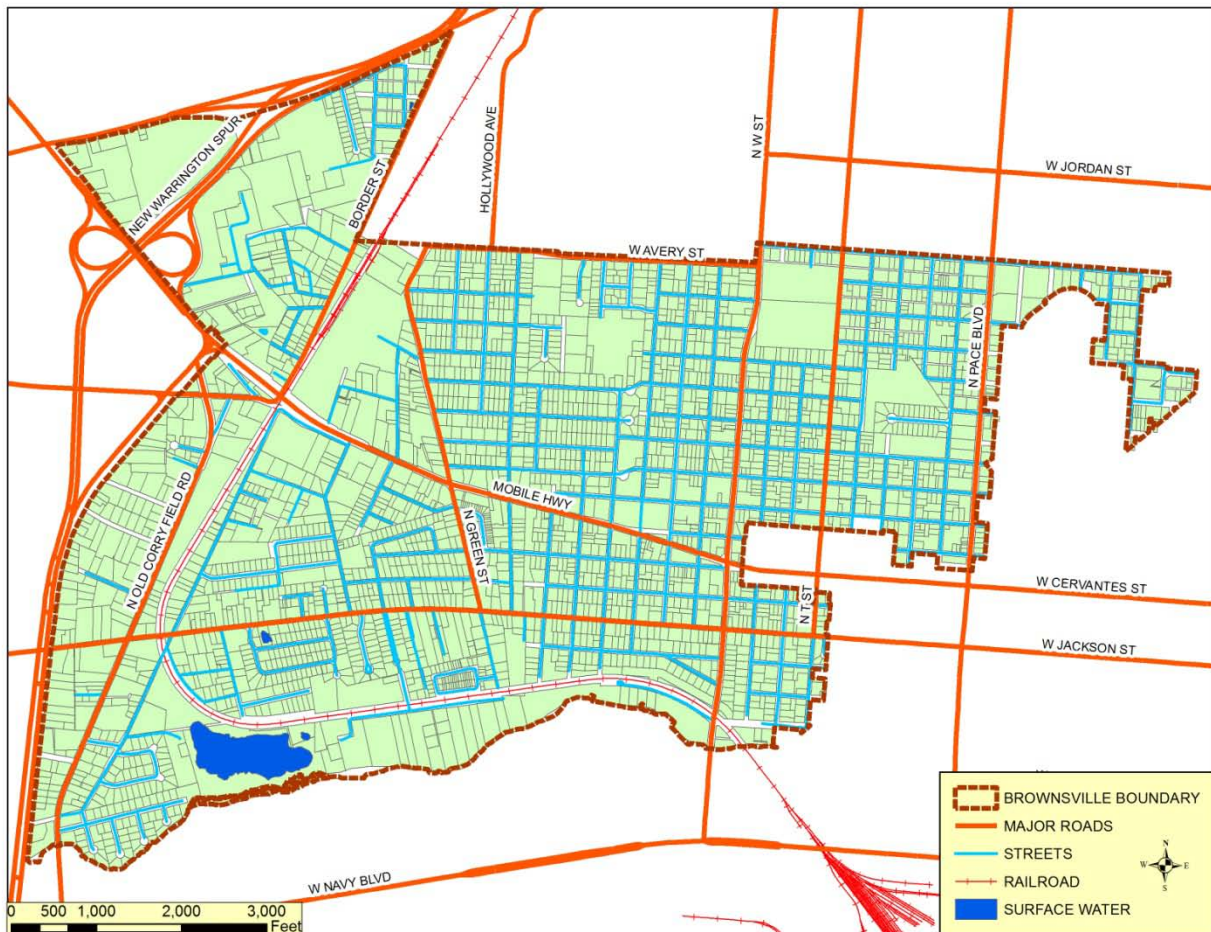


FIGURE 2.8: VEHICULAR CIRCULATION IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

PEDESTRIAN CIRCULATION

Pedestrian circulation in the CRA Brownsville Redevelopment District is noticeably deficient in the largest section of residential areas. With the exception of a few residential streets, the district has no consistent residential sidewalk networks. Currently, there are sidewalks located on the west side of Kirk Street from West Jackson Street to Lee Street and from West Blount Street to Avery Street. There is very small section of sidewalks on the east side of Kirk Street running north to south, from West Lloyd Street to West Lee Street. There is also a small section of sidewalks on the north side of West Blount Street running from North T Street to North Pace Blvd.

There are sidewalks on both sides of Mobile Highway, North W Street and North Pace Blvd. located within the CRA Brownsville Redevelopment District. There are sidewalks on both sides of the street on North T Street running north to south, from West Avery Street to West Lloyd Street. There are sidewalks on south side of West Jackson Street from T Street to U Street, and then the sidewalks continue on the north side of West Jackson Street almost to the intersection of Citrus Street.

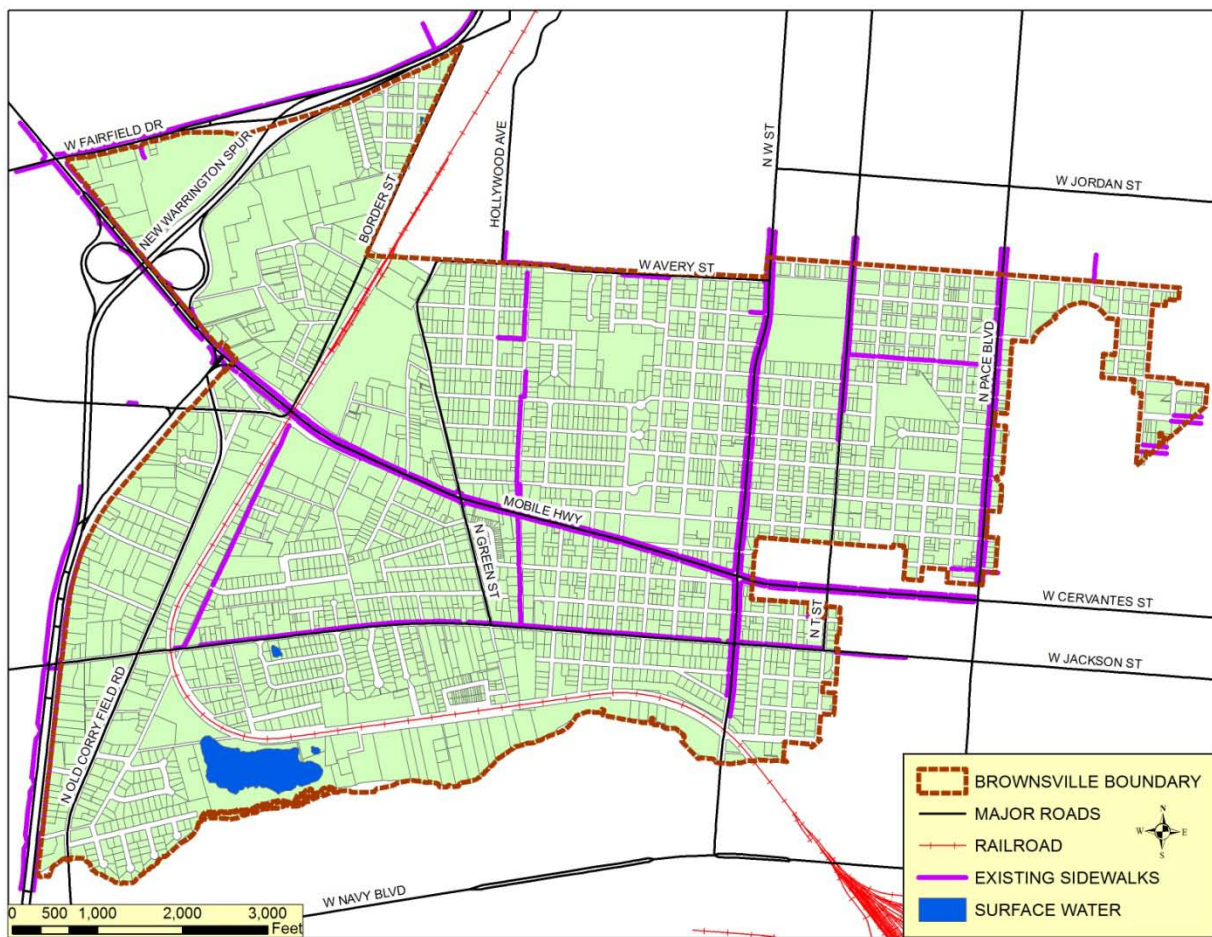


FIGURE 2.9: SIDEWALKS IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

SANITARY SEWER

The sewer network in the CRA Brownsville Redevelopment District is very limited and is in need of expansion. Sewer is currently available running north to south along a section of Green Street from Mobile Highway to Idlewood Drive and a section of Gadsden Street. Sewer is also available along North Old Corry Field Road in the western section of the Brownsville Redevelopment District. Commercial investment is hindered along Mobile Highway, a major commercial corridor, because of the lack of sewer connection. Connecting neighborhoods are

also in need of sewer connection. Without connection, residential development or infill housing projects will have to provide septic tanks on site. With the parcel sizes in this district mostly being small, this may become a deterrent for redevelopment efforts and limit redevelopment potential.

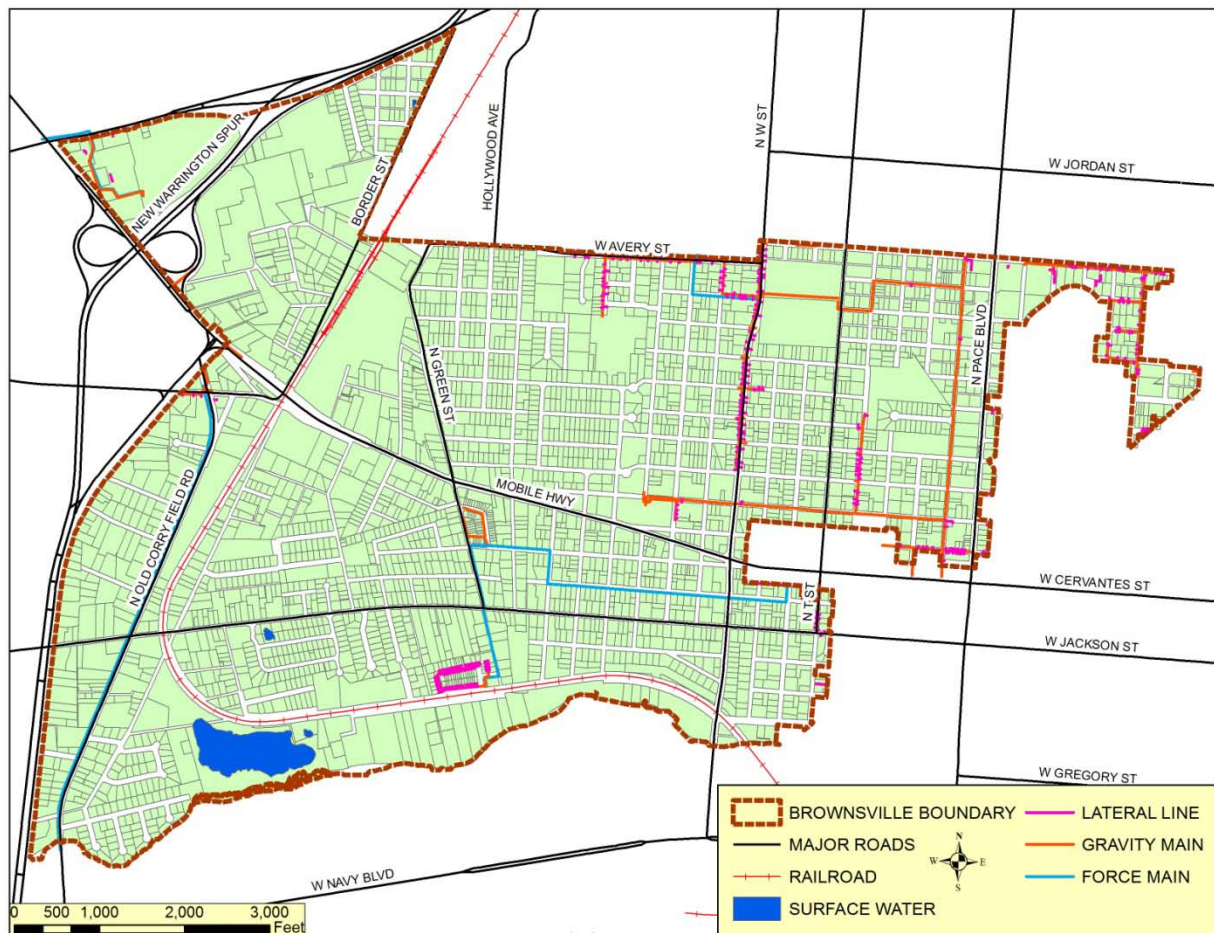


FIGURE 2.10: CURRENT SEWER LINES IN THE BROWNSVILLE REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

DEMOGRAPHICS

This section uses data provided by Nielsen Site Reports as compiled by the Hass Center of University of West Florida and the Environmental Systems Research Institute (ESRI), to discuss the demographic, housing and economic conditions in the CRA Brownsville Redevelopment Area and compare them to the same conditions across Escambia County.

POPULATION

The CRA Brownsville's Redevelopment District population (Table 2.6) has been near stable over the past ten years and is expected to remain so in the future. The 2010 Census identified 6,278 residents and estimated 6,531 residents in 2014 and the estimated population for 2019 is 6,418. Population in the district increased 0.96% from 2010-2014, but is projected to decrease 1.01% from 2014-2019. This indicates the Brownsville Redevelopment District is growing at a much slower pace than the County as a whole. In the period from 2010-2014, Escambia County grew 1.03% with a population growth rate of 0.97% and projected growth rate for the county as a whole is expected to pick up 1.03% from 2014-2019.

POPULATION Location	2010	2014	% change from 2010	2020 (estimated)	% change from 2015
Brownsville CRA	6,801	6,930	1.90%	7,167	3.42%
Escambia County	297,619	306,630	4.01%	320,397	4.79%

TABLE 2.6 POPULATION, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOUSEHOLDS

Household figures (Tables 2.7 and 2.8) are important indicators of housing demand, household characteristics, and market potential in a community. The 2015-2020 projected percent increase of households in the CRA Brownsville Redevelopment District (4.53%) is less than the rate of household growth in Escambia County (5.46%).

HOUSEHOLDS Location	2010	2014	% change from 2010	2020 (estimated)	% change from 2015
Brownsville CRA	2,724	2,825	3.72%	2,953	4.53%
Escambia County	136,703	138,636	4.43%	128,021	5.46%

TABLE 2.7 HOUSEHOLDS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area's economic strength. The CRA Brownsville Redevelopment District's median household estimated income in 2015 is \$26,417. Escambia County's estimated median income in 2015 is \$45,453. The discrepancy in Brownsville's median income is \$19,036 or 58.12% less than the County's median income.

HOME OWNERSHIP RATE IN 2014	Brownsville	Escambia County
% Owner-occupied	42.92%	64.83%
% Renter-occupied	57.08%	35.17%

TABLE 2.8 HOME OWNERSHIP RATES, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

The CRA Brownsville Redevelopment District's median owner-occupied house value in 2014 is \$73,417, compared to Escambia County's median owner-occupied house value of \$130,449, with a difference of \$55,032 or 56.28 % less than the County's median owner-occupied houses.

ETHNIC COMPOSITION

In 2014, compared to Escambia County as a whole, the CRA Brownsville Redevelopment District is more ethnically diverse (Table 2.9). The CRA Brownsville Redevelopment District has 26.9% fewer whites and 25.6% more black/African Americans than the county as a whole.

ETHNIC COMPOSITION	BROWNSVILLE CRA	ESCAMBIA COUNTY
White	41.75%	68.65%
Black or African American	47.94%	22.37%
Amer. Indian or Alaska Native	1.14%	0.87%
Asian	3.14%	3.01%
Native Hawaiian and other Pacific Islander	0.15%	0.16%
Other	2.85%	1.47%
Two or more races	3.03%	3.48%

TABLE 2.9: ETHNIC COMPOSITION, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

AGE

Age breakdowns are comparatively similar in the CRA Brownsville Redevelopment District and Escambia County as a whole (Table 2.10). In the district, 74% of the population is over 18 years of age while countywide the percentage is 79%. Comparison of the elderly population is nearly equal. Although slight, the greatest age comparison difference is in children in Brownsville. The CRA Brownsville District has about 1.3% more young children and 1.9% more school-aged children than found countywide.

AGE	BROWNSVILLE CRA	ESCAMBIA COUNTY
0-4	8.15%	6.08%
5-9	7.85%	5.98%
10-17	10.23%	9.31%
18-44	33.63%	36.76%
45-64	27.31%	25.76%
65+	12.84%	16.11%
Over 18	73.77%	78.63%

TABLE 2.10: AGE, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EMPLOYMENT

In 2014, the total estimated working-age population in the CRA Brownsville Redevelopment District was 5,282, of those, 2,239 are employed. In 2015, the unemployment rate was 14.50% and of the working age population, 41.48% are not in the labor force. Of these workers (Table 2.11), the highest percentages are employed in Office/Admin, Support (11.72%) and Sales/Related positions (11.38%).

EMPLOYMENT	BROWNSVILLE CRA	ESCAMBIA COUNTY
Architect/Engineer	1.63%	1.30%
Arts/Entertain/Sports	0.22%	1.66%
Building Grounds Maintenance	7.01%	5.12%
Business/Financial Operations	1.32%	3.33%
Community/Social Services	1.28%	1.65%
Computer/Mathematical	1.29%	1.27%
Construction/Extraction	9.08%	5.02%
Education/Training/Library	6.06%	5.43%
Farm/Fish/Forestry	0.22%	0.43%
Food Prep/Serving	6.39%	8.52%
Health Practitioner/Tech.	6.21%	7.60%
Healthcare Support	4.79%	2.78%
Maintenance Repair	5.19%	3.61%
Legal	0.94%	0.97%
Life/Physical/Social Science	0.05%	0.57%
Management	3.42%	8.28%
Office/Admin. Support	11.72%	15.84%
Production	5.66%	3.40%
Protective Services	0.92%	2.15%
Sales/Related	11.38%	11.82%
Personal Care/Service	7.06%	3.33%
Transportation/Moving	8.17%	5.90%

TABLE 2.11: EMPLOYMENT, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EDUCATION

Economic conditions in a community are often analyzed through indicators such as per capita income, median and average household incomes, employment rate, educational attainment, labor force participation, and poverty rate, but there may be correlations as well between income performance and educational attainment.

As shown in Table 2.12, in 2014, it is estimated that 44% of CRA Brownsville Redevelopment District residents will have received their high school diploma, while an additional 18% have attended college (with nearly 4% of the population attaining a Bachelor's Degree). In contrast, it is estimated that nearly 23% of the adults will not complete high school.

In comparison with the CRA Brownsville Redevelopment District to the county as a whole, the difference indicates lower post-secondary educational attainment. The CRA Brownsville Redevelopment District leads the county with the percentage of adults who have attended high school but did not receive a diploma.

EDUCATIONAL ATTAINMENT	BROWNSVILLE CRA (population 25+ in 2014)	ESCAMBIA COUNTY (population 25+ in 2014)
Less than 9 th grade	7.29%	4.03%
Some High School, no diploma	15.75%	8.81%
High School Graduate (or GED)	44.19%	29.00%
Some College, no degree	17.69%	24.49%
Associate Degree	8.44%	10.40%
Bachelor's Degree	4.03%	14.77%
Master's Degree	1.77%	6.33%
Professional School Degree	0.45%	1.32%
Doctorate Degree	0.40%	0.85%

TABLE 2.12: EDUCATIONAL ATTAINMENT, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

INCOME

In 2014, residents of the CRA Brownsville District, on average earned 59.72% less than a resident residing elsewhere in Escambia County. This is a significant difference since the difference in median income in Brownsville is more than half of the median income than in the county as a whole. There is a higher percentage of residents in the \$15,000 - \$24,999 income range than compared county-wide.

This data clearly indicates the inability of the typical resident living within the CRA Brownsville Redevelopment District to afford a new house or to rehabilitate an existing home. This also attributes to the homes in the District being mostly rental properties since those types of homes tend to be lower income properties.

In areas where the income brackets are lower than the average, there is an increase in crime, increased code violations, residents that do not own personal vehicles and a lack of affordable housing.

INCOME BRACKETS	BROWNSVILLE CRA	ESCAMBIA COUNTY
2015 Estimated Income	\$31,186	\$58,243
2014 Median Income	\$26,417	\$45,453
<\$15,000	27.81%	15.44%
\$15,000 - \$24,999	19.74%	12.08%
\$25,000 - \$34,999	17.30%	13.48%
\$35,000 - \$49,999	19.13%	15.82%
\$50,000 - \$74,999	10.01%	17.37%
\$75,000 - \$99,999	4.43%	12.13%
\$100,000 - \$124,999	1.23%	5.68%
\$125,000 - \$149,000	0.17%	2.68%
\$150,000 - \$199,000	0.13%	2.93%
\$200,000-\$249,000	0.05%	0.95%
\$250,000-\$499,000	0.00%	1.12%
\$500,000+	0.00%	0.33%

TABLE 2.13: INCOME BRACKETS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

CRIME

It is not difficult to establish an understanding of crime trends in the CRA Brownsville Redevelopment Area (Table 2.14). The data shows in 2012 there was a crime spike and it was a particularly bad year in nearly every respect; murder, aggravated assault/battery, burglary/break-and-enter, larceny, motor vehicle theft and narcotic charges were the highest in recent memory or above average. Those numbers have slightly declined in more recent years

and could be a direct result of more residential street lights, paid for by the CRA on an annual basis and crime prevention sweeps conducted by the Escambia County Sheriff's Department, as indicated in 2014.

TOTAL INCIDENCE OF CRIME Location	2008 Reports	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports
Brownsville CRA (pop. 6,930)							
Murder/Negligent Manslaughter	3	0	1	2	3	2	0
Forcible Sex Offenses	18	22	20	26	15	28	23
Robbery	68	95	93	67	74	71	57
Aggravated Assault/Battery	129	146	145	136	138	129	114
Burglary	239	307	267	267	301	329	248
Larceny/Theft	284	259	332	389	340	317	315
Motor Vehicle Theft	83	76	60	74	54	73	58
Narcotics	143	197	238	192	239	211	158
Prostitution	39	53	16	23	16	29	1
Total	1,080	1,257	1,288	1,256	1,280	1,273	1,062
Escambia County (pop. 309,630)							
Murder	18	15	26	14	15	23	18
Forcible Sex Offenses	225	307	313	272	264	224	234
Robbery	554	534	461	463	412	370	306
Aggravated Assault/Battery	1,420	1,392	1,128	1,033	1,269	1,169	1,203
Burglary	2,417	2,610	2,665	2,600	3,156	2,776	2,356
Larceny/Theft	6,364	6,593	7,271	7,543	7,579	7,588	6,908
Motor Vehicle Theft	687	630	519	858	550	654	554
Narcotics	1,369	1,526	1,458	1,641	1,701	1,600	1,122
Total	13,054	12,607	13,841	14,424	14,946	14,404	12,701

TABLE 2.14 TOTAL INCIDENCE OF CRIME IN BROWNSVILLE AND ESCAMBIA COUNTY, ESCAMBIA COUNTY SHERIFF'S OFFICE

CHAPTER 3: CONCEPT PLAN

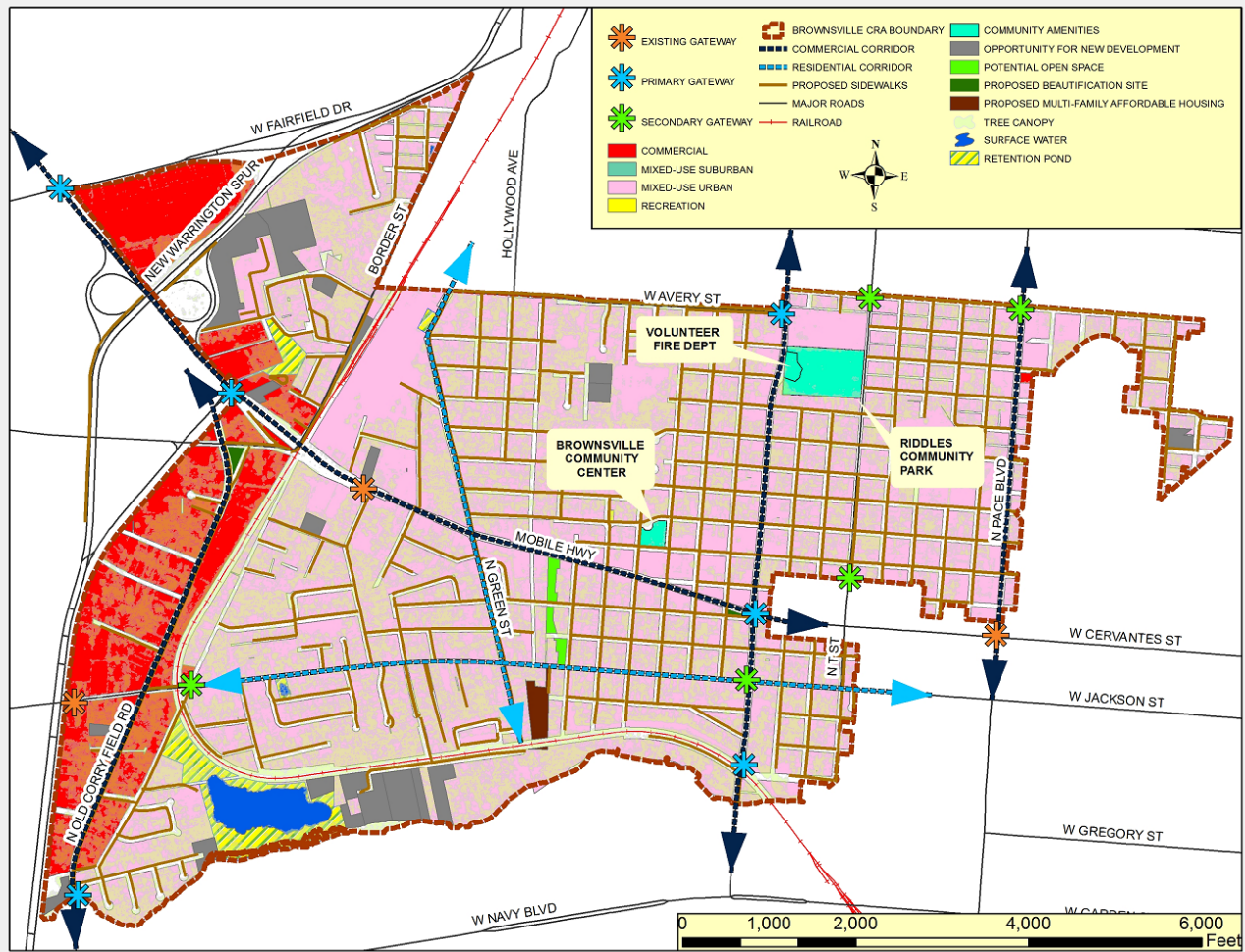
CONCEPT PLAN PHILOSOPHY

This chapter presents the Concept Plan for future land use and redevelopment within the CRA Brownsville Redevelopment Plan. The Concept Plan elements were conceived based on the priority issues and assets identified during the public workshops and surveys. The Concept Plan presents a general outline of the recommended elements for redevelopment of the CRA Brownsville Redevelopment District followed by a brief description of the objectives and the recommended action strategies to achieve these objectives. The Concept Plan elements were developed with consideration of previous and related plans for CRA Brownsville Redevelopment District. The Concept Plan serves as the foundation for future policy decisions by the County. The following general principles form the basis for recommendations and strategies contained in the Concept Plan:

- The Plan identifies, in general, where future land use changes and redevelopment activities should occur to make best use of limited resources and attract desirable businesses and reinvestment.
- The Plan offers a comprehensive strategy from which the Community Redevelopment Agency can plan its activities for the Brownsville Redevelopment Area.
- The Plan recommends nodal redevelopment patterns that help create definition throughout the Brownsville Redevelopment Area and will help scale neighborhoods to smaller and more accessible levels.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, CPTED design, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Brownsville Redevelopment Area.

In summary, the Concept Plan supports desirable social, physical and economic development strategies as expressed by community stakeholders, including:

- Improving physical conditions and visual character of the area's primary transportation corridors.
- Encouraging infill, renovation, reconstruction and enhancement of single-family residential areas.
- Creating natural centers of social, entertainment, and retail activity that help anchor neighborhoods and form gateways into Brownsville.
- Promoting denser and fuller commercial development on Brownsville main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses in order to preserve residential character and help stabilize property values.
- Identifying appropriate locations in the Redevelopment District to introduce mixed-use developments through adaptive reuse, new infill construction and future land use revisions.
- Enforcing code regulations as they apply to housing and property upkeep, visual blight, and safety requirements.
- Enhancing the pedestrian orientation of the CRA Brownsville Redevelopment District by increasing its pedestrian traffic.
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes and commercial businesses.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.



CORRIDORS

Primary corridors serve as major access routes for vehicular and pedestrian movement. Highly visible and easily accessible business locations are essential components of market development, and effective traffic circulation is an important factor. Primary corridors carry the largest amounts of traffic and are the most recognizable and convenient routes. Integration of transportation and land-use considerations become important in designing primary corridors that are effective at moving traffic, allowing curbside access, and presenting an appealing and welcoming image to motorists and pedestrians alike. Collectors typically are designed for lower speeds and shorter distance travel. Collectors are typically two-lane roads that collect and distribute traffic to/from the largest of proportion of total traffic.

Existing conditions on the Redevelopment District's primary corridors are largely deficient in terms of infrastructure quality, commercial activity, personal safety, and aesthetic character. These deficiencies must be addressed in order to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Brownsville Redevelopment Area that could potentially act as catalysts for the redevelopment of the district. These corridors/collectors are:

1. Primary Commercial Corridors:

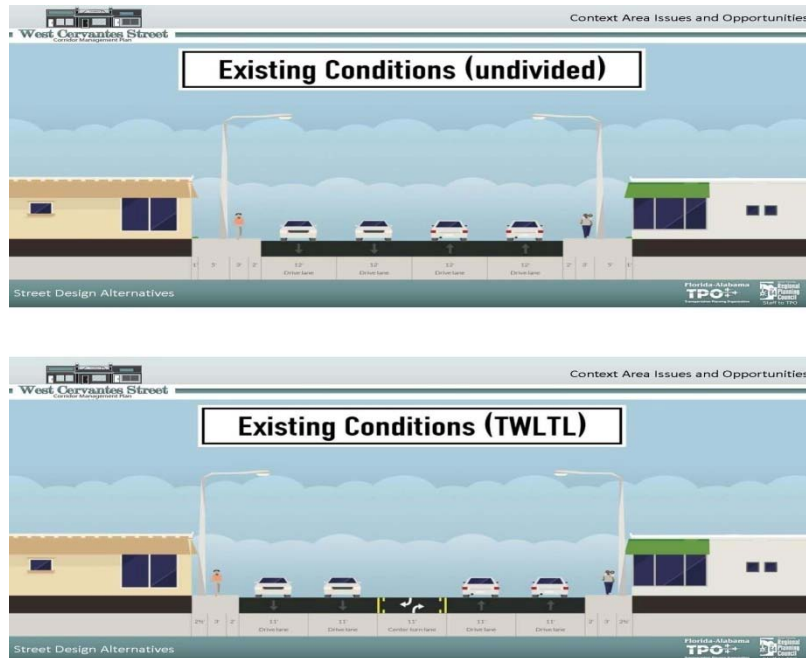
West Fairfield Drive/Mobile Highway/West Cervantes Street/ W Street and North Pace Boulevard

2. Neighborhood Commercial Corridors

West Jackson Street/North Old Corry Field Road and Lillian Highway

3. Neighborhood Collectors

Border Street/West Avery Street and North T Street



Source: WEST CERVANTES STREET CORRIDOR MANAGEMENT PLAN-12/2015

PRIMARY COMMERCIAL CORRIDORS

Mobile Highway is the primary west-east route through the CRA Brownsville Redevelopment District. Land use along Mobile Highway is primarily commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and institutional uses. There are several prominent Asian stores; including Asia Oriental Market and Bien Dong Oriental Market located on Mobile Highway in the heart of the District. Brownsville Ornamental Iron Works, Inc., (AKA Brownsville Welding) is also situated on Mobile Highway and has been in the same building since the early 1930's.

Although traffic is heavy during peak hours, a significant road improvement with traffic calming devices for Cervantes Street/Mobile Highway through the Redevelopment District would improve safety for vehicles, bicycles and pedestrians.

Adjacent to Mobile Highway, West Fairfield Street is a primary route covering a small portion of the northeast boundary of the CRA Brownsville Redevelopment District. North Pace Boulevard provides a heavy commercial and light Industrial corridor from West Avery Street to West Strong Street and serves as the gateway to the eastern border of the District.

Objective: Integrate existing commercial development into the functional and aesthetic framework of the redevelopment vision that retains the economic benefits of these uses, while improving their visual impact. Establish an identity for the corridor and stimulate quality development in the CRA Brownsville Redevelopment District.

Action Strategies:

- Initiate physical improvements to enhance the overall visual appearance of the commercial corridor. These include constructing elements such as landscaped medians, street lighting, sidewalks, and shared access to adjacent uses.
- Concentrate and consolidate existing commercial uses to prepare for any new development and use the services of a real estate agent and/or the County's land management team to acquire and assemble land for the development of large marketable retail or office sites.
- Identify priority sites for developing neighborhood retail and entertainment centers. These centers would centralize important neighborhood features, such as grocery stores, banks, dry cleaners, restaurants, etc.
- Encourage the possibility of providing business owners and developers with incentives such as a tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Encourage adaptive reuse of underutilized and obsolete commercial uses wherever possible.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Advocate to expand and/or complete sewer infrastructure to all properties along the corridor.



EXISTING CONDITION: -MOBILE HIGHWAY AND W STREET, GOOGLE MAPS



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A PRIMARY COMMERCIAL CORRIDOR, WEST CERVANTES STREET COORIDOR MANAGEMENT PLAN.



EXAMPLE OF A TYPICAL SECTION OF WEST CERVANTES STREET-REBALANCED, CREDIT: IBI GROUP, INC.

NEIGHBORHOOD COMMERCIAL CORRIDORS

Preserving neighborhood character and unity was mentioned as being important to the residents of Brownsville. In December, 2015, the Florida-Alabama Transportation Planning Organization began gathering information for a study to address improvements along Cervantes Street and Mobile Highway. These improvements would begin at A Street and run west to Dominguez Street. The only portion contained within the CRA Brownsville Redevelopment District, runs along Cervantes Street (AKA Mobile Highway), west, from W Street to Dominquez Street. The purpose of the study is to identify operational and access management improvements needed to support all modes of transportation within the Commercial, High Commercial/Light Industrial and High Density Mixed Use areas. This study will focus on traffic capacity, public transit and bicycle/pedestrian access and flow. Preserving neighborhood character and unity has been mentioned as important to the residents of Brownsville, and the results of this study should provide insight into improvements upon the existing character of the roadways for safety purposes and traffic calming objectives, providing there is sufficient right-of-way to support development.

Residential streets provide pivotal links between different neighborhoods, between different uses in the same neighborhoods, and form the road network that residents use to interact with each other. Their character is generally leisurely; narrow laneways, on-street parking, and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways. Streets with mixed commercial and residential uses, such as West Jackson Street., require modified strategies to properly manage their character and uses. Also, in certain cases, pedestrian infrastructure is deficient or missing, and without a safe or comfortable pedestrian environment, it is unlikely that such streets will be utilized by local residents.

Neighborhood Commercial Corridors for the CRA Brownsville Redevelopment District include West Jackson Street running east to west from North T Street to Old Corry Field Road, which includes a small portion of Lillian Highway. Lillian Highway and West Jackson Street encompass a portion of the western border of the District.



EXISTING CONDITION: WEST JACKSON STREET, GOOGLE MAPS



EXISTING CONDITION: OLD CORRY FIELD ROAD AND LILLIAN HIGHWAY, GOOGLE MAPS

Objective: Transform the functional and visual character of the streets as primary neighborhood commercial corridors at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Encourage private sector investment that addresses the needs of the neighborhood.

Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential corridors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds. Tree canopy, landscaping, street lighting, sidewalk repair and construction, and vegetative screens to hide undesirable views are all appropriate.
- Encourage neighborhood commercial development that is compatible with the adjacent uses.
- Encourage the possibility of providing business owners and developers with incentives such as tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Focus redevelopment efforts at neighborhood gateway intersections.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.

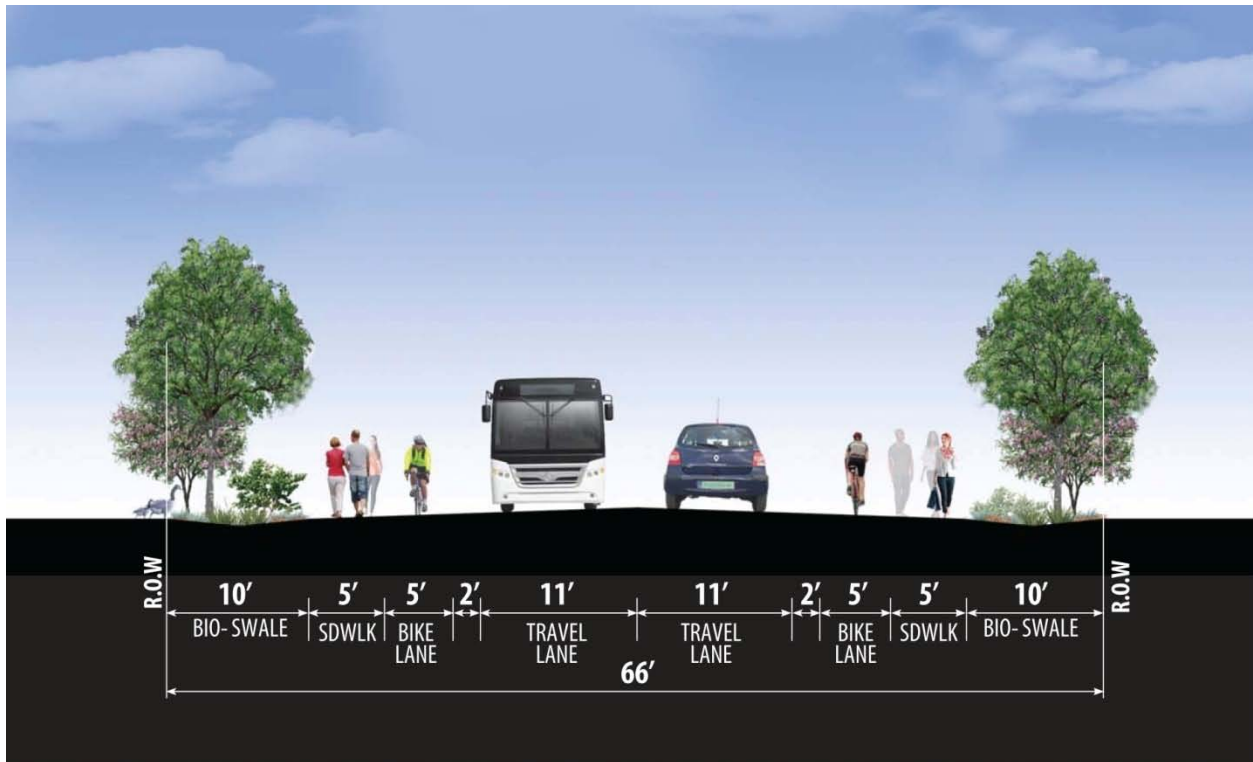
IMPLEMENTATION OF THE WEST CERVANTES CORRIDOR MANAGEMENT PLAN

In December, 2015, the Florida-Alabama Transportation Planning Organization (TPO), held a public workshop to gather public input regarding the West Cervantes Corridor Management Plan. A second public meeting was held on April 28, 2016. The study will be completed in October, 2016. The information gathered will be placed into a draft plan that will go before the Florida-Alabama TPO for review. The Plan will then go back to the TPO for consideration of adoption at another meeting. The TPO will go before the advisory committees, the Technical Coordinating Committee and the Citizens Advisory Committee. Construction for this project is not planned or funded at this time. The CRA will coordinate with the conclusion of the plan with other local agencies to implement proposed improvements.

The West Cervantes Street Corridor Management Plan focuses on five goals and addresses many of the issues that were expressed at the Envision Brownsville public meetings:

- Multimodal improvements
- Enhance walkability

- Improve key corridor gateways (North Pace Blvd.)
- Improve north to south connectivity
- Improve workforce through corridor commercial revitalization



EXAMPLE OF A RESIDENTIAL ROAD IMPROVEMENT, ATKINS GLOBAL N. PALAFOX CORRIDOR MANAGEMENT PLAN, 2015

NEIGHBORHOOD COLLECTORS

A vital neighborhood collector runs almost the entire span of the CRA Brownsville Redevelopment District. West Avery Street creates a logical west-east connection through the district and is the northern border of the CRA Brownsville District.

West Avery Street provides access to neighborhoods on the southern side from Border Street to North J Street. North Green Street connects neighborhoods running south of West Avery Street to north of West Jackson Street.

Border Street is located within a small portion of the CRA Brownsville Redevelopment District and runs north to south from Lillian Highway, north to West Yonge Street which defines the northeastern edge of the area. Another neighborhood collector in the district is North T Street from West Avery Street to West Strong Street. This collector provides access to the district from West Avery Street to Mobile Highway.

Objective: Maintain and improve the residential character of the neighborhoods. Connect important neighborhood destinations. Enhance the community's sense of place and identity by establishing higher quality architectural design standards in the residential areas.

Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential collectors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds.
- Encourage adaptive reuse of vacant properties that is compatible with the neighborhoods.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire length of the collector.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A NEIGHBORHOOD COLLECTOR, IBI GROUP

GATEWAYS

Gateways are important visual landmarks that reinforce the entrance into a geographic area. They commonly make use of a combination of complementary elements to create a pleasing and welcoming image to residents and visitors. Such elements include signage, landscaping, hard cape features like fountains or plazas, outdoor kiosks or vending stalls, and various forms of retail or dining activity. Gateways, when designed in this manner, help to provide focal points for people to spend time away from work or home. In addition to serving as landmarks, they can be zones of social and retail/dining activity for local residents.

In the CRA Brownsville Redevelopment District, there are considered to be approximately seven intersections where gateways of primary and secondary magnitude could eventually be improved. The primary ones are located at major intersections, while the secondary ones serve largely residential blocks.

PRIMARY GATEWAYS

All primary gateways can be designed and developed on common principles, with particular strategies added to each gateway appropriate to the area around it. The implementation of any of these town-center gateways will require close cooperation between the public and private sectors. Escambia County and various state and federal agencies must ensure that public utilities, rights-of-way, zoning requirements are able to accommodate the proposed primary gateways.

Proposed primary gateway locations:

- Mobile Highway at New Warrington Road

- Mobile Highway at Shoemaker Street
- Mobile Highway at North W Street
- Mobile Highway at W Fairfield Drive



EXAMPLE OF AN EXISTING BROWNSVILLE PRIMARY GATEWAY SIGN, PHOTO: GOOGLE MAPS

SECONDARY GATEWAYS

Secondary gateways are intended to highlight the instance of entering a particular neighborhood or district. In these cases, signage, landscaping, and paving are combined in ways that draw attention to the intersection and the streets that lead to it. For example, Mobile Highway is selected as an ideal street to build secondary gateways in Brownsville. It is located parallel to busy West Jackson Street, representing an important opportunity to brand the entrance into the CRA Brownsville Redevelopment District along a lower-speed corridor.

Proposed secondary gateway locations:

- West Jackson at North T Street
- West Jackson at North W Street
- West Jackson at Green Street

Objective: Create additional entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the CRA Brownsville Redevelopment District.

Action Strategies:

- Install unique landscaping elements and signage directing people to the Brownsville Community.
- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish directional signage programs announcing the entrance to the Brownsville Neighborhood at the identified prime entry points.
- Continue to bury utilities during new construction where feasible to provide safe pedestrian access and improve visual qualities.
- Ensure a coherent design for all the proposed gateways with an integrated landscaping and unified signage theme.



EXAMPLES OF NEIGHBORHOOD GATEWAY DESIGNS. CREDIT: IBI GROUP, INC.

COMMUNITY AMENITIES

Existing community amenities in the CRA Brownsville Redevelopment District are extremely limited. It is proposed in the updated Redevelopment Plan to emphasize new open space, park facilities and amenities that encourage outdoor recreation and social interaction.

Brownsville has one Community Park: a 5-acre athletic park located right next to T & W Flea Market. The Plan generally provides for additional open space through the development of neighborhood parks as discussed in Chapter 3.

Community amenities could also be improved at other existing facilities, such as the current Brownsville Community/Resource Center. The Community Center is centrally located in the CRA Brownsville District and is currently being renovated to provide necessary amenities and programs that would benefit the art culture, senior citizens, children and the undereducated that reside within the community. Joint-use opportunities will be explored by the Community Redevelopment Agency and local citizens, businesses, property owners and stakeholders.

Objective: Strengthen and enhance the system of parks, trails and open space in the neighborhood providing recreational opportunities for residents of the CRA Brownsville Redevelopment District. Such amenities will be readily accessible and serve to improve the quality of life for residents.

Action Strategies:

- Strategically locate neighborhood parks/pocket parks that will enhance neighborhood recreational opportunities. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Upgrade the current park (Raymond Riddles) providing additional amenities.
- Increase the number of neighborhood groups and strengthen neighborhood group collaboration.



EXAMPLES OF A TYPICAL ESCAMBIA COUNTY PARK IMPROVEMENT, PHOTO: CRA STAFF

REDEVELOPMENT STRATEGIES

This section of the plan highlights five particular redevelopment opportunities that could have far-reaching positive impact on the Redevelopment District:

- Commercial Redevelopment and infill
- Infill opportunities for Single and Multi-Family Housing
- Enhancement of the industrial District
- Public Health and Safety
- Encourage Citizen Groups and Civic Pride

COMMERCIAL REDEVELOPMENT AND INFILL

Over 20% of the CRA Brownsville Redevelopment District is vacant, representing a good opportunity for development of underutilized areas and infill development for new businesses.

The concept map (on page 39) identifies vacant parcels that are 1-acre and larger in size. These vacant parcels create opportunities for new development to occur.

Objective: Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth would benefit both the CRA Brownsville Redevelopment District and Escambia County as a whole.

Action Strategies:

- Continue the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. Funding through the Brownsville Tax Increment Financing (TIF) reimbursement process and the Community Development Block Grant (CDBG), will allow residents and business owners to redevelop/revitalize properties. These grant programs match property owners by matching dollar for dollar, up to a certain amount or, if the amount of the TIF allows, consider expanding the maximum match to a higher amount.
- Meet with developers to discuss what the County can do to help promote commercial growth in the CRA Brownsville Redevelopment District.



EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT, PHOTO: CRA STAFF



EXAMPLE OF A COMMERCIAL SIGN GRANT RECIPIENT, PHOTO: CRA STAFF

INFILL OPPORTUNITIES FOR SINGLE AND MULTI-FAMILY HOUSING

There are several smaller undeveloped tracts in the CRA Brownsville Redevelopment District that can be utilized for urbanized neighborhoods with single-and multi-family homes. This development can be done in phases of residential construction to prevent congested areas and to promote multi-family housing. As Escambia County continues to grow its economy, new residential development will follow.

The Community Redevelopment Agency works with partners such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and Community Enterprise Investments, Inc., to coordinate the creation of new affordable housing opportunities. By partnering with a wide variety of agencies and non-profits, a greater pool of funding is available for home repairs and construction.



EXAMPLE OF A LOW-INCOME QUALIFIED HOME REPAIR IN THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM. PHOTO: CRA STAFF

Objective: Encourage the redevelopment and infill development of vacant properties with residential potential.

Action Strategies:

- Work with local partners to increase the affordable housing opportunities in the CRA Brownsville Redevelopment District.
- Create community amenities, beautification and streetscapes to make the district a more attractive place to live.
- Use TIF funds to expedite funding of infrastructure improvements in the CRA Brownsville Redevelopment District.



VACANT PROPERTY OFF OF BRAINARD STREET, PHOTO: GOOGLE MAPS

ENHANCEMENT OF THE INDUSTRIAL DISTRICT

Light Industrial uses in the CRA Brownsville Redevelopment District are mostly clustered in the area along Mobile Highway, running north to south on W Street and North Pace Blvd. Light industrial uses are also clustered along the New Warrington Spur and Old Corry Field Road. These industrial uses are important economic engines for the community and should be protected by residential encroachment with enhanced buffering and dense landscaping. The CRA offers matching grants up to \$10,000 that could be used to improve a landscape buffer for the businesses seeking grant assistance.

Objective: Promote and protect the industrial uses and vacant parcels with a Future Land Use that supports heavy and light industrial jobs.

Action Strategies:

- Promote the CRA's Commercial Façade, Landscape and infrastructure grant to local businesses as a means of improving the buffering of residential uses. Also use this grant program to help businesses improve the appearance and infrastructure needs to improve the attractiveness of the industrial areas.
- Work with the local and regional Chamber of Commerce to promote infill development on remaining vacant parcels that are zoned for Industrial uses.



EXAMPLE OF A LIGHT INDUSTRIAL BUSINES ON DOMINQUEZ AND BLOUNT STREET, PHOTO: GOOGLE MAPS

PUBLIC HEALTH AND SAFETY

Crime and the perception of crime in the CRA Brownsville Redevelopment District create a negative perception, especially in terms of drugs and prostitution and is a major impediment to revitalization for the district and the surrounding areas. As shown in Table 2.15, the incidence of crime, both violent and property, continue to be on the high end.

The Escambia County CRA, the local Brownsville Community and the Brownsville Neighborhood Groups continue to work towards the common goal of decreasing and/or eliminating the high crime rates by implementing a comprehensive strategy addressing the need for additional law enforcement, community policing, prevention, intervention and treatment, neighborhood and economic development.

Objective: The CRA will continue to work with the Escambia County Sheriff's Department, Brownsville Neighborhood Groups, Area churches, Commercial businesses and community stakeholders.

Action Strategies:

- Seek to have a Sheriff sub-station located within the Brownsville CRA District.
- Promote representatives from the Escambia County Sheriff's Department to conduct regular clean-sweeps of the Brownsville area.
- Seek ways to provide counseling for drug abuse and interventions and provide resources for treatment.
- Continue to solicit assistance from citizens for code enforcement violations.
- Support Crime Prevention Programs throughout the community.
- Continue to provide residential and commercial street lighting for safety.
- Install additional sidewalks for pedestrian safety.



EXAMPLE OF SIDEWALK INSTALLATION, PHOTO: GOOGLE MAPS



EXAMPLE OF RESIDENTIAL STREET LIGHTING, PHOTO: GOOGLE MAPS

ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of a designated district is critical to its success. Citizen groups, such as neighborhood watch groups or other civic-minded organizations are a great way to advocate for improvements to elected officials. Motivated neighbors also are a great resource to get small projects completed whether it is helping someone paint a house or hosting a park clean-up day. These neighborhood groups will receive support and guidance from Escambia County to maximize their effectiveness in the community.

In the past, the Escambia County CRA hosted a Neighborhood Leadership Summit for the Presidents, Vice-Presidents/Chairs of the neighborhood groups in all of the CRA districts. The Summit provided an opportunity to network, exchange information, and learn new ideas/skills. The CRA hopes to continue this practice in the future which will include leaders from the CRA Brownsville Redevelopment District.

Annual festivals are a great way for neighbors to meet and greet each other. In 2012, the Escambia County CRA, in partnership with Artel Art Gallery and Lamar Advertising introduced the Mural Project to encourage revitalization and pride within the Brownsville Community through Art. Beginning in 2014, the Escambia County CRA held its first annual festival in the Brownsville Redevelopment District; Celebrating Brownsville. The festival included music, food, an art exhibition, vendors and resourceful information. There have been two successful festivals since and future annual festivals should be scheduled as neighborhood groups and the local community become more involved.

Objective: Help foster a sense of civic pride in the CRA Brownsville Redevelopment District through neighborhood groups, beautification projects, neighborhood meetings and festivals.

Action Strategies:

- Work with residents to establish community groups and provide support to help those groups have maximum effectiveness in their community.
- Host an annual Neighborhood Leadership Summit and invite leaders from all CRA Redevelopment areas in Escambia County and the City of Pensacola.
- Work with residents to gauge support for an annual festival or continual block parties.



CELEBRATING BROWNSVILLE FESTIVAL, 2016, PHOTOS: COUNTY STAFF

RESIDENTIAL PRESERVATION AND ENHANCEMENT

The CRA Brownsville Redevelopment District contains over nineteen neighborhoods. The housing condition is fair with a number of dilapidated homes scattered across the district. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the area and improve the quality of life should be supported by harmonizing efforts to revitalize and preserve existing neighborhoods and create new ones. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's Residential Rehabilitation Grant to encourage housing restoration across the Redevelopment District, and continuing to collaborate with non-profit organizations and faith-based institutions. To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and aesthetically pleasing environment, and in particular, improving the connections with area local schools, parks, Community Centers and other neighborhood destinations. The Plan also recommends pursuing new development opportunities in the neighborhood to develop pocket parks and multi-family housing development through land assembly and acquisition, where possible.

Objective: Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs which supports investments in residential renovations and redevelopment of existing properties.

Action Strategies:

- Continue to utilize the residential improvement grants to encourage housing rehabilitation across the Redevelopment District.
- Follow residential design standards for building renovations and infill development.
- Acquire additional lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available as a result of the demolition may be used for infill housing development or neighborhood parks.
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures.
- Continue to provide financial assistance to further sewer system expansion throughout the Redevelopment District together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.

- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement.
- Support neighborhood promotional programs and needs.



EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT RECIPIENT, WINDOW REPLACEMENT, PHOTO: CRA STAFF



EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT RECIPIENT, NEW ROOF INSTALLATION, PHOTO: CRA STAFF

CHAPTER 4: CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS

Capital investment in improvement projects, including pedestrian-targeted improvements, will help to achieve the goals and desires of the Brownsville community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the CRA Brownsville Redevelopment District and provide the basis for leveraging private redevelopment investment. The table below presents a list of proposed capital projects and programs that could be pursued by Escambia County to implement the recommendations of updating this Redevelopment Plan.

The strategies herein are divided into short-term (within 5 years), mid-term (5 to 10 years), and long range (+10 years) time horizons to help facilitate budgeting and provide a guide to what projects may be considered a higher priority at first. It is important to note that these proposed capital improvement strategies are not a pledge of expenditure of funds on a given project in a given year. Actual funding allocations will be determined annually through the County's budget process. Also, as years pass, priorities may change and the capital improvement strategies may need to be amended to reflect any changes.

County funds will be used to leverage grants and commercial financing to accomplish a substantial number of capital improvements and planning activities. With successful revitalization, Escambia County should see a substantial increase in the tax base and realize a healthy return on its investment through increased ad valorem tax revenues, sales tax receipts and other formulated revenue sharing programs.

The CRA Brownsville Redevelopment District Plan contains several projects consisting of public, private and joint public/private efforts that may take up to twenty years to complete. It is essential that the County incorporates a sound project implementation strategy when identifying priorities. The community should understand that the County will be pursuing multiple elements of the Redevelopment Plan at all times, and it is important to note that the summary of capital implementation strategies on this page is flexible in nature. It is the best estimate of project costs based on a measure of the order of magnitude for projects in relation to anticipated revenues. As a matter of practice the County will continue to prepare annual budgets as well as establish five-year and long-range work programs for budgetary and administrative purposes. Ultimately project costs will be refined during the design and construction phase of any given project.

FUTURE CAPITAL IMPROVEMENTS: ONGOING, SHORT, MID, AND LONG-TERM (LISTED IN ORDER OF PRIORITY)

Project	Description	Estimated Costs	Funding sources	Status
Residential Street Lighting				
Street Lighting for safety	Continue to fund street lighting within the CRA District	\$69,341 (annually)	CDBG/SNP/TIF	Ongoing.
Neighborhood Improvements				
CRA Worker Program	Employs local residents to perform landscaping maintenance.	\$32,817	TIF/SNP	Ongoing.
Conduct "Clean Sweeps" and neighborhood clean-ups	Schedule on a continual basis.	\$9,178.00 (2011-current)	CDBG/SNP/TIF	Ongoing.
Remove Neighborhood blight/slum	Continue to work with Code Enforcement for lot abatements and demolition of vacant homes	\$100,000	TIF/CDBG/SNP	Ongoing

Traffic Calming Devices				
West Cervantes Street Corridor Management Study	Study being conducted to address traffic capacity, public transit and bicycle and pedestrian access to revitalize corridors within the Brownsville CRA District.	\$100,000-Construction not planned or funded.	Florida-Alabama Transportation Planning Organization.	Ongoing.
Brownsville Community/Resource Center				
Improvements to the existing building.	Renovate the exterior and interior including the lay-out of the building to be comparable with other Community Centers.	\$3M	Escambia County/LOST	Renovations to being in August, 2016. Short-term, TBD.
Parks				
New Neighborhood Park	Construct a new neighborhood park with safe pedestrian access and adequate parking.	\$150,000	Parks Capital Improvement/TIF	Short-term, TBD.
Improvements to existing Raymond Riddles Park	Improvements TBD with public input.	\$50,000	TIF/CDBG	Short-term, TBD.
Drainage/Storm water management				
Idlewood at the Railroad Tracks	Upgrade current system/divert runoff from Green Street	\$2M	FEMA/NWFWMD	Anticipated construction Short-term, April-June 2016.
Bus Stop Improvements				
Cervantes at New Warrington Rd.	Install a bench only.	\$2,500	LOST/TIF	Short-term, 2016.
Sidewalks				
Install sidewalks	Install sidewalks from New Warrington Rd. to W. Jackson St.	\$315,000	FDOT	Short-term, 2016
	Border St. from Dogwood Dr. to Old Corry Field Road	\$242,000	LOST/TIF/CDBG	Short-term, 2017
Street/Highway resurfacing/Turn lanes				
Resurfacing	New Warrington, from Mobile Highway to N. Pace Blvd.	\$2.2M	FDOT	Short-term, 2016.
Resurfacing	Mobile Hwy from Edison Dr. to Lynch St.	\$2.0M	FDOT	Short-term, 2017.
Sewer Expansion				
East Brownsville (Phase I & II)	Connect sewer lines to 70 residences and 10 Commercial properties.	\$1.5M	LOST III	Short-term, 2017.
Street Lighting				
Install Street lighting for pedestrian safety	Install additional street lights (identified needs: Green Street., Kirk Street., W. Lloyd Street., and Shoemaker Street).	\$45,000	TIF/SNP	Short-term, TBD.

Street Corridor Beautification				
Vacant Property within the CRA District	Add community beautification.	\$100,000	TIF/CDBG	Short-term, 2017
Corridor Beautification	Create a street tree program for CRA District.	\$50,000	TIF/CDBG	Mid-term, 2018.
Nature Trails/Greenway				
Create a Nature Trail/Open Space	Use property in the Brownsville CRA District (Utility Easements, vacant land, etc.)	\$100,000	TIF/CDBG	Mid-term, TBD.
Road Improvements				
New Warrington Rd. and W. Jackson St.	Construct Northbound right lane and Southbound right turn lane on New Warrington Road: Redesign the existing northbound and southbound left-turn lanes on New Warrington Road and Extend eastbound and westbound left-turn lanes on W. Jackson to provide at least 150 feet.	\$470,000	FDOT	Mid-term, 2017/2018
Parking				
Parking places	Some parking will be addressed in the West Cervantes Street Corridor Management Plan and continues to be an ongoing issue.	\$250,000	FDOT	Mid-term, West Cervantes Street Corridor study to be completed in October, 2016.
Affordable Housing				
Frontera Circle	Reduce blight/slum. Use property for Affordable Housing with a shared community park.	\$900,000	CDBG/TIF	Mid-term, TBD.
305 Block Godwin St.	Provide for multi-family affordable housing units with a shared park/community garden.	\$9,000	CDBG/TIF	Mid-term, TBD.
Sidewalks/bicycle paths				
Install sidewalks	North W St. from Mobile Highway to Buddy's Lane.	\$150,000	TIF/CDBG/LOST	Design only-construction not funded. Mid-term, TBD.
Install sidewalks	New Warrington Road to "W" Street.	\$150,000	TIF/CDBG/LOST	Design only-construction not funded. Mid-term, TBD.
Install sidewalks that are missing throughout the remaining Brownsville CRA District	Install new Sidewalks to connect neighborhoods with primary and secondary corridors.	\$200,000	TIF/CDBG/LOST	Identified areas only, Mid-term, TBD.
Bus Stop Improvements				

New Shelters	Install new shelters as needed (benches with covers and lighting).	\$10,000	TIF/CDBG	Mid-term, TBD.
Sewer Expansion				
West Brownsville (Phase II & II)	Provide sewer available on W. Cervantes St. to Gonzales St. and Shoemaker to W Street.	\$2.5M	ECUA/Escambia County	Design completed, project start date, Mid-term, TBD.
Turn signals				
	Install turn signals at Green Street and Mobile Highway.	\$1M	FDOT/Escambia County	Long-term, TBD.
Stormwater				
Construct a new stormwater collection system	Old Corry Field Road from Border Street to West Jackson Street	\$1M	TIF/LOST/ Escambia County	Long-term, TBD.
	Kirk Street, extend from West Avery Street to West Gonzalez Street and the surrounding area	\$2M	TIF/LOST/ Escambia County	Long-term, TBD.
	Citrus Street.-system improvements per Warrington Study, Branch G	\$1M	TIF/LOST/ Escambia County	Long-term. TBD.
Sewer Expansion				
Phased sewer (South and Central) improvements- includes lift station	Five phased project to expand sewer through-out the Brownsville CRA District	\$4M	Escambia County/ECUA	Long-term, TBD.

TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM

List of Acronyms:

CDBG	Community Development Block Grant
LOST	Local Option Sales Tax
LOGT	Local option Gas Tax
EPA	Environmental Protection Agency
TIF	Tax Increment Financing
SHIP	State Housing Initiatives Partnership
TBD	To Be Determined
FDOT	Florida Department of Transportation
SNP	Safe Neighborhood Program

CHAPTER 5: IMPLEMENTATION STRATEGIES

IMPLEMENTATION STRATEGIES

The success of the Brownsville Redevelopment updated Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, Neighborhood Group Associations, business and property owners, and residents and stakeholders. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that continued to be developed for the Brownsville CRD.

Implementation Functions

The implementation process can be divided into two major dimensions:

- Functional areas related to non-financing as well as financing considerations; and
- Responsible groups or agencies charged with addressing the functional areas.

Financial and non-financial considerations are equally important to the continued effective implementation of the Brownsville redevelopment plan. Non-financing considerations deal with developing an organizational framework to define the roles for various stakeholders involved in the redevelopment effort. Financing mechanisms are perhaps more easily defined, but should not be the focus until organizational elements are put into effect.

1. Non-Financing Functions

Non-financing functions fall into six general categories:

Site Assembly

The redevelopment of an urban area requires assemblage of multiple parcels of land to maximize the development potential of constrained properties. Site assembly efforts are vital in pursuing land trades and creating development partnerships to ensure controlled growth in the neighborhood. In the Brownsville CRD, the primary opportunity for economic growth lies in the redevelopment of the substandard parcels located along the area's commercial corridors and the development of the proposed primary gateways which are located in areas where site assembly is advised.

Capital Improvements

Escambia County utilizes dedicated funding sources such as the Local Option Sales Tax Plan (LOST) and Local Option Gas Tax (LOGT) to fund capital improvements such as street improvement and upgrading utilities. One area of target is to pave roads within the Brownsville CRA District that are currently non-functional.

Standards and Controls

Design guidelines and development controls for controlling future development assures tenants and developers that quality future development will occur. In addition, promotion of high-quality design for the community improves aesthetic character and raises the market value of the neighborhood.

Physical Development

This concerns the actual construction of new facilities and rehabilitation of older facilities. Physical development is dependent upon several factors, the most important of which is the ability to effectively rehabilitate existing facilities and to attract and integrate new development in concert with the comprehensive redevelopment plan



EXAMPLES OF NEW PARK EQUIPMENT AT A COMMUNITY PARK IN EACAMBIA COUNTY: PHOTO: CRA STAFF

Development Incentives

To further stimulate private investment, Escambia County provides development incentives through various means, including façade, landscape, signage, and property improvement grants; payment of impact fees; provision of site specific infrastructure improvements to address any deficiencies; participation in environmental clean-up of contaminated sites, flexibility in the application of use restrictions and increasing intensity of site use, flexible parking regulations, grants or low interest loans for life safety improvements; joint business support ventures such as district business identification signage or centralized marketing strategies.

Code Enforcement, Neighborhood Clean Ups, and Housing Rehabilitation

CRA will continue to partner with the County's Environmental Code Enforcement Division to help reduce blight within the designated areas. Code Enforcement will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. The CRA will support and fund the initiatives of Keep Pensacola Beautiful, neighborhood clean ups, demolition and lot abatements, monitoring sites, and supporting minimum housing standards codes.



PICTURES OF A BROWNSVILLE NEIGHBORHOOD CLEAN-UP, DEBRIS TOTALED MORE THAN 83 TONS, 2016. PHOTO CRA STAFF

Property Acquisition

The CRA is authorized under F.S. 163, Part 3 to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. All real property acquired by the CRA in the Redevelopment Area shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act. This plan supports the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

Seasonal Lawn Maintenance

The CRA will continue to support the Seasonal Lawn Maintenance Program to remove blight and control litter along selected corridors and residential roadways by mowing and weed-eating during the high seasonal summer/fall growth periods.

2. Financing

Grants

Federal grants have long been a source of funds for development projects, especially for public improvements. Such sources as Community Development Block Grants (CDBG) and Section 108 grants are available, although the extent of their uses may diminish as the volume of the grant decreases. They have the advantage of directly mitigating development costs and their benefits are predictable and readily understood. The Section 108 loan program allows municipalities to convert a portion of the funds they will receive through the CDBG program into loans to use in economic revitalization projects. Local governments often use their current and future CDBG funds as collateral to guarantee the loans. Other sources of financing include the State Housing Initiatives Partnership (SHIP) Program, and HOME Program. All of these programs should be leveraged as much as possible.

Tax Increment Funds

Tax Increment Funds (TIF), are the increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities in a designated CRA district. Because this is a commonly relied-upon source of funding for redevelopment, it is addressed in more detail in Appendix C.

Redevelopment Bonds

Redevelopment bonds are issued by the Redevelopment Agency and approved by the County to finance renovation of specific projects, but are not guaranteed by the general revenues of the County. Anticipated TIF revenue may be pledged as the collateral for these bonds.

Private Investment

A general rule for successful revitalization is that private investment usually must exceed public funding by a factor of three to four. Private investment, therefore, is the single most important source of redevelopment funding. Such funding takes the form of equity investment and conventional real estate loans.

Project Equity Position

When a Community Redevelopment Agency takes an equity position in a project, the agency contributes cash or land to the project with a return in the form of profit-sharing. This manner of participation can reduce developer costs.

Leasing

County-owned land, buildings, and equipment can be leased to developers for projects. For the developer, this reduces the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of the same. The County would then receive lease payments deductible from the developer's income tax. Such leases may also include a purchase option.

Joint Ventures

In real estate syndication ventures, the Community Redevelopment Agency can contribute equity capital to a project, thereby reducing equity requirements from the developer and/or reducing the amount of debt service.

Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

Mortgage Write-Downs

Mortgage write-downs (funded through the Escambia County Neighborhood Enterprise Division) are a mechanism typically used to encourage residential development and home ownership in the Redevelopment Area. Funds from the agency are offered to qualified potential home buyers (low-moderate income, first time buyers, etc.) to increase their down payment, thereby decreasing mortgage payments. The Agency usually takes an ownership interest, such as a soft second mortgage, in the dwelling for a predetermined period of time to guarantee against misuse of the funds.

County support and management of the program's activities will provide the system to carry out the recommendations presented in this plan. It is necessary to establish lines of communication between all sectors of the community to positively effect change in the CRA Brownsville Redevelopment District neighborhoods. Developers and entrepreneurs will be key contributors to the success of this project. Strong public-private partnerships will be crucial to the long-term success of the redevelopment effort.

Faith-based Institutions

The CRA Brownsville Redevelopment District churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County will work closely with faith-based organizations to develop community development programs that capitalize on their strengths and outreach capacity. Participation from faith-based organizations can aid in obtaining community-wide support, addressing the social service needs such as instituting daycare centers, organizing neighborhood clean-up drives and crime prevention campaigns, and encouraging youth participation in community development programs such as mentorship and job training programs to enhance their sense of responsibility.

Private Sector

Private-sector leadership can come from local banks, real estate development entrepreneurs, and property owners within the community. Local banks may provide financing for private developments and establishing a consortium to provide a revolving loan pool at below market interest rate. This activity may provide an opportunity for these financial institutions to meet their goals with respect to the Community Reinvestment Act that is designed to provide capacity building support and financial assistance for the revitalization of low and moderate income communities. Additionally, Escambia County should connect with companies dedicated to investing in local communities. A number of companies actively invest in several communities across Florida with a mission of enhancing the quality of life for the community. First Union Corporation (Northwest Florida, Lee County) and the Corporate Partners Program (St. Petersburg) are examples of programs that involve corporate investment in community development. Similar companies may exist in Escambia County.

However, in order to encourage private investment, the right set of conditions must be in place that facilitate investment and help reduce risk. Creating new business incubators and working closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the community's overall vision for the Redevelopment Area's future growth is a recommended start. Ensuring that property owners are familiar with the Brownfield development procedures and financial incentives available for Brownfield redevelopment would also help significantly.

Planning and Development Strategies

Escambia County Community Redevelopment Agency staff should be responsible for the execution of this redevelopment plan, and the following are recommendations towards such implementation:

- Prioritize and develop detailed programs for projects to implement major strategies illustrated in the Redevelopment Plan including phasing, project financing, land acquisition, land disposition, funding sources and financing.
- Contact affected property owners to determine their level of interest in participating in proposed redevelopment activities.
- Solicit the services of a realtor and/or utilize the County's community development team to devise a land acquisition strategy for potential purchases of property in the neighborhood.
- Support residential renovation and rehabilitation programs through the use of grant funding such as SHIP, CDBG, HOME, and TIF.
- Increase awareness of funding resources and program initiatives available to residents interested in improving their property as means to increasing home ownership and property values.
- Conduct traffic analysis and market feasibility studies to assess the impact of proposed projects in surrounding areas.
- Initiate discussions with the City of Pensacola to coordinate joint improvement projects planned for the Brownsville Redevelopment Area.

Housing Rehabilitation and Commercial Reinvestment Financing

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities to help spur economic development. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. A housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code, will be of particular importance. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

APPENDIX A: PUBLIC WORKSHOPS

Brownsville residents and business owners were invited to participate in a series of public workshops held at the Oakcrest Elementary School Cafeteria and the Brownsville Community/Resource Center. The dates and times are listed below:

- March 31, 2016, 6:00pm-7:00pm Kick-off meeting, identify issues
- May 24, 2016, 6:00pm-7:00pm Prioritize Brownsville Community needs
- June 14, 2016, 6:00pm-7:00pm Discuss Capital Improvements needed in the area (past and present)
- July 21, 2016, 6:00pm-7:00pm Final meeting: presentation of final draft plan



CITIZENS ATTENDING THE ENVISION BROWNSVILLE WORKSHOPS, CRA STAFF PHOTO

Participants were encouraged to contribute their ideas/suggestions for updating the CRA Brownsville Redevelopment District Plan. The results of their input and suggestions are summarized below and were integrated into the overall concept plan.

At the First kick-off meeting: A Swat Analysis (Strengths, Weaknesses, Opportunities and Threats), was completed by all attendees. The analysis revealed:

Strengths

- Brownsville has an Athletic Park (Raymond Riddles)
- Brownsville has a Community Center
- There is affordable housing available
- Area offers a variety of housing types (duplexes, apartments, single-family homes, etc.)
- If residents were properly trained, local business Owners would hire local workers
- There are plenty of street lights near the Salvation Army
- There is a shelter
- There is a Flea Market
- There is diversity in the neighborhoods
- Bayou Chico
- Wildlife Sanctuary
- Gulf Power Easements
- Church Choirs
- Oscar's Restaurant

Weaknesses

- Empty store fronts
- No good pedestrian system or walk-ways
- Trash/debris in ROW
- Not enough public transportation
- Not enough housing for senior citizens or Transitional housing
- No meeting space available
- Housing/rentals in poor condition
- No programs for kids after school
- No programs for women (pregnancy prevention, parenting, building self-esteem, etc.)
- No public Library
- Lack of accessible parks (tennis courts, soccer fields, exercise equipment, etc.)
- Lack of knowledge about the local history
- Lack of Rehabilitation programs for dilapidated houses

Opportunities

- Room for development and infill
- Add more parks/community gardens/dog parks
- Better info sharing/community website
- Provide workforce training (Trade school)
- Provide incentives for workers
- Increase Code Enforcement violations
- Condemn nuisance properties
- Have a Farmers Market
- Attract new businesses (coffee shops, banks, grocery stores & medical facilities)
- Continue CRA grants
- Provide playgrounds for children
- Provide Nature Trails/green space
- Have an Arts program

Threats

- Heavy crime
- Lack of support from local law enforcement
- Lacking community outreach/resources
- Indigent problem (marketing)
- More and more abandoned vehicles
- Homeless people abundant in the area
- Poor image (violence, prostitution, etc.)
- Animals left abandoned to roam neighborhoods
- Peoples' attitudes
- No parking areas
- No traffic calming devices
- Hit and runs have increased (deaths)
- Poor drainage
- Lack of sidewalks in neighborhoods

At the second meeting: the workshop offered the opportunity for Brownsville citizens to have a question and answer session with Commissioner May and Commissioner Underhill, regarding on-going issues in the Brownsville Community Center and prioritizing other Community needs.

The third workshop built upon the SWAT analysis and information gathered in the second meeting. Attendees were tasked with identifying the short and long term improvements they felt were needed and wanted to see in the CRA Brownsville Redevelopment Area. The following needed improvements, in order of priority, were identified:

- Medical Clinic
- Children & Family Needs (tutoring computer training, afterschool programs, family & parenting counseling & playroom for parents)
- Adult Education (GED training, computers, financial tutoring, literacy, trade education, food education and workforce development)
- Seniors Care (Seniors Activity Center & Programs and Affordable housing)
- Library
- Arts (Theater production, classes, Fine Arts Room for pottery, painting, etc., Recording Studio)
- Sports & Fitness (adult, youth & children), classes & Intra Mural Teams
- Park & Garden (playground, benches, basketball court)
- Deputy residence
- Grocery store
- Bank
- Business branding
- Better code enforcement on inoperable vehicles and yard maintenance
- Crime prevention

The fourth and final public meeting allowed attendees to see an actual copy of the draft updated plan. They were provided with copies and given additional time to provide feedback.

APPENDIX B: STATUTORY REQUIREMENTS

This section addresses certain specific requirements of Chapter 163, Part III, Florida Statutes, as they relate to the preparation and adoption of Community Redevelopment Plans in accordance with Sections 163.360 and 163.362. Provided below is a brief synopsis of each subsection requirement from 163.360 and 163.362, and a brief description of how the redevelopment plan and adoption process meet those requirements.

163.360 – Community Redevelopment Plans

Section 163.360 (1), Determination of Slum or Blight By Resolution

This section requires that a local governing body determine by resolution that an area has been determined to be a slum or blighted area before a redevelopment area can be established.

Action: Escambia County previously conducted a blight study which established conditions of blight in Brownsville and designated the area as appropriate for community redevelopment.

Section 163.360 (2)(b), Completeness

This section requires that the Redevelopment Plan be sufficiently complete to address land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation of properties within the redevelopment area, as well as zoning or planning changes, land uses, maximum densities, and building requirements.

Action: These issues are addressed in Chapters 2 and 3 of the Redevelopment Plan.

Section 163.360 (2)(c), Development of Affordable Housing

This section requires the redevelopment plan to provide for the development of affordable housing, or to state the reasons for not addressing affordable housing.

Action: The Redevelopment Plan anticipates the need to maintain and expand affordable housing in the Brownsville CRA District. The Escambia County Community Redevelopment Agency will coordinate with local housing developers to seek opportunities for the development of additional affordable housing.

Section 163.360 (4), Plan Preparation and Submittal Requirements

The Community Redevelopment Agency may prepare a Community Redevelopment Plan. Prior to considering this plan, the redevelopment agency will submit the plan to the local planning agency for review and recommendation as to its conformity with the comprehensive plan.

Action: Escambia County Community Redevelopment Agency staff prepared the Brownsville Redevelopment Plan.

Section 163.360 (5), (6), (7)(a)(d), Plan Approval

163.360 (5). The Community Redevelopment Agency will submit the Redevelopment Plan, along with written recommendations, to the governing body and each taxing authority operating within the boundaries of the redevelopment area.

Action: The Escambia County Board of County Commissioners, sitting as the Escambia County CRA, will pass a resolution for the final adoption of the Plan as provided by statute. The Board of County Commissioners will proceed with a public hearing on the Redevelopment Plan as outlined in Subsection (6), below.

163.360 (6). The governing body shall hold a public hearing on the Community Redevelopment Plan after public notice by publication in a newspaper having a general circulation in the area of operation of the Brownsville Redevelopment Area.

Action: A public hearing on the Brownsville Redevelopment Plan will be held at a future date.

163.360 (7). Following the public hearing described above, Escambia County may approve the redevelopment plan if it finds that:

(a) A feasible method exists for the location of families who will be displaced from the Redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

Action: To minimize the relocation impact, the CRA will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

(d) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the redevelopment area by private enterprise.

Action: The need for, and role of, private enterprise and investment to ensure the successful rehabilitation or redevelopment of the Brownsville area is described throughout the Plan.

Section 163.360 (8)(a)(b), Land Acquisition

These sections of the statute establish requirements for the acquisition of vacant land for the purpose of developing residential and non-residential uses. The Redevelopment Plan supports future development of both residential and non-residential uses at various locations in the redevelopment area as described in Chapter 3. The Plan identifies strategies that will promote and facilitate public and private sector investment in vacant land acquisition for these purposes.

Chapter 163.362 - Contents of Community Redevelopment Plans

Every community redevelopment plan shall:

Chapter 163.362(1) Legal Description

Contain a legal description of the boundaries of the redevelopment area and the reasons for establishing such boundaries shown in the plan.

Action: A legal description of the boundaries is contained in Escambia County Board of County Commissioners Resolution R2011-68 and the Findings of Necessity report which are attached –and incorporated herein by reference.

Chapter 163.362(2) Show By Diagram and General Terms:

(a) Approximate amount of open space and the street layout.

Action: This task is achieved in the Redevelopment Plan in Chapter 2 and Chapter 3. Figure 3.1 demonstrates the location for potential areas to be preserved as open space.

(b) Limitations on the type, size, height number and proposed use of buildings.

Action: These are described in general terms in Chapter 2; however it is expected that the County's zoning ordinance and land development regulations will continue to provide the regulatory framework for any building dimension or style limitations. This redevelopment plan does not add any new limitations on the type, size, height, number and proposed use of buildings in the Brownsville Redevelopment Area.

(c) The approximate number of dwelling units.

Action: This Redevelopment plan does not include any capital improvements for the development of new housing units – therefore, no estimation of new dwelling units is included in this plan. However, based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in Brownsville, it can be reasonably expected that new investment in housing will occur over time. Future developments of moderate to high density residential projects are encouraged in other areas of the redevelopment area, as well as new investment in single family infill. Residential density in Brownsville is expected to increase.

(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities and public improvements of any nature.

Action: Proposed future uses and activities of this nature are described in Chapter 2.

Chapter 163.362(3) Neighborhood Impact Element

If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas.

The Brownsville Redevelopment Area contains a significant number of dwelling units which may be considered low to moderate-income units. The Redevelopment Plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

The implementation of the Brownsville Redevelopment Plan will contribute significantly in improving the quality of life for Brownsville residents. Potential impacts are summarized below for each category required by statute: Relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

Relocation

The Redevelopment Plan as proposed supports the preservation of existing residential areas and does not require the relocation of any of the low or moderate income residents of the redevelopment area. To minimize the relocation impact, the Community Redevelopment Agency will provide support services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/ redeveloped buildings that will contain residential and commercial space.

Traffic Circulation

The implementation of the Redevelopment Plan recommendations related to streetscape improvements and traffic circulation are anticipated to positively impact the Brownsville Redevelopment Area. The primary corridor improvements, a component of the Redevelopment Plan, envisions enhancing identified roadways through streetscape improvements that encourage pedestrian mobility and improve vehicular circulation within the area.

Environmental Quality

Escambia County Community Redevelopment Agency will work closely with developers to ensure anticipated new development does not negatively affect the drainage capacity of the area, and, when feasible, support on-site provision of stormwater retention facilities for new development. The development of vacant and/or underutilized sites within Brownsville may result in minor increases in the amount of stormwater runoff which may contain pollutants. The Redevelopment Plan recommends pursuing environmental remediation in close cooperation with property owners to ensure that the pollutants are handled adequately prior to new development on identified Brownfield sites.

The County will closely monitor the capacity of the existing and planned stormwater infrastructure to ensure sufficient capacity exists, and there are no negative impacts from development. In terms of vegetation and air quality, proposed streetscape improvements are anticipated to add vegetation to Brownsville and preserve existing mature tree canopies.

No negative impact on the existing sanitary sewer is expected from implementation of the Redevelopment Plan, and expansion of said sewer may be required to spur redevelopment. If future deficiencies are projected, the County and the Redevelopment Agency will ensure that adequate capacity is available at the time of development.

Community Facilities and Services

The Redevelopment Plan presents strategies to create a number of town-center-styled gateway areas that will accommodate a diverse range of community and cultural facilities serving the needs of the local population. Existing open space/recreation facilities in Brownsville and its vicinity include: John R. Jones, Jr. Park and Old Brownsville School Park. The Plan recognizes the importance of these facilities and supports improvements of these facilities.

Effect on School Population

The Redevelopment Plan does not anticipate significantly affecting Brownsville school population. Any increase in school population is expected to be absorbed by the existing schools in the area. The Redevelopment Plan recommends streetscape improvements and sidewalks connecting the area schools to improve pedestrian safety and walkability for students and parents who walk to school. The County and the Redevelopment Agency will continue to work closely with Escambia County School Board to ensure the board's plans for area schools are consistent with the Redevelopment Plan.

Physical and Social Quality

The Plan's recommendations to continue with improvements to the existing streetscape environment, to redevelop vacant land and former industrial sites, to establish urban design and architectural standards for new development, and to continue code enforcement will have a positive impact on Brownsville's physical and visual character.

Implementation of the redevelopment plan will also improve community access to the social service network currently available to local residents. Job training, apprenticeship opportunities, and mentorship programs created through commercial and industrial redevelopment and establishment of a community center will support the development of human capital, increase employment opportunities and serve as a tool to improve the household income.

Chapter 163.362 (4) Identify Specifically any Publicly Funded Capital Projects

Publicly Funded Capital Improvements are identified in Chapter 4 of the Plan.

Chapter 163.362(5) (6) Safeguards and Retention of Control

Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Provide for the retention of controls and establishment of any restrictions or covenants running with land sold or leased for private use.

Action: The following safeguards and procedures will help ensure redevelopment efforts in the redevelopment area are carried out pursuant to the redevelopment plan:

The Community Redevelopment Plan is the guiding document for future development and redevelopment in and for the Brownsville Redevelopment Area. In order to assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this Plan, the Escambia County Community Redevelopment Agency will utilize the regulatory devices, instruments and systems used by Escambia County to permit development and redevelopment within its jurisdiction. These include but are not limited to the Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and County-authorized development review, permitting and approval processes. Per Florida Statute, Escambia County retains the vested authority and responsibility for:

- The power to grant final approval to Redevelopment Plans and modifications.
- The power to authorize issuance of revenue bonds as set forth in Section 163.385.
- The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), and the power to assume the responsibility to bear loss as provided in Section 163.370(3).

In accordance with Section 163.356(3)(c), by March 31 of each year the Redevelopment Agency shall file an Annual Report with Escambia County detailing the Agency's activities for the preceding fiscal year. The report shall include a complete financial statement describing assets, liabilities, income and operating expenses. At the time of filing, the Agency shall publish in a newspaper of general circulation a notice that the report has been filed with the County and is available for inspection during business hours in the office of the County Clerk and the Escambia County Community Redevelopment Agency.

The Community Redevelopment Agency shall maintain adequate records to provide for an annual audit, which shall be conducted by an independent auditor and will be included as part of the Escambia County Comprehensive Annual Financial Report for the preceding fiscal year. A copy of the Agency audit, as described in the CAFR will be forwarded to each taxing authority.

The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of the redevelopment plan.

The Redevelopment Plan may be modified, changed, or amended at any time by the Escambia County Community Redevelopment Agency after public notice and hearing. If the Plan is modified, changed, or amended after the

lease or sale of property by the Agency, the modification must be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. This means that if a developer acquired title, lease rights, or other form of development agreement, from the Agency to a piece of property within the redevelopment area with the intention of developing it in conformance with the redevelopment plan, any amendment that which might substantially affect his/her ability to proceed with that development would require his/her consent.

When considering modifications, changes, or amendments in the redevelopment plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Proposed minor changes in the Plan will be communicated by the agency responsible to the affected property owner(s).

Chapter 163.362(7) Assurance of Replacement Housing for Displaced Persons

Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

Action: As previously stated, to minimize the relocation impact, the Agency will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

Chapter 163.362(8) Element of Residential Use

Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low to moderate income, including the elderly.

Action: There are residential uses of various types and character, including, single-family, multi-family, rental units, owner-occupied units, and detached units in existence in the redevelopment area at the time of this writing. The efforts undertaken by the Agency, as described in this Redevelopment Plan, are intended to retain and enhance a high quality of residential use, particularly with regard to developing and maintaining sustainable neighborhoods. Redevelopment program activities will strive to cultivate the positive neighborhood characteristics cited by the community during public workshops and reduce or eliminate any negative characteristics.

The establishment of a revitalized and expanded residential base in Brownsville is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment area will comprise components of the work force and the market, which will generate economic activity.

Chapter 163.362(9) Statement of Projected Costs

Contain a detailed statement of the projected costs of development, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment funds.

Action: Project costs and funding sources are described in Chapter 4 of the Redevelopment Plan.

Chapter 163.362(10) Duration of Plan

Provide a time certain for completing all redevelopment financed by increment revenues.

Action: The Brownsville Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area through 2046.

APPENDIX C: TAX INCREMENT FINANCING

Tax increment financing (TIF) is a tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Because it is a frequently relied-upon tool for project financing, it is explored more fully here. This section presents a brief history of tax increment financing, types of expenses allowed, and TIF revenue projections that the Brownsville redevelopment area may generate in the next forty years.

History of Tax Increment Financing:

TIF was originally developed over 50 years ago as a method to finance public improvements in distressed areas where redevelopment would not otherwise occur. TIF is separate from grants or government funds, and given reductions in federal funds available for local projects in recent years TIF has increasingly developed into a primary means to finance local redevelopment.

State law controls tax increment financing. Because of this control, tax increment financing takes on a number of different techniques and appearances throughout the country. In Florida, tax increment financing is authorized in the Community Redevelopment Act of 1969, which is codified as Part III, Chapter 163 of the Florida Statutes. This act, as amended in 1977, provides for a combination of public and private redevelopment efforts and authorizes the use of tax increment financing. Under the Statutes, municipalities must go through a number of steps to establish a redevelopment area and implement a tax increment financing district for that area.

Upon approval of the governing body, a trust fund for each community redevelopment area may be established. The revenues for the trust fund are obtained by allocating any increases in taxable assessed value to the area. The current assessed value of the district is set as the base and any increases (the tax increment revenues) are available for improvements to the area. The property tax paid on the base assessed value continues to be distributed to the local governments. The tax collector collects the entire property tax and subtracts the tax on the base value, which is available for general government purposes. Of the remaining tax increment revenues, 75 percent are deposited to the trust fund. The remaining 25 percent of the incremental growth is kept by the local government as a collection fee.

Type of Expenses Allowed:

- Funds from the redevelopment trust fund may be expended for undertakings of the community redevelopment agency which are directly related to financing or refinancing of redevelopment in the redevelopment area pursuant to an approved community redevelopment plan for the following purposes, including, but not limited to:
- Establishment and operations: The implementation and administrative expenses of the community redevelopment agency.
- Planning and analysis: Development of necessary engineering, architectural, and financial plans.
- Financing: Issuance and repayment of debt for proposed capital improvements contained in the community redevelopment plan.
- Acquisition: The acquisition of real property.
- Preparation: Tasks related to site preparation, including the relocation of existing residents.

According to F.S. 163.370(2), TIF funds may not be used for the following purposes:

- To construct or expand administration buildings for public bodies or police and fire buildings unless each taxing authority involved agrees,

- Any publicly-owned capital improvements which are not an integral part of the redevelopment if the improvements are normally financed by user fees, and if the improvements would have other-wise been made without the Redevelopment Agency within three years, or
- General government operating expenses unrelated to the Redevelopment Agency.

In addition, tax increment funds cannot be spent on capital projects contained in the local government's Capital Improvement Plan for the preceding three years.

APPENDIX D: RESOLUTION AND LEGAL DESCRIPTION

The Brownsville Redevelopment Area is that real property in Escambia County with the Following described boundary:

On March 7, 1995, the Board of County Commissioners of Escambia County (hereinafter called the "board") adopted a resolution by which it found and declared that there existed in Escambia County three blighted areas; that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted area was necessary in the interest of the public health, safety, morals or welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights: that said blighted areas was appropriate for community redevelopment projects; and that there existed the need for a community redevelopment agency to function in Escambia County to carry out the community redevelopment purposes pursuant to F.S. ch. 163, pt. III, "The Community Redevelopment Act of 1969" or (hereinafter called "the Act"). Said resolution designated said blighted area as a community redevelopment area.

On March 7, 1995, the board of county commissioners adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.

On September 4, 1997, the board of county commissioners further adopted a Brownsville Neighborhood Redevelopment Plan which, among other things, adopted, subject to modification from time to time as appropriate, a plan for community redevelopment projects conducted by the community redevelopment agency.

The boundaries of the area, as amended, are described as follows:

The Brownsville Redevelopment Area is that real property in Escambia County, Florida, with the following described boundary:

"Begin at the junction of New Warrington Road and Jackson Street; continue easterly along Jackson Street to the Pensacola City limits (midway between "S" and "T" Streets); thence northerly following the Pensacola City limits to a point midway between Gadsden and Cervantes Streets; thence westerly following the Pensacola City limits to a point midway between "V" and "W" Streets; thence northerly following the Pensacola City Limits to a point midway between Strong and Desoto Streets; thence easterly following the Pensacola City limits to a point midway between "Q" and "R" Streets; thence southerly following the Pensacola City limits to a point midway between Strong and Cervantes Streets; thence easterly following the Pensacola City limits the easterly right-of-way line of the North Pace Boulevard; thence northerly along said easterly right-of-way line to an intersection with the southerly right-of-way line of West Strong Street; thence easterly along said southerly right-of-way line to a point midway between North Pace Boulevard and North "N" Street; thence northerly following the Pensacola City limits to Desoto Street; thence westerly to Pace Street; thence northerly to Gonzalez Street; thence easterly to a point midway between "N" and Pace Streets; thence northerly following the Pensacola City limits to a point 50 feet south of Brainerd Street; thence northwesterly following the Pensacola City limits to Brainerd Street; thence northeasterly following the Pensacola City limits to a point 40 feet north of Brainerd Street and midway between "N" and Pace Streets; thence northerly following the Pensacola City limits to Moreno Street; thence easterly along Moreno Street to Osceola Boulevard; thence in a clockwise direction follow Osceola Boulevard and the Pensacola City limits to the intersection of Osceola Boulevard and "L" Street; thence southerly following "L" Street and the Pensacola City Limits to Blount Street; thence easterly along Blount Street to a point midway between "J" and "K" Streets; thence southerly to a point midway between Blount and Godfrey Streets; thence easterly following the Pensacola City limits to "J" Street; thence southerly following the Pensacola City limits to a point 235 feet north of Brainerd Street; thence northeasterly following the Pensacola City limits to Moreno Street; thence westerly along Moreno Street to "J" Street; thence northerly to Mallory Street; thence easterly for 142.25 feet to the Pensacola City limits; thence northerly continuing along the Pensacola City limits to the south line of Section 17, Township 2

South, Range 30 West, thence easterly along said south line of Section 17 following the Pensacola City Limits to the point where said City Limit line turns northerly; thence northerly along said City Limit line to a point on the northerly right-of-way line of Avery Street; thence westerly along the northerly right-of-way line Avery Street to the westerly right-of-way line of "W" Street; thence south along said westerly right-of-way of "W" Street to an intersection with the northerly right-of-way line of Avery Street; thence westerly along and together with the meanderings of the northerly right-of-way line of said Avery Street and the south line of Section 16, Township 2 South, Range 30 West to an intersection with the westerly right-of-way line of Border Street; thence northeasterly along said westerly right-of-way line of Border Street to an intersection with the southerly right-of-way line of Fairfield Drive; thence westerly along and together with the meanderings of said southerly right-of-way line of Fairfield Drive to an intersection with the easterly right-of-way line of Mobile Highway; thence southeasterly along said easterly right-of-way line of Mobile Highway to an intersection with the northeasterly projection of the easterly right-of-way line of New Warrington Road; thence southwesterly to and along said easterly right-of-way line of New Warrington Road to an intersection with the northerly right-of-way line of Jackson Street and the Point of Beginning;

AND ALSO

Begin at the intersection of the easterly right-of-way of New Warrington Road and the north right-of-way limit of Jackson Street; continue easterly along said northerly right-of-way/maintenance to the Pensacola City limits (midway between "S" and "T" Streets) at the southeast corner of the west half of Block 194, West King Tract; thence southerly parallel to "T" Street, to the southern right-of-way line of La Rua Street; thence westerly along said southerly right-of-way line 150 feet to the eastern right-of-way line of "T" Street; thence southerly along said eastern right-of-way line 102.5 feet; thence easterly parallel to La Rua Street 150 feet; thence southerly parallel to "T" Street to the northeast corner of Lot 10, Block 191 of said West King Tract; thence west along the southerly right-of-way line of Belmont Street to the eastern right-of-way line of "T" Street; thence south along the eastern right-of-way line of "T" Street to the southwest corner of Lot 1, of said Block 191; thence easterly along the northerly right-of-way line of Wright Street (approximately 10') to the "Old City Limits"; thence southwesterly along the "Old City Limits" through a point 152.5 east of the northwest corner of Lot 7, Block 163 West King Tract to its intersection with the eastern headwaters of Bayou Chico; thence westerly along the centerline of Bayou Chico and its western branch to the northwestern headwaters of Bayou Chico; thence continue westerly along Jackson's Branch to the southeast corner of Block "B" Wesleyan Terrace Subdivision as recorded in Plat Book 7, at Page 7 of the Public Records of Escambia County; thence continue along the centerline of Jackson's Branch and its modern channelized extension to the eastern right-of-way line of New Warrington Road; thence northerly along said eastern right-of-way of New Warrington to the northern right-of-way line of Jackson Street and the Point of Beginning."

Less and except:

Lots 17, 18, 19, 20, 21, 22, and 23 Block 206, City of Pensacola, as per map of City of Pensacola, copyrighted by Thomas C. Watson in 1906.

In addition, the board of county commissioners made the following findings:

The police power of Escambia County alone is inadequate to accomplish the removal or elimination of the blighted area and said area has deteriorated so that mere conservation methods would not accomplish the elimination of the blighted conditions.

Private enterprise cannot alone accomplish the acquisition and redevelopment of the area in question to eliminate the blighted conditions therein because of the diversity of ownership and the inability of one or more private persons or organizations to obtain all parcels therein without the power of eminent domain; nor would such endeavor be profitable to private enterprise acting alone.

That the rehabilitation, conservation and redevelopment of the blighted area is necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County.

A Brownsville Neighborhood Redevelopment Plan report incorporated therein by reference, supported the findings that the Brownsville Neighborhood Redevelopment Area was a blighted area.

The board of county commissioners now finds that the findings, determinations, declarations and actions set forth in the Resolution and Ordinance No. 95-6 were supported by substantial evidence and were proper, that said findings determinations, declarations and actions are valid today.

Each taxing authority which levies ad valorem taxes on taxable real property contained within the Brownsville Neighborhood Redevelopment Area was furnished notice of the proposed ordinance at least 15 days prior to the date on which this matter is to be considered, as required by F.S. § 163.346.

Definitions. Unless the context clearly requires otherwise, the terms contained in this section shall have the meaning set forth in part III, F.S. ch. 163 ("The Community Redevelopment Act of 1969") hereinafter referred to as "the Act."

Establishment of redevelopment trust fund. This section provides for the funding of the Brownsville Redevelopment Trust Fund for the duration of the Brownsville Redevelopment Plan.

Pursuant to F.S. § 125.01, as amended, and *Strand v. Escambia County*, 992 So.2d 150 (Fla. 2008) there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County (hereinafter referred to as the "agency"). Pursuant to the Act, funds allocated to and deposited in this fund shall be used to finance or refinance community redevelopment projects undertaken in the Brownsville Neighborhood Redevelopment Area and when directly related to the financing or refinancing of such a community redevelopment project, may be expended for any purpose set forth in F.S. (1995) § 163.387, and as amended, including:

Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the agency;

Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted;

The acquisition of real property in the Brownsville Neighborhood Redevelopment Area;

The clearance and preparation of the Brownsville Neighborhood Redevelopment Area for redevelopment and relocation of site occupants as provided in F.S. § 163.370;

Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;

All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other forms of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes or other form of indebtedness; and the development of affordable housing in the area.

Funding of redevelopment trust fund.

For the duration of any community redevelopment project undertaken in the Brownsville Redevelopment Area pursuant to the redevelopment plan, the annual funding of the redevelopment trust fund established by subsection (4) shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and carrying out of community

redevelopment under the Community Redevelopment Act. Such increment shall be determined by resolution and shall remain in effect unless or until revised by adoption of a subsequent resolution.

Pursuant to F.S. § 125.01, as amended, and *Strand v. Escambia County*, 992 So.2d 150 (Fla. 2008) commencing upon the effective date of this section and the duration of any community redevelopment project undertaken pursuant to the Act, each taxing authority shall annually appropriate and pay on or before January 1 to the redevelopment trust fund a sum which is no less than the increment of ad valorem tax revenues as defined and determined in paragraph (a)1. and 2., above. Failure of said taxing authorities to do so shall subject the taxing authorities to a penalty equal to that anticipated by F.S. § 163.387, as amended.

The obligation of the board of county commissioners to fund the redevelopment trust fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the agency incurred as a result of a community redevelopment project, have been paid, but only to the extent that the tax increment described in this section accrues. The board of county commissioners covenants that so long as its obligation to fund the redevelopment trust fund continues, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by paragraph (b). However, the obligation of the board of county commissioners to fund the redevelopment trust fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this section or the Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the redevelopment trust fund from any other funds of Escambia County except the incremental revenue provided in paragraph (a).

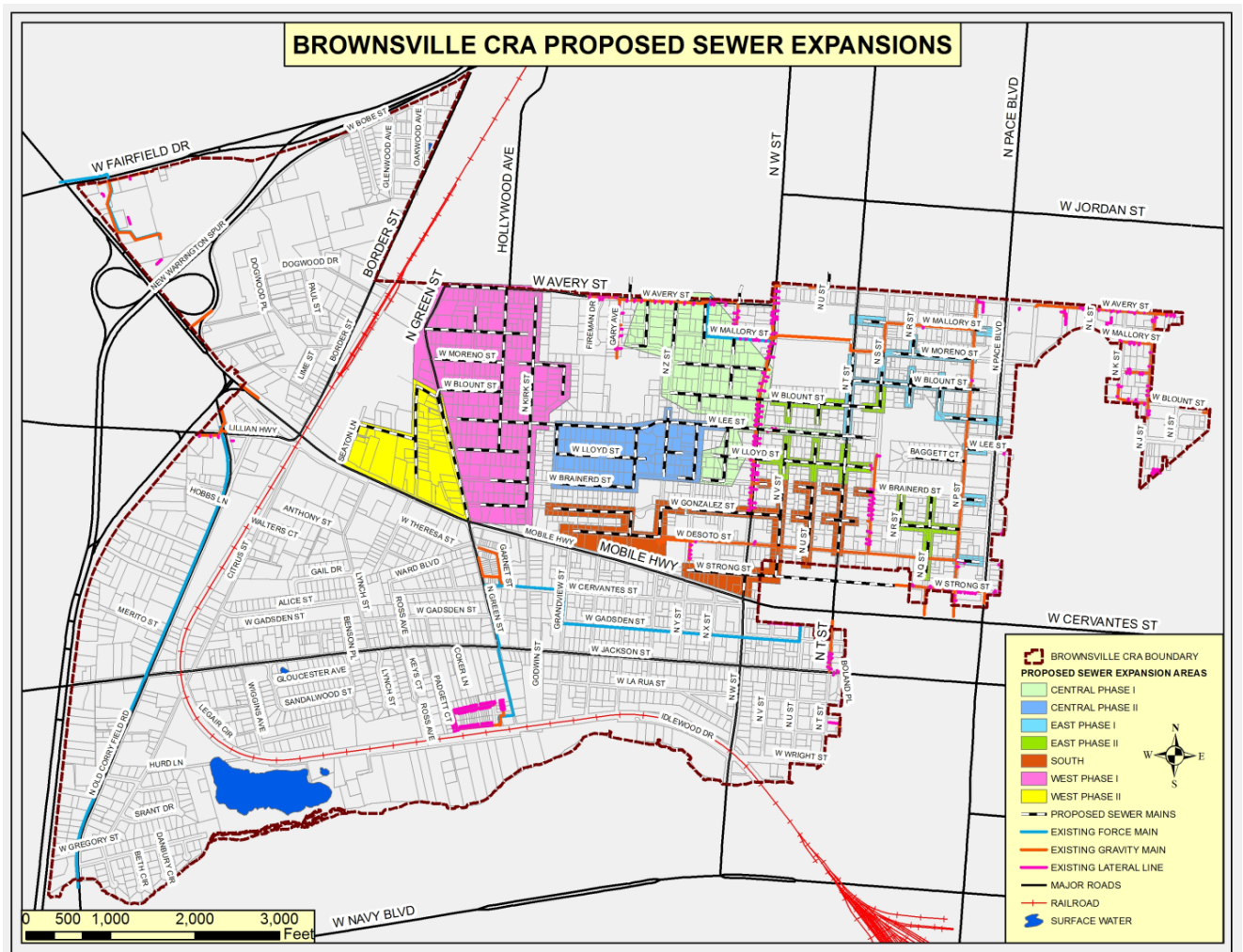
The redevelopment trust fund shall be maintained and administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.

Disposition of monies upon expiration of the fiscal year. Any money which remains in the trust fund after the payment of expenses on the last day of the fiscal year of the Brownsville Redevelopment Trust Fund shall be appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three years from the date of such appropriation in accordance with F.S. § 163.387(7).

Annual audit. The community redevelopment agency shall provide for an independent financial audit of the trust fund each fiscal year and a report of such audit. Such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of such indebtedness. The agency shall provide a copy of the report of each taxing authority.

(Ord. No. 97-53, §§ 1—7, 10-28-1997; Ord. No. 2003-43, § 1, 9-4-2003; Ord. No. 2007-31, § 1, 7-19-2007; Ord. No. 2008-25, § 1, 5-1-2008; Ord. No. 2009-23, § 1, 8-6-2009; Ord. No. 2010-28, § 1, 9-16-2010; Ord. No. 2012-32, § 1, 8-23-2012)

APPENDIX E: MAP OF BROWNSVILLE CRA DISTRICT PROPOSED SEWER EXPANSION AREAS



LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Brownsville Redevelopment Plan

Date: 08/25/16

Date due for placement on agenda: Oct 4, Planning Board

Requested by Clara Long, CRA Div Mgr

Phone Number: 595-3596

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by Meredith Cranford, AGA

Date Received: 9/7/16

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

MINUTES OF THE ESCAMBIA COUNTY PLANNING BOARD
November 1, 2016

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:35 A.M. – 11:05 A.M.)

Present: Reid Rushing
 Bob Cordes
 Tim Tate, Vice Chairman
 Wayne Briske, Chairman
 Edwin Howard
 Patty Hightower, School Board (non-voting)

Absent: Alvin Wingate
 Timothy Pyle
 Stephanie Oram, Navy (Non voting)

Staff Present: Andrew Holmer, Division Manager, Planning & Zoning
 Debbie Lockhart, Administrative Assistant
 Horace Jones, Director, Development Services
 John Fisher, Senior Urban Planner, Planning & Zoning
 Juan Lemos, Senior Planner, Planning & Zoning
 Bobbie Ellis-Wiggins, Assistant County Attorney

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Edwin Howard, Seconded by Bob Cordes

Motion was made to accept the proof of publication and to waive the reading of the legal advertisement.

Vote: 5 - 0 Approved

Other: Alvin Wingate (ABSENT)
 Timothy Pyle (ABSENT)

4. Approval of Minutes.

A.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the October 6, 2016 Rezoning and Regular Planning Board Meetings.

B. Planning Board Monthly Action Follow-up Report for October 2016..

C. Planning Board 6-Month Outlook for November 2016.

Motion by Edwin Howard, Seconded by Bob Cordes

Motion was made to approve the minutes from the Rezoning Planning Board Meeting and the Regular Planning Board Meeting minutes held on October 4, 2016.

Vote: 5 - 0 Approved

Other: Alvin Wingate (ABSENT)

Timothy Pyle (ABSENT)

5.

Acceptance of Planning Board Meeting Packet.

The Board acknowledged that items B., C., and D. from the October 4, 2016 Planning Board were not addressed at the November 1st Planning Board meeting but will be addressed at future meetings.

Motion by Bob Cordes, Seconded by Edwin Howard

Motion was made to accept the November 1, 2016 Regular Planning Board Meeting Packet.

Vote: 5 - 0 Approved

Other: Alvin Wingate (ABSENT)

Timothy Pyle (ABSENT)

6.

Public Hearings.

A.

A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations and Chapter 6, Definitions

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to 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.

Motion by Bob Cordes, Seconded by Wayne Briske

Motion was made to recommend approval to the BCC.

Vote: 3 - 2 Approved

Voted No: Tim Tate

Edwin Howard

Other: Alvin Wingate (ABSENT)

Timothy Pyle (ABSENT)

B. A Public Hearing Concerning the Review of an Ordinance Amending 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 forward to the board of County Commissioners (BCC) for review, an Ordinance to 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 "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".

Motion by Tim Tate, Seconded by Edwin Howard

Motion was made to recommend approval to the BCC.

Vote: 5 - 0 Approved

Other: Alvin Wingate (ABSENT)

Timothy Pyle (ABSENT)

C. A Public Hearing Concerning the Review of the Updated Brownsville
Redevelopment Plan and Recommend Determination of Conformance With
the Comprehensive Plan

That the Planning Board review and recommend to the Board of County Commissioners (BCC) adoption of the updated Brownsville Redevelopment Plan and determine that the plan is in conformance with the local Comprehensive Plan.

Motion by Bob Cordes, Seconded by Tim Tate

Motion was made to recommend approval to the BCC.

Vote: 5 - 0 Approved

Other: Alvin Wingate (ABSENT)
Timothy Pyle (ABSENT)

7. Action/Discussion/Info Items.

A. Outdoor Signs Discussion.

8. Public Forum.

9. Director's Review.

10. County Attorney's Report.

11. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Tuesday, December 6, 2016 at 8:30 a.m.**, in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

12. Announcements/Communications.

13. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11670

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 02/16/2017

Issue: 5:32 p.m. Public Hearing Concerning Disclosure Regarding Abutting Roadways Ordinance

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 86, Article V, of the Escambia County Code of Ordinances, relating to Disclosure Regarding Abutting Roadways.

Recommendation: That the Board adopt an Ordinance amending Chapter 86, Article V, Sections 86-161 through 86-170, of the Escambia County Code of Ordinances relating to Disclosure Regarding Abutting Roadways, adding a requirement that all infrastructure maintenance responsibilities in new subdivisions be disclosed by sellers prior to closing.

BACKGROUND:

At its January 5, 2017 meeting the Board approved setting the Public Hearing for consideration of amending the Disclosure Regarding Abutting Roadways.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney, Alison Rogers, drafted the proposed amendment and advertised the Notice of Intent in the *Pensacola News Journal* on February 4, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE 2017-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 86, ARTICLE V, "DISCLOSURE REGARDING ABUTTING ROADWAYS," SECTIONS 86-161 THROUGH 86-170, AMENDING THE REAL ESTATE DISCLOSURE ORDINANCE TO ADD A REQUIREMENT THAT ALL INFRASTRUCTURE MAINTENANCE RESPONSIBILITIES IN NEW SUBDIVISIONS BE DISCLOSED BY SELLERS PRIOR TO CLOSING; ADDING A DEFINITION OF INFRASTRUCTURE; CLARIFYING THAT THE OBLIGATION TO SUPPLY REAL ESTATE DISCLOSURE FORMS FALLS ON THE SELLER; PROVIDING FOR DISPLAY OF ROADS ACCEPTED FOR COUNTY MAINTENANCE AND NEW SUBDIVISION INFRASTRUCTURE RESPONSIBILITIES ON THE COUNTY'S WEBSITE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is vitally important for residential property buyers to know the financial ramifications of their property acquisition; and,

WHEREAS, Sellers of residential properties are best equipped to know the parties responsible for maintenance of infrastructure serving the subject property; and,

WHEREAS, maintenance of infrastructure can be extremely costly and is necessary for the most basic enjoyment of residential property rights.

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

SECTION 1. Chapter 86, Article V, Sections 86-161 through 86-170 of the Escambia County Code of Ordinances is hereby amended as follows:

ARTICLE V. - DISCLOSURE REGARDING ABUTTING ROADWAYS AND OTHER INFRASTRUCTURE

Sec. 86-161. - Citation and title.

This article shall constitute "Chapter 86, Article V of the Code of Ordinances of Escambia County" and may be cited as such; the title of this article shall be "*Abutting Roadways and Other Infrastructure Maintenance Disclosure.*"

Sec. 86-162. - Purpose.

Since the proprietary status and quality of roadways *abutting* residential lots and other infrastructure within a subdivision have an impact on the responsibilities of homeowners to maintain such roadways and infrastructure, the ability to dedicate such roadways and infrastructure, and the development of such residential lots, the purpose

of this article is to establish a mechanism whereby buyers of real property will be notified of the status of *abutting* roadways and other infrastructure to avoid surprise at some later date.

Sec. 86-163. - Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Infrastructure means facilities and services needed to sustain land use activities, including streets, potable water service, wastewater service, solid waste facilities, power grids, telecommunication facilities and public schools.

Roadway means a public or private right-of-way designed for vehicular traffic including all of the land lying between the right-of-way lines as delineated on a plat showing such roadways or other method of designation whether improved or unimproved.

Sale means transmission of real property from one person to another by voluntary act and agreement between the seller and buyer founded on a valuable consideration. The meaning does not include transfers of real property conducted under a judgment, order, or supervision of a court of law or equity.

Seller means the owner or title holder of real property or person or entity who has authority to enter into a contract for sale of the property.

Sec. 86-164. - Exemptions.

The following transfers shall be exempt from this article:

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in the administration of an estate, transfers pursuant to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.
- (2) Transfers to a mortgagee by a mortgagor or successor in interest who is in default; transfers to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by any foreclosure sale after default, in an obligation secured by a mortgage; transfers by a sale under a power of sale or any foreclosure sale under a decree of foreclosure after default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale; or transfers by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a

power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure, or has acquired the real property by a deed in lieu of foreclosure.

- (3) Transfer by a bank, savings and loan association, mortgage banker, the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, or other institutional lender who has acquired the property through foreclosure or deed in lieu of foreclosure.
- (4) Transfers of condominiums, as defined in F.S. ch. 718; cooperatives, as defined in F.S. ch. 719; and time share plans, as defined in F.S. ch. 721.
- (5) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
- (6) Transfers from one co-owner to one or more other co-owners.
- (7) Transfers made to a spouse or to a person or persons related by consanguinity to one or more of the transferors.
- (8) Transfers between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree.
- (9) Transfers under F.S. ch. 197 as a result of failure to pay property taxes.
- (10) Transfers or exchanges to or from an a governmental entity.

Sec. 86-165. - Disclosure.

(a) ~~Prior to execution of a contract for sale, including an installation sales agreement, for the closing on any improved or unimproved residential lot or lots located in the unincorporated areas of the county, the seller shall disclose to the buyer:~~

(1) Whether the portions of any roadway that abuts the lot or lots to be purchased has have been accepted by the county for maintenance; and

(2) ~~That the seller of a residential building lot is required prior to the completion of any sales transaction to certify to the buyer that such lot, which is the subject of such contract for sale, is a part of a subdivision approved under the provisions of the 1996 Land Development Code of the county or that it has been specifically exempted from that code for the reasons which shall be specified in the disclosure statement. For any lot or lots that are included in a plat accepted by the County on or after June 1, 2017, who is responsible for maintenance and ownership of all infrastructure within the platted area(s).~~

~~(b) Information as to whether the subject portion of roadway has been accepted for maintenance by county or as to whether a particular residential lot is a part of a subdivision approved by the county shall be provided in writing by county to seller within ten business days after receipt of a written request from seller on a form prepared and provided by the department of public works. To assist sellers in making the disclosures required by this ordinance, the County shall maintain on its website at www.myescambia.com a database of public records on infrastructure maintenance and land development. However, the disclosures required by this ordinance shall remain the exclusive obligation of the seller; nothing in this ordinance shall be construed to impose on the County, or its employees and agents, the obligation to make the disclosure on behalf of sellers or assist sellers in interpreting the public records or confirming the accuracy of the information contained in the database.~~

Sec. 86-166. - Format.

(a) ~~The~~ Each required disclosure shall be a separate document which shall be prominently titled "*Abutting Roadway Maintenance Disclosure*" and "*Subdivision Certification*" "Infrastructure Maintenance Disclosure." In addition, the document(s) must be signed by both the seller and the buyer and witnessed by two persons. If the property abuts more than one roadway, the seller may use one form to indicate the status of all such roadways.

~~(b) The board of county commissioners shall provide such forms; however, sellers may produce their own forms provided the types sizes for the title and body are no smaller than those on the forms provided by the board of county commissioners and the forms otherwise comply with the disclosure requirements of this article. Forms for the disclosures required by this section are to be provided by the sellers in substantially the form provided below:~~

Exhibit A

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: _____

Legal Address of Property: _____

The County () has accepted () has not accepted the abutting roadway for maintenance.

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by: _____
Seller's Name

Address

City, State, Zip Code

AS TO SELLER(S):

Seller's Name: _____ Witness' Name: _____

Seller's Name: _____ Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____ Witness' Name: _____

Buyer's Name: _____ Witness' Name: _____

Effective: _____

Exhibit B

RESIDENTIAL SALES INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: _____
Lots & Blocks _____ **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	Responsible Entity (i.e. Escambia Co., ECUA, Private, Homeowner)	Ownership
Road(s)		
Bridge(s)		
Retention Pond(s)		
Stormwater Conveyance or Easements (rear yard)		
Easements between lots (side yard)		
Sewer Lift Station Central		
Sewer System		
Water System		
Gas		
Other (i.e. Clubhouse)		

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

Seller's Name

Address

City, State, Zip Code

AS TO SELLER(S):

Seller's Name: _____

Witness' Name: _____

Seller's Name: _____

Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____

Witness' Name: _____

Buyer's Name: _____

Witness' Name: _____

Effective:

Page ____ of _____. You must note the total number of pages provided in this space.

Sec. 86-167. - Additional language.

The disclosures shall additionally provide that the county will not accept for maintenance roadways or other infrastructure not built or improved to meet county standards. However the preceding provision shall not be construed to enlarge or create any responsibility of the county to accept roadways or other infrastructure for maintenance.

Sec. 86-168. - Filing.

The disclosure documents shall be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of the county. However, failure to comply with this article shall not jeopardize the validity of any deed, nor effect the date of filing of the deed. Moreover, the acceptance of the disclosures by county employees for filing in the public records shall in no way be construed as an acknowledgement by the county of the truth of the statements therein. In addition, the acceptance for filing of any deed or other instrument shall not be an acknowledgement of compliance with the requirements of this article.

Sec. 86-169. - Effect on title.

No transfer subject to this article shall be invalidated solely because of the failure of any person to comply with any provisions of this article.

Sec. 86-170. - Penalties.

Any seller who shall violate any provision of this article, or who shall fail, neglect or refuse to comply with the requirements of this article, shall be prosecuted in the same manner as a misdemeanor in the second degree, and upon conviction shall be punished by a fine not to exceed \$500.00 or imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment pursuant to F.S. §§ 775.08, 775.081, 775.082 and 775.083. A separate offense shall be deemed committed for each transaction wherein the requirements of this article are not followed.

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 THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section",

"article", or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
D. 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: 2/8/17

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11672

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 02/16/2017

Issue: 5:33 p.m. Public Hearing Concerning the Land Development Code
Relating to the Infrastructure Maintenance Real Estate Disclosure

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance amending Chapter 2, Article 5, "Subdivision," Section 2-5.7, "Final Plats," of the Land Development Code.

Recommendation: That the Board adopt an Ordinance amending Chapter 2, Article 5, "Subdivision," Section 2-5.7, "Final Plats," of the Land Development Code establishing a requirement for an infrastructure maintenance real estate disclosure.

BACKGROUND:

At its January 5, 2017 meeting the Board approved setting the Public Hearing for consideration of amending the Land Development Code to establish a requirement for an infrastructure maintenance real estate disclosure. The Board also directed staff to take this amendment for review and approval to the Planning Board on February 7, 2017.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was drafted by the County Attorney, Alison Rogers, and approved by the Planning Board. The ordinance was advertised in the *Pensacola News Journal* on February 4, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE 2017-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING VOLUME II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 2, ARTICLE 5 "SUBDIVISION", SECTION 2-5.7 "FINAL PLATS"; ESTABLISHING A REQUIREMENT FOR AN INFRASTRUCTURE MAINTENANCE DISCLOSURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; 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, final plats in the unincorporated areas of the County pursuant to general law; and,

WHEREAS, through the Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and,

WHEREAS, maintenance of infrastructure can be extremely costly and is necessary for the most basic enjoyment of residential property rights.

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

SECTION 1. Chapter 2, Article 5, Section 2-5.7 of the Escambia County Land Development Code is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 5 Subdivision

Sec.2-5.7 Final plats.

- (a) General.** Final plat approval is required to map the proposed subdivision of land in compliance with the platting requirements of Florida Statutes, so that, upon its recording, all land shown on the plat that is a part of the subdivision is identified and may be conveyed by reference to the plat, including the dedication of rights-of-way and easements. The approval of a final plat allows the recording of the plat in the public records when its content and form are consistent with state and county requirements and with any applicable conditions of its approved preliminary plat and infrastructure construction plan.
- (b) Application for the final plat.** Applicants seeking final plat approval from the Board of County Commissioners shall submit their request to the Office of the Planning Official. Applications shall be submitted within two years of the date that the preliminary plat and construction plans were approved unless an extension is granted as provided in Chapter 2.

(c) Warranty agreement. Applicants seeking final plat approval shall warrant that all public subdivision improvements are built in accordance with approved construction plans and free from design, construction, material, and workmanship defects for a LDC 2:19 period of two years from the date that the final plat is recorded. The applicant shall make the warranty on a form of warranty agreement published by the County.

(d) Incidental deficiencies. At the discretion of the County Engineer, final plats may be submitted to the Board of County Commissioners for approval with minor defects to public subdivision improvements that are determined to be incidental deficiencies. Incidental deficiencies are primarily cosmetic in nature and do not undermine the function or stability of the public subdivision improvements. Incidental deficiencies include but are not limited to the following:

- (1)** Cracked curbing or other cracked concrete that is not destroyed or displaced but still functions for the intended use.
- (2)** Minor ponding of water on asphalt, provided base failure is not evident.
- (3)** Minor settling of asphalt areas, provided base failure is not evident.
- (4)** Minor defects in stormwater pipe, provided installation is in accordance with the manufacturers' requirements.
- (5)** Ponds recharging at a slow rate, but still meeting regulatory requirements.
- (6)** Seed or sod that has failed to establish sufficient ground cover for final stabilization and erosion control.

Incomplete installation of street signs and pavement markings shall not be considered incidental deficiencies. If incidental deficiencies exist when the final plat is submitted for approval by the Board of County Commissioners, the applicant shall also include financial security with the executed warranty agreement.

(e) Acceptable forms of financial security. Financial security shall be in the form of a cash deposit or irrevocable letter of credit. The cash deposit shall be held in an interest-bearing account with withdrawals conditions upon approval of the County Administrator. Interest on cash deposits shall be retained by the applicant only if the applicant satisfactorily corrects all incidental deficiencies guaranteed by the deposit.

(f) Amount of financial security. If financial security is required, the applicant shall provide an estimate from the engineer of record for the cost to remove and replace all public subdivision improvements with incidental deficiencies. The amount of the financial security to be provided by the applicant shall be 150% of the cost estimate or \$7,500, whichever is greater.

- (g) Warranty inspection. The County shall inspect all warranted public subdivision improvements prior to the expiration of the two year warranty period and provide to the applicant a list of deficiencies noted during the inspection. The applicant shall remain responsible for correcting any deficiencies noted in the inspection even if the corrective action is not completed until after the expiration of the two year warranty period.
- (h) Approval process Checklists provided by the appropriate department will give the applicant quick and ready access to the requirements of this article.
- (i) Recreational amenities. For proposed subdivisions that are designed to utilize significant recreational amenities, including but not limited to a golf course, swimming pool, club house or tennis courts, the area designated for those uses shall be included in the final plat.
- (j) Infrastructure Maintenance Disclosure. For any residential plat submitted to the Board on or after June 1, 2017, the applicant shall provide a complete listing of the infrastructure expected to be constructed within the platted area along with the location of such infrastructure and a disclosure of the person or entity responsible for maintenance and ownership of such infrastructure. The format of this disclosure shall substantially mirror that provided in section 86-166 of the Escambia County Code of Ordinances.

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 THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
D.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: 2/8/17

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11726

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 02/16/2017

Issue: 5:34 p.m. Public Hearing amending Ordinance 2015-53 establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C.

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting an Ordinance to amend Ordinance 2015-53, establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C.

Recommendation: That the Board adopt an Ordinance to amend Ordinance 2015-53, establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C.

BACKGROUND:

On November 24, 2015, Daily Convo, L.L.C., submitted an application as a new business by virtue of being located in an enterprise zone and requested that the Board enact an Ordinance granting an Economic Ad Valorem Tax Exemption (EDATE) for all improvements to real property and tangible personal property located at 101 East Romana Street. By Board action on December 10, 2015, the Board of County Commissioners adopted *Emergency Ordinance 2015-53* establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C., providing a 100% exemption for a ten year term.

In this case, Daily Convo, L.L.C., applied for an EDATE before the anticipated completion of the improvements for which the exemption was sought due to the upcoming repeal of the Enterprise Zone Act, which expired on December 31, 2015.

Daily Convo L.L.C. has requested an amendment to the previously enacted Emergency Ordinance to provide for a ten year term to commence upon the first year the improvements are completed and placed on the ad valorem tax roll.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney drafted the proposed amendment and advertised in the Saturday, February 4, 2017 edition of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NUMBER 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING ORDINANCE 2015-53 ESTABLISHING AN EXEMPTION FROM CERTAIN ESCAMBIA COUNTY AD VALOREM TAXATION FOR DAILY CONVO, L.L.C., A NEW BUSINESS, PURSUANT TO §196.1995, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §196.1995, Florida Statutes, as amended, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances, Escambia County is authorized to grant certain economic development ad valorem tax exemptions (EDATES) for a new business established in the County meeting certain statutory requirements; and

WHEREAS, by Board action on December 10, 2015, the Board of County Commissioners previously adopted *Ordinance 2015-53* establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C., providing a 100% exemption for a ten year term to expire on December 31, 2025; and

WHEREAS, the Board of County Commissioners finds that amending *Ordinance 2015-53* is in the best interest of the health, safety, and welfare of the citizens of Escambia County.

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

Section 1. Recitals. That the foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Amendment. That Section 4 of *Ordinance 2015-53* establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C. is hereby amended to read as follows:

Section 4. Grant and Legislative Intent.

After consideration of the report of the Escambia County Property Appraiser and the request of Daily Convo, L.L.C., filed with the Board of County Commissioners on November 24, 2015, and in accordance with the procedures set forth in Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances, "Economic Development Ad Valorem Tax Exemption Regulations of Escambia County, Florida" (Ordinance No. 92-43), the Board of County Commissioners hereby grants and establishes, for a period of ten (10) years, ~~effective for calendar year 2016,~~ an exemption from County ad valorem taxation as provided for in §196.1995, Florida Statutes, as amended, of one hundred percent (100%) of the assessed value of certain improvements to real property and to the tangible personal property of Daily Convo, L.L.C., located at 101 East Romana Street, Pensacola, Florida.

It is the intent of this ordinance that this exemption shall be given for express purpose of facilitating the establishment of a new business located in an area designated enterprise zone, as defined by Section 90-148, Escambia County Code of Ordinances, and §196.012(14), Florida Statutes, as amended. It is the further intent of this ordinance that the exemption hereby granted to Daily Convo, L.L.C., shall be solely on the account of and for the use and benefit of said business.

Section 3. Amendment. That Section 6 of *Ordinance 2015-53* establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C. is hereby amended to read as follows:

Section 6. Expiration Date.

The Economic Development Ad Valorem Tax Exemption granted to Daily Convo, L.L.C., a new business, shall be for a period of ten (10) years, commencing upon the first year that the improvements for which the exemption is granted are completed and subject to taxation and shall expire ten years from the date of commencement on December 31, 2025, at 12:01 a.m.

Section 4. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date.

This ordinance shall become effective immediately upon electronic transmission to the Department of State.

DONE AND ENACTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 2/3/17

Enacted: _____
Filed with Department of State: _____
Effective: _____



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-11750

14.

BCC Regular Meeting

Meeting Date: 02/16/2017

Issue: Committee of the Whole Recommendation

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

Recommendation:

Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the February 9, 2017, C/W Workshop:

A. Allow up to \$25,000 from the toll revenues on a-dollar-for-dollar match with whatever Gulf Breeze spends on landscaping between Highway 98 and the Bob Sikes Bridge; and

B. Take the following action concerning use of discretionary funds for a fundraiser for Kayla Crocker's Children (Funding: Fund 001, General, Commissioner's Discretionary Money, Cost Center 110101, Object Code 58201):

(1) Approve allocating \$250 from Commissioner Jeffrey W. Bergosh's Discretionary Money, and \$250 from Commissioner Steven L. Barry's Discretionary Money, to pay the rental fees associated with the use of the Escambia County Equestrian Center's covered arena and outdoor space on Saturday, March 18, 2017, for a Community Fundraising Event that will benefit Kayla Crocker's children;

(2) Confirm that the required paperwork including a Hold Harmless Agreement will be completed prior to the event;

(3) Waive the County's 10% fee that is normally collected from ticket sales for events held at the Escambia County Equestrian Center; and

(4) Approve the issuance of a Purchase Order for this event.

Attachments

No file(s) attached.



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-11721

Clerk & Comptroller's Report 15. 1.

BCC Regular Meeting

Consent

Meeting Date: 02/16/2017

Issue: TDT Collection Data for the December 2016 Returns Received in January 2017

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the December 2016 Returns Received in January 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2016 returns received in the month of January 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2017; total collections for the month of December 2016 returns was \$390,377.38; this is a 1.61% increase over the December 2015 returns; total collections year to date are 10.34% more than the comparable time frame in Fiscal Year 2016.

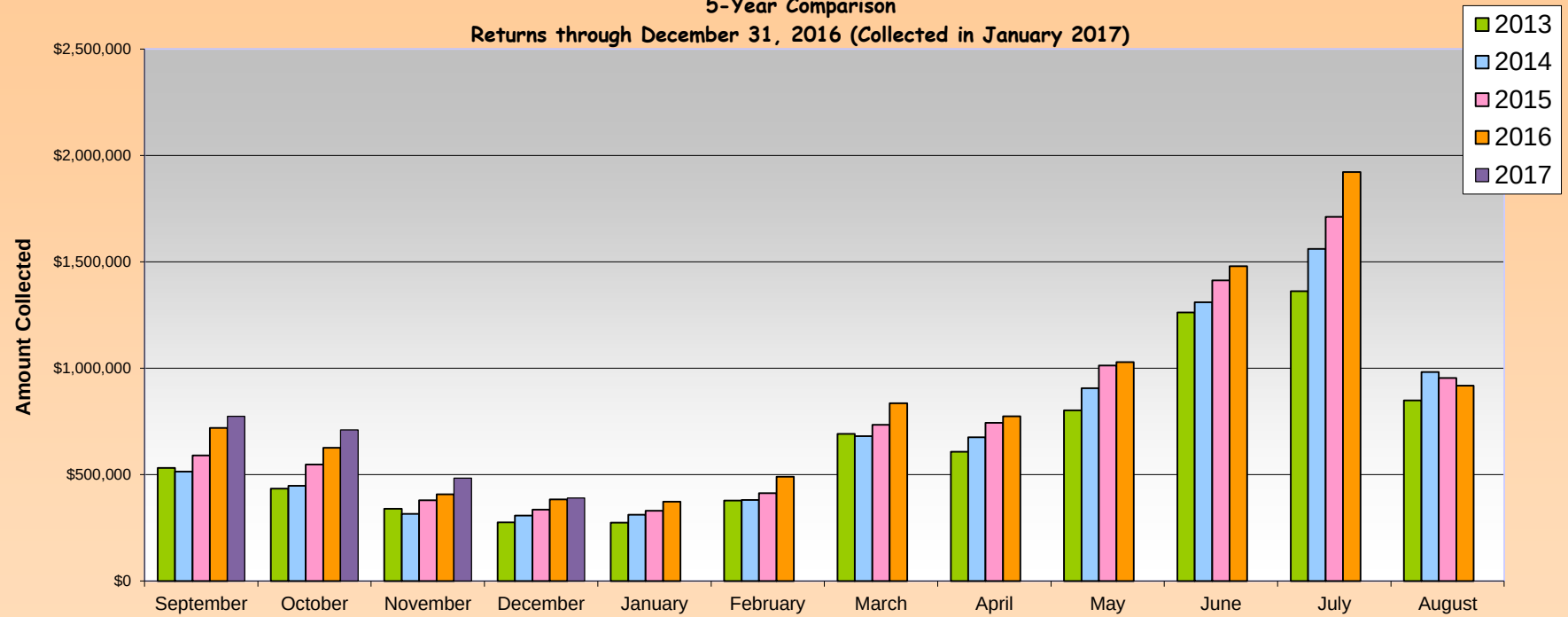
Attachments

December 2016 TDT Collections Data

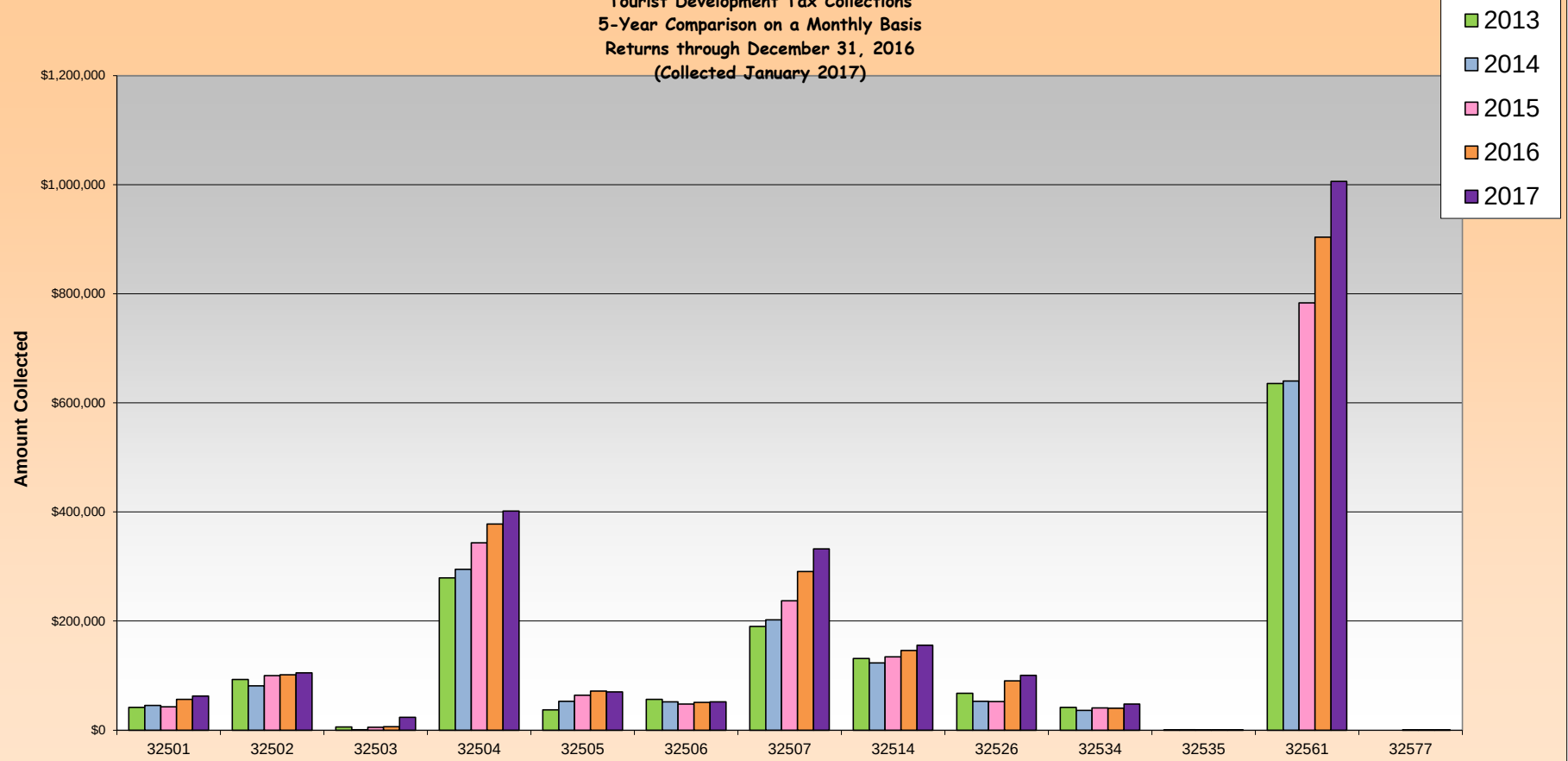
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS JANUARY 2017

Zip Code	Fiscal Year 2017 YTD Collected	Fiscal Year 2016 YTD Collected	Difference	% Change
32501	62,795	56,273	6,522	12%
32502	104,892	101,615	3,277	3%
32503	23,687	6,560	17,127	261%
32504	401,684	377,983	23,701	6%
32505	70,342	71,733	(1,391)	-2%
32506	51,719	51,178	541	1%
32507	332,522	290,982	41,540	14%
32514	155,461	146,087	9,374	6%
32526	100,586	90,211	10,375	12%
32534	47,920	40,259	7,661	19%
32535	543	507	36	7%
32561	1,006,161	903,883	102,278	11%
32562	-	-	-	0%
32577	100	50	50	100%
Total	\$ 2,358,412	\$ 2,137,321	221,091	10%

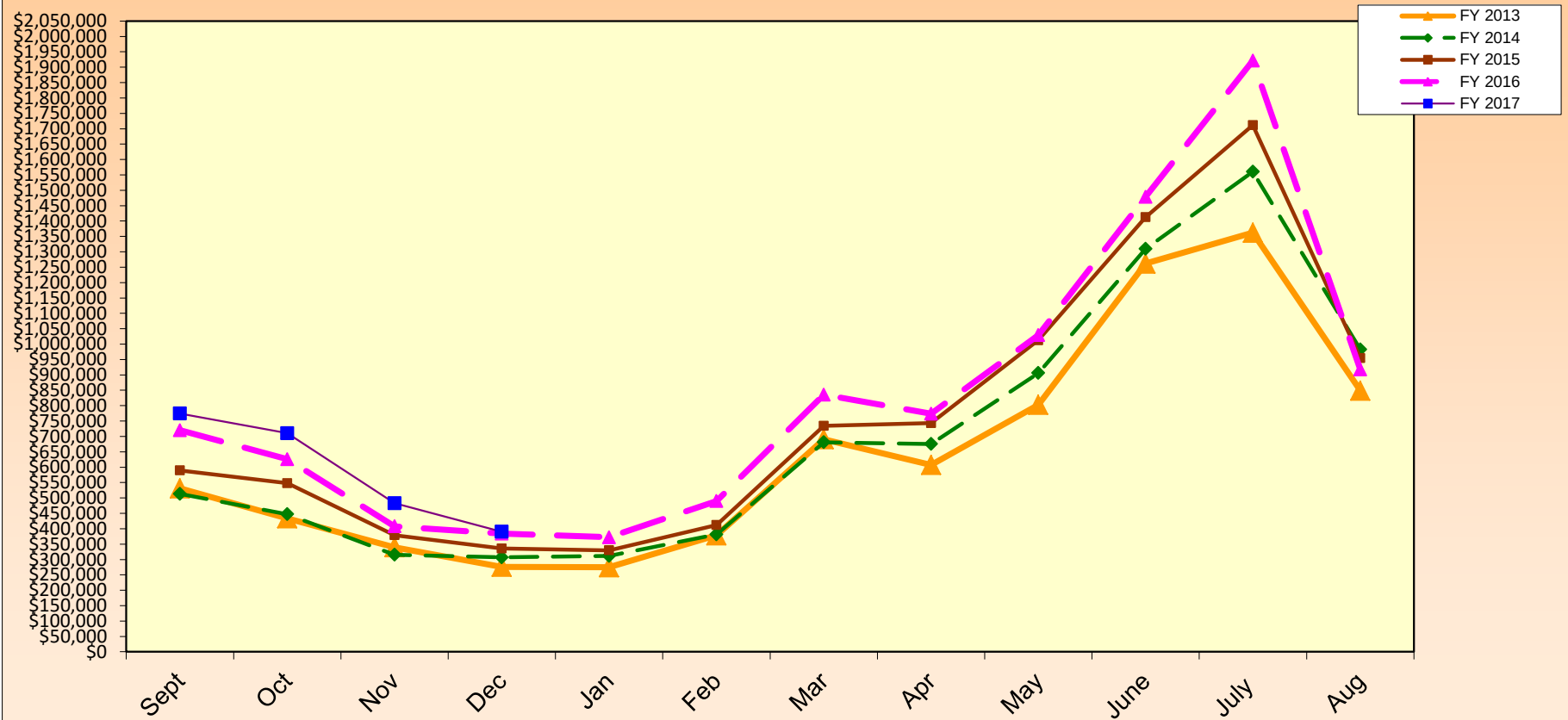
Tourist Development Tax Collections
5-Year Comparison
Returns through December 31, 2016 (Collected in January 2017)



Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through December 31, 2016
(Collected January 2017)



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2013 - FY 2017**
Returns through December 31, 2016 (Collected in January 2017)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBA COUNTY FLORIDA
 FISCAL YEAR 2017
 AS OF JANUARY 31, 2017

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	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
10/16	19,380	3%	28,706	4%	7,582	1%	107,704	14%	18,717	2%
11/16	16,302	2%	29,923	4%	6,327	1%	113,135	16%	19,922	3%
12/16	14,867	3%	25,670	5%	5,411	1%	99,858	21%	16,651	3%
01/17	12,246	3%	20,593	5%	4,367	1%	80,988	21%	15,052	4%
Total	\$ 62,795	3%	\$ 104,892	4%	\$ 23,687	1%	\$ 401,684	17%	\$ 70,342	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	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
10/16	14,090	2%	127,015	16%	40,875	5%	26,793	3%	11,880	2%
11/16	17,582	2%	111,916	16%	39,350	6%	26,474	4%	12,889	2%
12/16	11,410	2%	53,080	11%	39,610	8%	24,256	5%	11,841	2%
01/17	8,637	2%	40,510	10%	35,625	9%	23,062	6%	11,310	3%
Total	\$ 51,719	2%	\$ 332,522	14%	\$ 155,461	7%	\$ 100,586	4%	\$ 47,920	2%

	Zip Code									
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
Month of Collection									Total Month	% OF Total
10/16	104	0%	371,593	48%	-	0%	100	0%	774,540	100%
11/16	229	0%	316,293	45%		0%		0%	710,343	100%
12/16	135	0%	180,363	37%	-	0%		0%	483,152	100%
01/17	75	0%	137,912	35%	-	0%		0%	390,377	100%
Total	\$ 543	0%	\$ 1,006,161	43%	\$ -	0%	\$ 100	0%	\$ 2,358,412	100%

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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	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%	1,583	0%	103,155	14%	23,955	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,936	3%
12/15	12,524	3%	21,272	5%	1,996	0%	88,735	22%	12,756	3%
01/16	13,573	4%	20,368	5%	610	0%	83,364	22%	17,085	4%
					3					
Total	\$ 56,273	3%	\$ 101,615	5%	\$ 6,560	0%	\$ 377,983	18%	\$ 71,733	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	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%
11/15	13,073	2%	93,637	15%	38,662	6%	24,476	4%	11,627	2%
12/15	12,924	3%	41,978	10%	33,838	8%	21,065	5%	9,397	2%
01/16	10,738	3%	36,999	10%	34,083	9%	22,108	6%	9,416	2%
Total	\$ 51,178	2%	\$ 290,982	14%	\$ 146,087	7%	\$ 90,211	4%	\$ 40,259	2%

	Zip Code									
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
Month of Collection									Total Month	% OF Total
10/15	115	0%	344,150	48%	-	0%	50	0%	719,688	100%
11/15	-	0%	273,123	44%	-	0%		0%	625,801	100%
12/15	310	0%	150,864	37%	-	0%		0%	407,658	100%
01/16	83	0%	135,746	35%	-	0%		0%	384,174	100%
Total	\$ 507	0%	\$ 903,883	42%	\$ -	0%	\$ 50	0%	\$ 2,137,321	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of Collection	For The 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
NOV	OCT	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	\$532,757
DEC	NOV	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	\$362,364
JAN	DEC	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	\$292,783
TOTAL		\$896,538	\$863,907	\$892,551	\$1,017,069	\$1,105,225	\$1,185,513	\$1,187,401	\$1,389,430	\$1,602,991	\$1,768,809

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 Collection	For The 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
NOV	OCT	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	\$177,586
DEC	NOV	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	\$120,788
JAN	DEC	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	\$97,594
TOTAL		\$298,846	\$287,969	\$297,517	\$339,023	\$368,408	\$395,171	\$395,800	\$463,144	\$534,330	\$589,603



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-11741

Clerk & Comptroller's Report 15. 2.

BCC Regular Meeting

Consent

Meeting Date: 02/16/2017

Issue: Acceptance of Documents Provided to the Clerk to the Board's Office

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

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The Escambia-Pensacola Human Relations Commission Financial Statements for Fiscal Year September 30, 2016 and 2015;

B. The Pensacola-Escambia County Promotion and Development Commission, Pensacola, Florida, Financial Statements for the year ended September 30, 2016; and

C. The Financial Statements and Supplementary Information for Fiscal Year September 30, 2016 and 2015, for the Santa Rosa Island Authority, a Component Unit of Escambia County, Florida.

Attachments

FY 15-16 Human Relations Commission Audit

PEDC 2016 Financial Statement

SRIA FY16 Audit

**BROWN
THORNTON ♦ PACENTA
& Company, P.A.**

Certified Public Accountants

Business & Financial Consultants

Michael D. Thornton, Shareholder
Jan M. Pacenta, Shareholder
Catherine T. Bond, Officer
John R. Dunaway, Officer
Hardy N. Eubanks, III, Officer
Russell F. Lentz, Officer
Sean K. Quigley, Officer

To the Board of Directors
Escambia-Pensacola Human Relations Commission

We have audited the financial statements of the Escambia-Pensacola Human Relations Commission for the years ended September 30, 2016 and 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 20, 2016. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Escambia-Pensacola Human Relations Commission are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2016. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements were:

Management's estimate of the useful lives of property and equipment is based on past history and experience. We evaluated the key factors and assumptions used to determine the estimated useful lives of property and equipment in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of in-kind contributions of rent and utilities, and in-kind expenses of rent and utilities, is based upon the estimated fair market rental value of the Commission's office space in property owned by Escambia County.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 10, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Budgetary Comparison Schedule, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained

during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This information is intended solely for the use of the Board of Directors and management of Escambia-Pensacola Human Relations Commission and is not intended to be and should not be used by anyone other than these specified parties.

Brown Thornton Pacenta & Company P.A.

January 10, 2017

FINANCIAL STATEMENTS

**ESCAMBIA-PENSACOLA HUMAN
RELATIONS COMMISSION**

September 30, 2016 and 2015

C O N T E N T S

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	2 - 3
MANAGEMENT'S DISCUSSION AND ANALYSIS (REQUIRED SUPPLEMENTARY INFORMATION)	4 - 6
AUDITED FINANCIAL STATEMENTS	
Statements of Net Position	8
Statements of Revenues, Expenses, and Changes in Net Position	9
Statements of Cash Flows	10
Notes to Financial Statements	11 - 16
REQUIRED SUPPLEMENTARY INFORMATION (OTHER THAN MANAGEMENT DISCUSSION AND ANALYSIS)	
Budgetary Comparison Schedule	18
Note to Required Supplementary Information	19
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	21 - 22
Schedule of Findings and Responses	23
Schedule of Prior Audit Findings and Responses	24
MANAGEMENT LETTER	26 - 28

**BROWN
THORNTON ♦ PACENTA
& Company, P.A.**

*Certified Public Accountants
Business & Financial Consultants*

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Escambia-Pensacola Human Relations Commission
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Escambia-Pensacola Human Relations Commission (the Commission) as of and for the years ended September 30, 2016 and 2015, and the related notes to the financial statements, which comprise the Commission's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Escambia-Pensacola Human Relations Commission as of September 30, 2016 and 2015, and the respective changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (on pages 4 through 6) and budgetary comparison information (on pages 4 through 6 and 17 through 19) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 10, 2017, on our consideration of the internal control over financial reporting of the Commission and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over financial reporting and compliance.

Braun Shonten Pacenta & Company, P.A.

Pensacola, Florida
January 10, 2017

MANAGEMENT'S DISCUSSION AND ANALYSIS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2016 and 2015

This supplement to the Escambia-Pensacola Human Relations Commission's (the Commission) basic financial statements presents a narrative overview and analysis of the financial activities of the Commission's fiscal year ended September 30, 2016. Please read the information presented here in conjunction with the financial statements and notes to the financial statements that follow this section.

Financial Highlights

- ◆ The Commission's assets exceeded its liabilities, resulting in net position at September 30, 2016 and 2015 of \$14,500 and \$11,891, respectively.
- ◆ During the year ended September 30, 2016, revenues exceeded expenditures, resulting in an increase in net position of \$2,609. During the year ended September 30, 2015, revenues exceeded expenditures, resulting in an increase in net position of \$1,599.

Overview of the Financial Statements

The statement of net position presents information on the Commission's assets and liabilities and the difference between the assets and liabilities using accounting methods similar to those used by private sector companies. This is a useful way to measure the financial health of the Commission.

The statements of activities present information showing how the Commission's net position changed during this fiscal year. All the current year's revenue and expenses are accounted for in the statements of activities, regardless of when cash is received or paid.

Notes to the Financial Statements

Notes provide additional information that is essential to a full understanding of the data provided in the financial statements.

MANAGEMENT'S DISCUSSION AND ANALYSIS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2016 and 2015

Financial Analysis

The following condensed information comes from the Commission's financial statements from the last three years:

Condensed Statements of Net Position

	<u>FY2016</u>	<u>FY2015</u>	<u>FY2014</u>
Assets			
Capital assets	\$ -	\$ -	\$ 43
Other assets	<u>18,469</u>	<u>20,278</u>	<u>12,747</u>
Total assets	18,469	20,278	12,790
Liabilities			
Other liabilities	<u>3,969</u>	<u>8,387</u>	<u>2,498</u>
Total liabilities	<u>3,969</u>	<u>8,387</u>	<u>2,498</u>
Net Position			
Unrestricted	14,500	11,891	10,249
Invested in capital assets, net of related debt	<u>-</u>	<u>-</u>	<u>43</u>
Net Position	<u>\$ 14,500</u>	<u>\$ 11,891</u>	<u>\$ 10,292</u>

At September 30, 2016, the Commission's increase in assets was primarily due to an increase in cash and a decrease in the grants receivable to the Commission from the County at FYE2016, and accrued expenses decreased due to timing of payments for expenses near FYE2016. During the year ended September 30, 2015, the Commissions increase in assets was primarily due to an increase in grants receivable to the Commission from the County at FYE2015 and an increase in accounts payable.

MANAGEMENT'S DISCUSSION AND ANALYSIS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2016 and 2015

<u>Condensed Statements of Activities</u>			
	<u>FY2016</u>	<u>FY2015</u>	<u>FY2014</u>
Revenues	\$ 184,553	\$ 184,237	\$ 168,084
Expenses	<u>181,944</u>	<u>182,638</u>	<u>171,832</u>
Change in net position	<u>\$ 2,609</u>	<u>\$ 1,599</u>	<u>\$ (3,748)</u>

The slight increase in revenues for the year ended September 30, 2016 was due to a nominal increase in grant revenue from Escambia County and expenses for the year, while the increase in communications and materials and supplies was offset by the decrease in professional fees. The increase in revenues and expenses for the year ended September 30, 2015 was primarily due to an increase in grant revenue from Escambia County and an increase in personnel and professional expenses.

Budgetary Highlights

The Commission's budget for the year ended September 30, 2016 reflected the advancement of specific strategies to enhance the Commission's mission.

Variations of note between the budget and the actual experience of FY2016 occurred in the revenue line items of grant revenue from Escambia County and expense line items of In-County and Out-of-County travel expenses and communications. The grant revenue was budgeted with an amount similar to the prior year, anticipating additional out of town travel for training that was not available from the provider. Travel expenses were less than budgeted, as a result. Communications also came in under budget, as the Commission was seeing a rise in the telephone and internet fees, and budgeted accordingly.

During the FY2016, the Commission also added two additional part-time individuals to streamline the workflow and efficiency of the office. Identifiable expense line items were able to be closely monitored and helped to maintain a balanced budget throughout the year.

The Commission also implemented the use and assistance of its Commission members in strategizing efforts by developing sub-committees that focus on specific tasks and duties of the Commission and how it effects the financial make-up throughout the year.

Requests for Information

This financial report is designed to provide a general overview of the Commission's finances for those with interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Executive Director of the Escambia-Pensacola Human Relations Commission at 2257 N. Baylen St., Pensacola, Florida 32502.

AUDITED FINANCIAL STATEMENTS

STATEMENTS OF NET POSITION
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
Cash	\$ 7,637	\$ 5,121
Due from other governmental units	9,831	14,156
Prepaid expenses	1,001	1,001
Capital assets, net of depreciation	<u>-</u>	<u>-</u>
Total assets	18,469	20,278
 LIABILITIES		
Accrued expenses	<u>3,969</u>	<u>8,387</u>
Total liabilities	<u>3,969</u>	<u>8,387</u>
 NET POSITION		
Unrestricted	14,500	11,891
Invested in capital assets, net of related debt	<u>-</u>	<u>-</u>
Total net position	<u>\$ 14,500</u>	<u>\$ 11,891</u>

The accompanying notes are an integral part of these financial statements.

STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Revenues:		
Grant revenue - Escambia County	\$ 88,653	\$ 88,337
Grant revenue - City of Pensacola	79,000	79,000
In-kind contributions of rent and utilities	<u>16,900</u>	<u>16,900</u>
Total revenues	184,553	184,237
Expenses:		
Personnel services	123,923	124,456
Professional fees	13,270	17,200
Rent	4,986	5,070
In-kind expense of rent and utilities	16,900	16,900
Materials and supplies	7,605	5,767
Penalties	260	-
Travel and vehicle costs	213	804
Dues and subscriptions	655	557
Communications	9,362	7,058
Community relations	-	1,110
Insurance	2,256	2,430
Repairs and maintenance	2,514	1,243
Depreciation	<u>-</u>	<u>43</u>
Total expenses	<u>181,944</u>	<u>182,638</u>
Change in net position	2,609	1,599
Net position at beginning of year	<u>11,891</u>	<u>10,292</u>
Net position at end of year	<u>\$ 14,500</u>	<u>\$ 11,891</u>

The accompanying notes are an integral part of these financial statements.

STATEMENTS OF CASH FLOWS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from governmental units	\$ 160,120	\$ 160,114
Cash payments to suppliers for goods and services	(41,121)	(41,239)
Cash payments for employees' services	<u>(116,483)</u>	<u>(118,567)</u>
Net cash provided by operating activities	<u>2,516</u>	<u>308</u>
Net increase in cash	2,516	308
Cash at beginning of year	<u>5,121</u>	<u>4,813</u>
Cash at end of year	<u>\$ 7,637</u>	<u>\$ 5,121</u>
 RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Change in net position	\$ 2,609	\$ 1,599
Adjustments to reconcile changes in net position to net cash provided (used) by operating activities:		
Depreciation expense	-	43
(Increase) decrease in due from governmental units	4,325	(7,223)
Increase (decrease) in accrued expenses	<u>(4,418)</u>	<u>5,889</u>
Net cash provided by operating activities	<u>\$ 2,516</u>	<u>\$ 308</u>
 SUPPLEMENTAL CASH FLOWS INFORMATION		
Health insurance payments were made by the County for Commission personnel in the amount of \$11,858 and \$13,623 for the years ended September 30, 2016 and 2015, respectively.		

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Commission have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to local governments. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. Statements and Interpretations of the GASB have been applied in the preparation of these financial statements. The significant accounting and reporting policies and practices used by the Commission are described below.

1. Defining the Reporting Entity - The Escambia-Pensacola Human Relations Commission (the Commission) was created on April 10, 1978 by an Interlocal Agreement as authorized by Chapter 163.01, Florida Statutes as a joint venture between Escambia County (County) and the City of Pensacola (City) for the purposes of promoting of fair treatment and equal opportunity for all citizens of the local community. The Commission is composed of nine members: four selected by the Escambia County Board of County Commissioners, four selected by the City Council, and one selected by the other eight members. The Commission operates under joint funding by grants from the County and City.

GASB has established criteria to be used by a government in deciding what organizations should be included in the general purpose financial statements of that government. There are no component units which should be considered for inclusion in these financial statements based on the GASB criteria.

2. Measurement Focus, Basis of Accounting, and Financial Statement Presentation - The basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. The Commission prepares its financial statements on the accrual basis of accounting. Revenues are recognized when they are earned, and expenses are recorded when the liability is incurred, regardless of the timing of cash flows.

The Commission applies all applicable GASB pronouncements. Additionally, the Commission applies pronouncements of the Financial Accounting Standards Board and its predecessor bodies unless those pronouncements conflict with or contradict GASB pronouncements.

3. Cash and Cash Equivalents - For the purposes of the statements of cash flows, the Commission considers all highly liquid debt instruments with an original maturity when purchased of three months or less to be cash equivalents. The Commission had no cash equivalents as of September 30, 2016 and 2015.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Due from Other Governmental Units - Due from other governments includes reimbursements from Escambia County. Based on the collection history of the Commission, it is the opinion of management that any uncollectible amounts would be immaterial; therefore, no allowance for doubtful accounts has been established.
5. Capital Assets - Capital assets are stated at historical cost. The Commission capitalizes items with an estimated life exceeding one year and original cost greater than \$500. Depreciation is provided by using the straight-line method over the estimated useful lives of the assets ranging from 3-10 years.
6. Net Position - The Commission reports equity as net position in three components: invested in capital assets, net of related debt, restricted, and unrestricted. The following explains each:

Invested in capital assets, net of related debt consists of capital assets, including restricted capital assets, reduced by accumulated depreciation and by any outstanding debt incurred to acquire, construct, or improve those assets.

Restricted net position reports those net assets with limits on their use that are externally imposed (by creditors, grantors, contributors, or the laws and regulations of other governments) or that are imposed by the government's own constitutional provisions on enabling legislation.

Unrestricted net position consists of all unrestricted net assets that do not meet the definition of either of the other two components.

7. Grant Revenues - The Commission receives grants from Escambia County and the City of Pensacola and contributions from individuals that are considered operating income.
8. Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the period. Actual results could differ from these estimates.
9. Events Occurring After the Reporting Date - The Commission has evaluated events and transactions that occurred between September 30, 2016 and January 10, 2017, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE B - CASH

Monies which are placed on deposit with financial institutions in the form of demand deposit accounts, time deposit accounts, and certificates of deposit, are defined as public deposits. All of the Commission's public deposits are held in qualified public depositories pursuant to State of Florida Statutes, Chapter 280, "Florida Security for Public Deposits Act." Under the Act, all qualified public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The Public Deposit Security Trust Fund has a procedure to allocate and recover losses in the event of a default or insolvency. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default. Accordingly, these deposits are considered to be fully insured.

The carrying amounts of deposits at September 30, 2016 and 2015 were as follows:

	<u>Carrying Amount</u>	<u>Bank Balance</u>
2016	\$ 7,637	\$ 12,494
2015	\$ 5,121	\$ 14,794

NOTE C - DUE FROM OTHER GOVERNMENTAL UNITS

The amounts due from other governmental units of \$9,831 and \$14,156 were County reimbursements the Commission had not received as of September 30, 2016 and 2015, respectively.

NOTES TO FINANCIAL STATEMENTS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE D - CAPITAL ASSETS

The following table provides a summary of changes in capital assets consisting of furniture, fixtures, and equipment:

Year ended September 30, 2016:

Capital assets:	
Balance, beginning of year	\$ 11,723
Increases	-
Decreases	<u>-</u>
Balance, end of year	11,723
Accumulated depreciation:	
Balance, beginning of year	11,723
Increases	-
Decreases	<u>-</u>
Balance, end of year	<u>11,723</u>
Capital assets, net	<u><u>\$ -</u></u>

Year ended September 30, 2015:

Capital assets:	
Balance, beginning of year	\$ 11,723
Increases	-
Decreases	<u>-</u>
Balance, end of year	11,723
Accumulated depreciation:	
Balance, beginning of year	11,680
Increases	43
Decreases	<u>-</u>
Balance, end of year	<u>11,723</u>
Capital assets, net	<u><u>\$ -</u></u>

Depreciation expense was \$0 and \$43 for the fiscal years ended September 30, 2016 and 2015, respectively.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE E - OPERATING LEASES

The Commission received an in-kind contribution from Escambia County of office space and utility expenses during the years ended September 30, 2016 and 2015. In-kind contributions are recorded at their fair values in the period received. Contributed rents were \$14,400 and contributed utilities were \$2,500 for the years ended September 30, 2016 and 2015. These amounts were reported on the statements of activities as "In-kind contributions of rent and utilities" and offset by operating expenses of an equal amount.

The Commission leases equipment under an operating lease, expiring February 2018, with annual rent expense totaling \$3,660.

At September 30, 2016, the Commission was obligated for minimum rental payments under noncancelable operating leases having remaining terms in excess of one year as follows:

<u>September 30,</u>		
2017	\$	3,660
2018		<u>1,525</u>
	\$	<u><u>5,185</u></u>

Office equipment is also leased on a month-to-month basis. Total rent expense for the years ended September 30, 2016 and 2015 was \$4,986 and \$5,070, respectively.

NOTE F - RISK MANAGEMENT

The Commission is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, injuries to employees, and natural disasters. The Commission carries commercial insurance for all risks of loss, including property, general liability, including non-owned automobiles, and worker's compensation. There were no material reductions in insurance coverage from the prior fiscal year and no claims resulting from these risks in the year ended September 30, 2016, nor did settlements exceed coverage for any of the past three fiscal years.

NOTE G - COMMITMENTS AND CONTINGENCIES

The Commission receives County and City grants. The disbursement of funds received under these programs is subject to review and audit by the grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Commission.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE H - EMPLOYEES' HEALTH INSURANCE

On-behalf payments by the County for Commission employees' health insurance for the years ended September 30, 2016 and 2015 amounted to \$11,858 and \$13,623, respectively. These amounts are included in personnel services expense in the statements of activities.

NOTE I - CONCENTRATION OF RISK

The Commission's services are funded primarily with grants from the County and the City. The Commission's ability to continue to provide the same level of services is dependent on continued funding from these sources.

REQUIRED SUPPLEMENTARY INFORMATION

BUDGETARY COMPARISON SCHEDULE

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2016

	Original Budget	Final Budget	Actual	Variance Final Budget vs. Actual Favorable (Unfavorable)
REVENUES				
Grant revenue - Escambia County	\$ 102,765	\$ 102,765	\$ 88,653	\$ (14,112)
Grant revenue - City of Pensacola	<u>79,000</u>	<u>79,000</u>	<u>79,000</u>	<u>-</u>
Total revenues	181,765	181,765	167,653	(14,112)
EXPENDITURES				
Personnel services	131,794	127,454	123,923	3,531
Professional fees	16,100	15,850	13,270	2,580
Rent	8,018	6,425	4,986	1,439
Materials and supplies	4,278	6,173	6,582	(409)
Penalties	-	-	260	(260)
Contract labor	-	75	-	75
Travel and vehicle costs	5,009	4,589	213	4,376
Dues and subscriptions	559	655	655	-
Communications	8,504	12,379	9,362	3,017
Community relations	2,668	1,500	-	1,500
Insurance	2,595	2,595	2,256	339
Repairs and maintenance	1,280	2,690	2,514	176
Printing and binding	500	500	264	236
Bank charges	360	780	759	21
Capital outlay	<u>100</u>	<u>100</u>	<u>-</u>	<u>100</u>
Total expenditures	<u>181,765</u>	<u>181,765</u>	<u>165,044</u>	<u>16,721</u>
Revenues over expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,609</u>	<u>\$ 2,609</u>

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

BUDGETARY INFORMATION

Budget Policy and Practice

The Executive Director proposes an annual line item budget which is approved by the County Administrator and City Manager. The budget is then submitted to the County Commissioners and City Council for review and to finalize the budget recommendation. In accordance with the Interlocal Agreement with the County and the City, expenditures of funds must not exceed the approved budget and must be made in accordance with all applicable federal, state, and local laws and regulations.

Basis of Budgeting

The budget is integrated into the accounting system, and the budgetary data, presented with the financial statements, compares the expenditures in the basic financial statements with the amended budget amounts. The budget is presented on the modified accrual basis of accounting. Accordingly, the accompanying Budgetary Comparison Schedule presents actual expenditures on a basis consistent with the legally adopted budget as amended.

Material Violations

There were no material violations of the annual appropriated budget for the fiscal year ended September 30, 2016. An in-kind contribution of office space and utilities were included as revenue and expenditures. This in-kind contribution was provided to the Commission by Escambia County and is not considered a material violation of the budget.

Reconciliation of Budgetary Comparison Schedule to Statements of Activities

Revenues over expenditures - Budgetary Comparison Schedule	\$ 2,609
Depreciation expense is not reflected in the Budgetary Comparison Schedule, but is reported in the Statements of Activities	-
In-kind contributions reported in the Statements of Activities, but not reported in the Budgetary Comparison Schedule	16,900
In-kind expenses reported in the Statements of Activities, but not reported in the Budgetary Comparison Schedule	<u>(16,900)</u>
Change in net position - Statements of Activities	<u>\$ 2,609</u>

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL
CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

**BROWN
THORNTON ♦ PACENTA
& Company, P.A.**

*Certified Public Accountants
Business & Financial Consultants*

Michael D. Thornton, Shareholder
Jan M. Pacenta, Shareholder
Catherine T. Bond, Officer
John R. Dunaway, Officer
Hardy N. Eubanks, III, Officer
Russell F. Lentz, Officer
Sean K. Quigley, Officer

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Escambia-Pensacola Human Relations Commission
Pensacola, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of Escambia-Pensacola Human Relations Commission, as of and for the year ended September 30, 2016 and 2015, and the related notes to the financial statements, and have issued our report thereon, dated January 10, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Escambia-Pensacola Human Relations Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Escambia-Pensacola Human Relations Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of Escambia-Pensacola Human Relations Commission's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and responses that we consider to be a significant deficiency. (2016-1)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Escambia-Pensacola Human Relations Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We have noted certain additional matters in a management letter to the Escambia-Pensacola Human Relations Commission, dated January 10, 2017, as required by the Chapter 10.550, Rules of the Auditor General of the State of Florida.

Escambia-Pensacola Human Relations Commission's Response to Findings

Escambia-Pensacola Human Relations Commission's response to the findings identified in our audit is described in the accompanying schedule of findings and responses. Escambia-Pensacola Human Relations Commission's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of the Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Brown Thornton Paez & Company, P.A.

Pensacola, Florida
January 10, 2017

SCHEDULE OF FINDINGS AND RESPONSES
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2016

FINDINGS - FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCY

2016-001 - Overall Segregation of Duties

- ◆ **Criteria:** Internal controls should be put in place to provide adequate segregation of duties so that no one individual has custody of assets and access to the accounting records.
- ◆ **Condition:** Due to the limited number of people working in the office, many of the critical duties are combined and assigned to an available employee, such as access to checks, access to the general ledger, and the ability to create a new vendor in the accounting system.
- ◆ **Effect:** Due to the fact that incompatible duties are not adequately segregated, the potential exists for errors or irregularities to occur which would not be found or corrected in a reasonable time period.
- ◆ **Recommendation:** Due to budget constraints, it is felt that the benefit of additional segregation of duties is outweighed by the cost of additional personnel required to segregate incompatible functions. We, therefore, recommend that the Board utilize its members and another CPA firm to perform and review accounting matters as a compensating control.
- ◆ **Views of Responsible Officials:** The management of the Escambia-Pensacola Human Relations Commission concurs with the recommendation.

SCHEDULE OF PRIOR AUDIT FINDINGS AND RESPONSES
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2016

FINDINGS - PRIOR FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCY

2015-001 - Overall Segregation of Duties

- ◆ **Criteria:** Internal controls should be put in place to provide adequate segregation of duties so that no one individual has custody of assets and access to the accounting records.
- ◆ **Condition:** Due to the limited number of people working in the office, many of the critical duties are combined and assigned to an available employee, such as access to checks, access to the general ledger, and the ability to create a new vendor in the accounting system.
- ◆ **Effect:** Due to the fact that incompatible duties are not adequately segregated, the potential exists for errors or irregularities to occur which would not be found or corrected in a reasonable time period.
- ◆ **Recommendation:** Due to budget constraints, it is felt that the benefit of additional segregation of duties is outweighed by the cost of additional personnel required to segregate incompatible functions. We, therefore, recommend that the Board utilize its members and another CPA firm to perform and review accounting matters as a compensating control.
- ◆ **Views of Responsible Officials:** The management of the Escambia-Pensacola Human Relations Commission concurs with the recommendation.

MANAGEMENT LETTER

**BROWN
THORNTON ♦ PACENTA
& Company, P.A.**

*Certified Public Accountants
Business & Financial Consultants*

Michael D. Thornton, Shareholder
Jan M. Pacenta, Shareholder
Catherine T. Bond, Officer
John R. Dunaway, Officer
Hardy N. Eubanks, III, Officer
Russell F. Lentz, Officer
Sean K. Quigley, Officer

MANAGEMENT LETTER

To the Board of Directors
Escambia-Pensacola Human Relations Commission
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of Escambia-Pensacola Human Relations Commission (the Commission) as of and for the fiscal years ended September 30, 2016 and 2015, and have issued our report thereon dated January 10, 2017.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports, which are dated January 10, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report, except as noted below under the heading Prior Year Findings and Recommendations:

Prior Year Findings and Recommendations

Overall Segregation of Duties

Finding # 2016-001 (current year); 2015-001 (preceding year); and 2014-001 (second preceding year)

Auditor's Comment

Internal controls should be put in place to provide adequate segregation of duties so that no one individual has custody of assets and access to the accounting records. Due to the limited number of people working in the office, many of the critical duties are combined and assigned to an available employee, such as access to checks, access to the general ledger, and the ability to create a new vendor in the accounting system. Due to budget constraints, it is felt that the benefit of additional segregation of duties is outweighed by the cost of additional personnel required to segregate incompatible functions. We, therefore, recommend that the Board utilize its members and an outside CPA firm to perform and review accounting matters as a compensating control.

Management's Response

The management of the Escambia-Pensacola Human Relations Commission concurs with the recommendation and will further utilize the Board.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is included in Note A of the financial statements.

Financial Condition

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires that we apply appropriate procedures and report the results of our determination as to whether or not the Escambia-Pensacola Human Relations Commission has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Commission did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Escambia-Pensacola Human Relations Commission's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by the same.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, requires that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Commission for the fiscal year ended September 30, 2016, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2016. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2, Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this letter

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Board of Directors, management, Escambia County, the City of Pensacola, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

Brown Thornton Pacentla & Company, P.A.

Pensacola, Florida
January 10, 2017

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION**

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2016

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION**

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2016

TABLE OF CONTENTS

	PAGE
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Financial Statements:	
Statement of Net Position	8
Statement of Activities	9
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	10
Statement of Fiduciary Net Position	11
Statement of Changes in Fiduciary Net Position	12
Notes to Financial Statements	13
Other Reports:	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	19
Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes	21
Management Letter	22

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Commission's financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the General Fund and the fiduciary fund of the Commission, as of September 30, 2016, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 9, 2016 on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over financial reporting and compliance.



Pensacola, Florida
December 9, 2016

**Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2016**

Our discussion and analysis of the financial performance of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") provides an overview of the Commission's financial activities for the fiscal year ended September 30, 2016. Please review it in conjunction with the Commission's financial statements.

FINANCIAL HIGHLIGHTS

- Total assets for the Pensacola-Escambia County Promotion and Development Commission decreased by \$679,159 from 2015 due to a decrease of \$661,509 in bank account balances and a decrease of \$17,650 in receivables. Liabilities decreased by \$725,982 due primarily to a decrease in Project FOIL payable - County.
- Deferred Compensation Fund net assets balance decreased by \$6,591 from 2015. The fluctuation is representative of two parts. The first part is a \$3,009 increase in asset value which is consistent with a minimal increase in stock market performance, and the second part is \$9,600 worth of normal monthly draws to result in the overall decrease in balance.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 8-9) provide information about the activities of the Commission as a whole and present a longer-term view of the Commission's finances. Fiduciary fund financial statements start on page 11.

Reporting on the Commission as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis of the Commission as a whole begins on the following page. One of the important questions asked about the Commission's finances is "Is the Commission as a whole better off or worse as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the Commission as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the Commission's net assets and changes in them. You can think of the Commission's net assets, the difference between assets, what the Commission owns, and liabilities, what the Commission owes, as one way to measure the Commission's financial health, or financial position. Over time, increases or decreases in the Commission's net assets are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as continuing local government support, to assess the overall health of the Commission.

**Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2016**

Reporting the Commission's Funds

Fiduciary Fund Financial Statements

Our analysis of the Commission's fiduciary fund begins on the following page. The fund financial statements begin on page 11 and provide detail information about the Deferred Compensation Fund.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13-18 of this report.

THE COMMISSION AS A WHOLE

The Commission's total net position changed from a year ago, increasing from \$4,382,090 to \$4,428,913. Our analysis below focuses on the net position (Table 1) and changes in net position of the Commission's governmental activities.

**Table 1
Net Position
(in thousands)**

	<u>2015</u>	<u>2016</u>
Cash	\$ 1,410	\$ 748
Other receivable	18	-
Technology Park property	<u>5,850</u>	<u>5,850</u>
Total Assets	<u>\$ 7,278</u>	<u>\$ 6,598</u>
Accounts payable	\$ 2	\$ 1
FOIL payable – County	737	-
Technology Park payable – County	<u>2,157</u>	<u>2,168</u>
Total liabilities	<u>2,896</u>	<u>2,169</u>
Net Position:		
Restricted	61	61
Unrestricted	<u>4,321</u>	<u>4,368</u>
Total net position	<u>4,382</u>	<u>4,429</u>
Total Liabilities and Net Position	<u>\$ 7,278</u>	<u>\$ 6,598</u>

**Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2016**

Statement of Activities

Prior year revenue totaled \$3,343,957 versus current year revenue of \$700,000. This decrease is primarily due to a decrease in grant funds.

Prior year expenses totaled \$3,312,583 versus current year expenses of \$631,005. This decrease is primarily due to a decrease in grant expenditures.

Reporting on the Fiduciary Fund

Prior year investment income in the Deferred Compensation Fund totaled \$703 versus current year investment income of \$3,009. This increase is due to higher return on the investment in the current year.

Prior year expenses and current year expenses both totaled \$9,600. The withdrawal amount does not change from year to year.

**Table 2
Final Budget versus Actual Results (GAAP Basis)
General Fund**

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:			
Intergovernmental	\$ 700,000	\$ 700,000	\$ 0
Investment income	400	0	(400)
Expenditures:			
Current -			
General government	\$ 700,400	\$ 631,005	\$ 69,395

Final Budget versus Actual Results

The Commission did not have any changes to the intergovernmental revenue since the Commission was able to reasonably estimate the predicted revenue sources throughout the year. The variance in General Government expenditures can be attributed to budgeted expenses for the Technology Park Master Planning that did not occur by year end.

**Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2016**

ECONOMIC FACTORS

The economic development mission of the Commission remains constant. The Commission has contracted with a new entity formed from an active divestiture of the Greater Pensacola Chamber, the Community Economic Development Association of Pensacola and Escambia County d/b/a FloridaWest Economic Development Alliance ("FloridaWest"), for all its economic activities which includes performing management duties on behalf of the Commission. The Commission requested increased funding from Escambia County and the City of Pensacola for the current fiscal year to fully fund FloridaWest's public funding contribution out of the Commission rather than FloridaWest's public funding coming from various sources. Escambia County granted the additional funding request. The additional funding request from the City of Pensacola came directly to FloridaWest under a separate agreement.

The Commission took ownership of property from Escambia County and the City of Pensacola for the purpose of developing it into a Technology Campus during 2008. Construction of the initial infrastructure for the Campus, partially funded with a line of credit from Escambia County, was completed in June 2012. In December 2012, the Commission sought to re-appraise the Technology Campus value to more accurately reflect the current market value of the property. Also in fiscal year 2013, the Commission approved an updated version of the Inter-local Agreement between the Commission, City of Pensacola, Escambia County and the Community Redevelopment Agency ("CRA"), which included both City and County forgiveness of debt for the Technology Campus property and the ability to market and sell or lease the property independently of City or County approval. The line of credit from Escambia County will be paid for using proceeds from the sale of the lots on the Technology Campus. Once eighty percent of the developable square footage of the Technology Campus has been conveyed by the Commission to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Campus shall be applied to repayment of the line of credit. The Commission is marketing the property to prospective companies and retained the services of Beck Properties and CB Richard Ellis to provide commercial brokerage services for the Technology Campus, and that contract expired in April of 2016. The Commission has entered into a professional service agreement with Atkins for Technology Park master planning.

The Commission continued working with Space Florida, a public corporation and independent special district of the State of Florida under the previously agreed to Memorandum of Intent. Space Florida proposes to construct a multi-tenant facility totaling approximately 75,000 square feet on an approximately 80,000 square feet site at the Pensacola Technology Campus, on land located in Pensacola, Florida, and owned by the Commission, to provide a state-of-the-art facility to enable growth for development of a confidential aerospace company that will be the anchor tenant, as well as several additional complimentary smaller tenants. If the project continues to progress, Space Florida anticipates breaking ground in the second quarter of 2017.

**Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2016**

The Commission has been appropriated legislative funding from the State of Florida; \$300,000 for marketing from the Department of Economic Opportunity ("DEO"), and \$2,000,000 for a transportation and utility alignment assessment from the Florida Department of Transportation ("FDOT"). All funding is associated with developing sites along the Lower Escambia River Basin into major industrial sites to target high-energy, aerospace, or other industrial-manufacturing businesses to boost economic development and job growth. All grant contracting and work associated with the funding will begin in FY 2016 - 2017.

The Commission remains the Grantee for Foreign-Trade Zone ("FTZ") #249 and continues to fulfill all its responsibilities as the designated grantee for FTZ #249. FTZ #249 consists of sites at the Port of Pensacola, Pensacola International Airport, Pensacola Marine Terminal (2 sites: Pensacola Shipyard and Spruce Street Industrial Complex), Century Industrial Park and a designated sub-zone for the GE Wind Energy Plant. This year the Commission approved an operator agreement to authorize GE Generator to activate their previously designated sub-zone site in addition to a new contract with the Foreign Trade Zone Corporation, the Commission's FTZ consulting company. The Commission also revised and updated its FTZ #249 operator fees associated with FTZ usage and submitted the FTZ #249's annual report to the Foreign Trade Zone Board.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the Commission's finances for all those with interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the FloridaWest Economic Development Alliance, 117 W Garden Street, Pensacola, Florida 32502.

A handwritten signature in black ink, appearing to read "Scott Luth", with a long horizontal flourish extending to the right.

Scott Luth
CEO, FloridaWest Economic Development Alliance

FINANCIAL STATEMENTS

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF NET POSITION
SEPTEMBER 30, 2016**

ASSETS

	General Fund
	<u> </u>
Cash	\$ 748,393
Technology Park property, net	<u>5,850,000</u>
Total Assets	<u>\$ 6,598,393</u>

LIABILITIES AND NET POSITION

Liabilities:	
Accounts payable	\$ 1,414
Technology Park payable - County	<u>2,168,066</u>
Total liabilities	<u>2,169,480</u>
Commitments and Contingencies	--
Net Position:	
Restricted	61,198
Unrestricted:	
Committed	52,309
Unassigned	<u>4,315,406</u>
Total net position	<u>4,428,913</u>
Total Liabilities and Net Position	<u>\$ 6,598,393</u>

The accompanying notes are an integral
part of these financial statements.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2016**

	General Fund
Revenues:	
Intergovernmental - City	\$ 150,000
Intergovernmental - County	550,000
Total revenues	700,000
Expenses:	
Current -	
General government -	
Economic development	618,150
Audit and accounting	7,500
Miscellaneous	5,355
Total expenses	631,005
Change in Net Position	68,995
Net Position, October 1, 2015, as previously reported	4,382,090
Prior period adjustment	(22,172)
Net Position, October 1, 2015, as restated	4,359,918
Net Position, September 30, 2016	\$ 4,428,913

The accompanying notes are an integral
part of these financial statements.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2016**

	General Fund			Variance -
	Original Budget	Final Budget	Actual	Favorable (Unfavorable)
Revenues:				
Intergovernmental - City	\$ 120,000	\$ 150,000	\$ 150,000	\$ -
Intergovernmental - County	550,000	550,000	550,000	-
Investment income	400	400	-	(400)
Total revenues	<u>670,400</u>	<u>700,400</u>	<u>700,000</u>	<u>(400)</u>
Expenditures:				
Current -				
General government -				
Economic development	651,500	681,500	618,150	63,350
Audit and accounting	7,500	7,500	7,500	-
Contractual services - Foreign Trade Zone	2,000	2,000	-	2,000
Miscellaneous	9,400	9,400	5,355	4,045
Total expenditures	<u>670,400</u>	<u>700,400</u>	<u>631,005</u>	<u>69,395</u>
Excess of Revenues Over Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 68,995</u>	<u>\$ 68,995</u>

The accompanying notes are an integral
part of these financial statements.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2016**

ASSETS

	Deferred Compensation Fund
Investments	\$ 38,957
Total Assets	\$ 38,957

LIABILITIES AND NET POSITION

Liabilities	\$ -
Net Position:	
Held for retirement benefits	38,957
Total Liabilities and Net Position	\$ 38,957

The accompanying notes are an integral
part of these financial statements.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
YEAR ENDED SEPTEMBER 30, 2016**

	Deferred Compensation Fund
	<u> </u>
Additions:	
Investment income	\$ 3,009
	<u> </u>
Deductions:	
Deferred Compensation Fund withdrawals	9,600
	<u> </u>
Change in Net Position	(6,591)
Net Position, October 1, 2015	45,548
	<u> </u>
Net Position, September 30, 2016	\$ 38,957
	<u> </u>

The accompanying notes are an integral
part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. The Reporting Entity

The Pensacola-Escambia County Promotion and Development Commission (“the Commission”) was established by the Legislature of the State of Florida to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The Commission is governed by a nine member board consisting of representatives of the Board of County Commissioners of Escambia County, the City of Pensacola City Council, the Town of Century and the Greater Pensacola Chamber. The Commission is a joint venture of Escambia County and the City of Pensacola and is economically dependent on funding from these entities.

B. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Commission. The Commission’s fiduciary fund is not presented in the government-wide financial statements since by definition, the assets cannot be used to address activities or obligations of the Commission (i.e., the assets are being held for the benefit of retirees). Individual fund financial statements are provided for the fiduciary fund, even though it is excluded from the government-wide financial statements.

The basis of accounting refers to when revenues, expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

There are no material differences between the accrual basis of accounting and the modified accrual basis of accounting in the Commission's financial statements. Accordingly, separate financial statements have not been prepared for the General Fund.

The Commission reports the following funds:

Governmental Funds

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

Fiduciary Funds

The Deferred Compensation Fund is an expendable trust fund used to account for assets held by the Commission in a fiduciary capacity for a former employee.

C. General Budget Policies

The Board approves total budget appropriations only. Management is authorized to transfer budget amounts between department and object codes. However, any revisions that alter the total appropriations must be approved by the Board. Therefore, the level of budgetary responsibility is by total appropriations.

Formal budgetary integration is employed as a management device during the year.

D. Budgetary Basis of Accounting

The budget is prepared in accordance with generally accepted accounting principles.

The budget amounts shown in the financial statements are the final authorized amounts as amended during the year.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Restricted and Unrestricted Resources

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Commission's policy to use restricted resources first, then unrestricted resources as they are needed. Within the unrestricted category, committed resources are used first, then assigned resources, if any, followed by unassigned resources as needed. The Commission establishes (and modifies or rescinds) net asset commitments by passage of a Board of Directors resolution.

NOTE 2 - CASH AND INVESTMENTS

The investment of surplus funds is governed by the provisions of Section 218.415, Florida Statutes, as to the types of investments that can be made. Investments authorized by the statute include:

- (a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02.
- (d) Direct obligations of the U.S. Treasury.

The Commission has no investment policy that would further limit its investment choices.

Deposits:

Chapter 280, Florida Statutes, provides that deposits must be placed in a depository designated under the provisions of Chapter 136 and the regulations of the Department of Banking and Finance as a qualified public depository. As such, these deposits are considered to be fully insured.

The Commission's deposits at year end were entirely covered by federal depository insurance or pooled collateral held by the State Treasurer under the provisions of Chapter 280, Florida Statutes. At September 30, 2016, the carrying amount of the Commission's deposits was \$748,393 and the bank balance was \$748,735.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016**

NOTE 2 - CASH AND INVESTMENTS (Continued)

Investments:

The Commission categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The Commission's investment in the Deferred Compensation Fund includes a mutual fund totaling \$38,957 at September 30, 2016 and is valued using quoted market prices (Level 1 inputs).

NOTE 3 - DEFERRED COMPENSATION PLAN

In previous years, the Commission offered its employees a deferred compensation plan that permitted employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or permanent disability. The plan presently has no active participants and one retired participant.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or other beneficiary) solely the property and rights of the Commission (without being restricted to the provisions of benefits under the plan), subject only to the claims of the Commission's general creditors. Participants' rights under the plan are equal to those of general creditors of the Commission in an amount equal to the fair market value of the deferred account for each participant. Deferred compensation plan assets are solely invested in a mutual fund, the Oppenheimer Capital Appreciation Fund Class A, and are recorded at market value.

NOTE 4 - TECHNOLOGY PARK

In 2008, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County (the "County"), the City of Pensacola (the "City") and the Community Redevelopment Agency ("CRA") of the City of Pensacola to develop a Technology Park in downtown Pensacola. Pursuant to the Agreement, the County and the City conveyed certain property to the Commission with a fair value of \$6,900,000 and \$1,425,000, respectively. The development of the Technology Park has been completed and the property is now considered to be held for resale. During the year ended September 30, 2013, the Commission recorded a fair value adjustment of \$5,718,106 to account for a decrease in fair value of the Technology Park property.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016**

NOTE 4 - TECHNOLOGY PARK (Continued)

Under the Agreement, this property was conveyed to the Commission subject to a right of re-entry if certain goals were not met. The County provided a line of credit to fund development of the Technology Park infrastructure. Also, the County and City were to receive 83% and 17%, respectively, of the proceeds from sales of lots in the Technology Park after the County was reimbursed for all funding provided with the line of credit.

During 2013, the Agreement was amended so that County and City no longer require the Commission to reimburse the respective property interests conveyed unto it. The forgiveness of debt totaling \$4,069,512 was recorded in the statement of activities. Net proceeds from the sale of lots will be applied to the County line of credit until the line of credit is repaid in its entirety, at which time any additional proceeds from the sale of lots will remain with the Commission for future economic development projects. See Note 7 for further information.

Once eighty percent of the developable square footage of the Technology Park has been conveyed by the Commission to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Technology Park shall be applied to repayment of any remaining balance on the line of credit.

Infrastructure costs of \$3,243,106 have been capitalized, of which \$1,926,938 were funded by the County. The remaining infrastructure costs of \$1,316,168 were funded by a grant.

The following is a summary of the carrying value of the Technology Park property and the associated liability due to the County as of September 30, 2016:

	<u>County</u>	<u>City</u>	<u>Total</u>
Initial land conveyance	\$ 6,900,000	\$ 1,425,000	\$ 8,325,000
Infrastructure funded by County	1,926,938		1,926,938
Infrastructure funded by grant	<u>1,316,168</u>		<u>1,316,168</u>
Technology Park property at cost	<u>\$ 10,143,106</u>	<u>\$ 1,425,000</u>	11,568,106
Fair value adjustment			<u>(5,718,106)</u>
Technology Park property at fair value			5,850,000
Accrued interest and other			387,578
Forgiveness of debt			<u>(4,069,512)</u>
Technology Park payable			<u>\$ 2,168,066</u>

**PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016**

NOTE 5 - NET POSITION

Restricted net position includes \$61,198 contributed by the Emerald Coast Utilities Authority, which is restricted for economic development in the General Fund.

Committed net position includes \$52,309 of funds for future commerce park marketing and/or improvements.

NOTE 6 - RISK MANAGEMENT

The Commission is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. To mitigate some of those risks, the Commission maintains a directors and officers liability policy and a commercial general liability policy. There have been no losses for these risks in any of the prior three fiscal years, and the Commission is not aware of any material liabilities related to these risks as of September 30, 2016.

NOTE 7 - COMMITMENTS AND CONTINGENCIES

The Commission has engaged the Community Economic Development Association, Inc. d/b/a FloridaWest Economic Development Alliance to promote economic development for the year ending September 30, 2017 for a fee of \$570,000.

As discussed in Note 4, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County, the City of Pensacola and the Community Redevelopment Agency of the City of Pensacola to develop a Technology Park in downtown Pensacola. This Agreement was amended during 2013. Under the amended agreement, the City and County have a right of re-entry on the property if the Commission does not sell at least one lot or enter into a long-term lease, not less than 15 years in duration, of at least one lot by September 6, 2016.

As of September 30, 2016, the Commission has not yet sold or entered into a long-term lease for any of the Technology Park lots. However, neither the County nor the City had indicated that they will exercise their right of re-entry.

NOTE 8 - PRIOR PERIOD ADJUSTMENT

During the current year it was determined that master planning expenses of \$22,172 incurred in the prior year were not accrued as of September 30, 2015. Accordingly, beginning net position at October 1, 2015 has been reduced by \$22,172 to recognize the expense in the proper period.

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements, and have issued our report thereon dated December 9, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Pensacola, Florida
December 9, 2016

**INDEPENDENT ACCOUNTANT'S REPORT
ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES**

Board of Directors
Pensacola-Escambia County Promotion
And Development Commission
Pensacola, Florida

We have examined Pensacola-Escambia County Promotion and Development Commission's (the "Commission's") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2016. Management is responsible for the Commission's compliance with those requirements. Our responsibility is to express an opinion on the Commission's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Commission's compliance with those requirements and performing such procedures as we considered necessary in the circumstances. We believe that our examination provided a reasonable basis for our opinion. Our examination does not provide a legal determination on the Commission's compliance with specified requirements.

In our opinion, the Commission complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2016.

This report is intended solely for the information and use of the Commission and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida
December 9, 2016

MANAGEMENT LETTER

To the Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of the Pensacola-Escambia County Promotion and Development Commission (the "Commission"), as of and for the fiscal year ended September 30, 2016, and have issued our report thereon dated December 9, 2016.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*, and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated December 9, 2016, should be considered in conjunction with this management letter.

Prior Audit Finding

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings or recommendations were made in the preceding annual financial audit report.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The official title for the Pensacola-Escambia County Promotion and Development Commission is disclosed in the notes to the financial statements. The Pensacola-Escambia County Promotion and Development Commission was established by Chapters 67-1365 and 89-481, Laws of Florida. There are no component units.

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the Commission has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Commission did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Section 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Commission's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Sections 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Commission for the fiscal year ended September 30, 2016, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2016. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in cursive script, reading "Saltmarsh Cleveland & Lund".

Pensacola, Florida
December 9, 2016

Santa Rosa Island Authority
A Component Unit of Escambia County, Florida

**Financial Statements and
Supplementary Information**

September 30, 2016 and 2015



CRI CARR
RIGGS &
INGRAM

CPAs and Advisors

CRICPA.com

Santa Rosa Island Authority
Table of Contents
September 30, 2016

REPORT	
Independent Auditors' Report	1
FINANCIAL STATEMENTS	
Statements of Net Position	4
Statements of Activities	6
Statements of Cash Flows	7
Notes to Financial Statements	9
SUPPLEMENTAL INFORMATION	
<i>Required Supplementary Information</i>	
Schedule of Funding Progress - Other Postemployment Benefits	36
Schedule of Proportionate Share of Net Pension Liability – Florida Retirement System (Last 10 Fiscal Years)	37
Schedule of Contributions – Florida Retirement System (Last 10 Fiscal Years)	38
Schedule of Proportionate Share of Net Pension Liability – Health Insurance Subsidy Program (Last 10 Fiscal Years)	39
Schedule of Contributions – Health Insurance Subsidy Program (Last 10 Fiscal Years)	40
<i>Other Information</i>	
Schedules of Revenues and Expenses - Budget and Actual	41
Schedule of Expenditures of Federal Awards and State Financial Assistance	43
Report on Internal Control over Financial Reporting and on Compliance And Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	45
Independent Auditors' Report on Compliance for To Each Major Federal Program and Sate Project and Internal Control over Compliance Required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida	47
Schedule of Findings and Questioned Costs	49
Management Letter	52
Attestation Report on Compliance with Section 218.415 Florida Statutes	54



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INDEPENDENT AUDITORS' REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of Santa Rosa Island Authority, a component unit of Escambia County, Florida, (hereinafter referred to as "Authority"), as of and for the years ended September 30, 2016 and 2015, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Authority as of September 30, 2016 and 2015, and the changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter – New Interlocal Agreement

As discussed in Note 13 to the financial statements, in September 2015, Escambia County and the Authority entered into an interlocal agreement that had a significant impact on the nature and extent of the Authority's operations. Effective October 1, 2015, the Authority transferred all the responsibilities and obligations for the public works and public safety departments and functions on Santa Rosa Island to Escambia County. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of Funding Progress – Other Post-Employment Benefits, Schedules of Proportionate Share of Net Pension Liability, and Schedules of Contributions, as listed in the table of contents, be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management Discussion and Analysis that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Schedules of Revenues and Expenses – Budget and Actual are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards and State Financial Assistance is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and Chapter 10.550, Rules of the Auditor General, *Florida Single Audit Act Audits - Nonprofit and For-Profit Organizations*, and is not a required part of the basic financial statements.

The schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated February 1, 2017, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 1, 2017

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Net Position

<i>September 30,</i>	2016	2015
Assets		
Current assets		
Cash and short-term investments	\$ 3,529,468	\$ 4,069,700
Accounts receivable, net	266,591	444,956
Unbilled receivables	62,846	62,846
Due from other governments	2,987,290	66,650
Prepaid expenses	32,653	56,602
Total current assets	6,878,848	4,700,754
Noncurrent assets		
Capital funds contingency - cash	1,661,090	1,767,500
Cash and short-term investments - restricted	1,080,809	4,209,962
Investments - unrestricted	521,795	519,186
Capital assets, net	608,823	10,464,584
Total noncurrent assets	3,872,517	16,961,232
Deferred outflows of resources		
Pension	421,710	279,573
Total deferred outflows of resources	421,710	279,573
Total assets and deferred outflows of resources	\$ 11,173,075	\$ 21,941,559

(continued)

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Net Position

<i>September 30,</i>	2016	2015
Assets		
Current assets		
Cash and short-term investments	\$ 3,529,468	\$ 4,069,700
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Total deferred outflows of resources	421,710	279,573
Total assets and deferred outflows of resources	\$ 11,173,075	\$ 21,941,559

(continued)

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Net Position (Continued)

<i>September 30,</i>	2016	2015
Liabilities		
Current liabilities		
Accounts payable	\$ 255,283	\$ 161,854
Retainage payable	1,446,250	-
Accrued payroll	36,585	64,564
Other accrued liabilities	20,602	54,221
Due to Escambia County	65,271	18,996
Unearned revenue	491,931	274,647
Interagency loan - Escambia County	1,195,000	960,000
Total current liabilities	3,510,922	1,534,282
Noncurrent liabilities		
Compensated absences	70,217	278,603
Interagency loan - Escambia County	4,960,000	-
Net pension liability	1,064,546	1,169,323
Obligation for other postemployment benefits	75,192	192,635
Total noncurrent liabilities	6,169,955	1,640,561
Total liabilities	9,680,877	3,174,843
Deferred inflows of resources		
Deferred revenue	142,879	149,532
Pension	432,469	165,793
Unearned consideration fees	593,596	607,264
Total deferred inflows of resources	1,168,944	922,589
Net position		
Net investment in capital assets	608,823	10,464,584
Restricted for island improvements - Portofino	201,340	1,934,977
Restricted for Quietwater restoration - BP	175,379	175,379
Restricted for other	10,908	60,647
Unrestricted (deficit)	(673,196)	5,208,540
Total net position	323,254	17,844,127
Total liabilities, deferred inflows of resources, and net position	\$ 11,173,075	\$ 21,941,559

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Activities

<i>Years ended September 30,</i>	2016	2015
Operating revenues		
Lease fees		
Commercial	\$ 3,074,857	\$ 5,681,939
Residential	1,311,566	2,722,526
Interest income	15,879	35,938
Other operating revenue	77,564	241,290
Total operating revenues	4,479,866	8,681,693
Operating expenses		
Personal services	1,321,950	3,467,825
Contractual and professional services	316,068	424,236
Supplies	10,744	284,122
Repairs and maintenance	-	66,136
Utilities	29,473	321,164
Advertising and promotion	597,898	605,995
Capital outlay	205,226	497,363
Other operating expense	273,518	491,246
Total operating expenses before depreciation	2,754,877	6,158,087
Depreciation	45,724	1,096,936
Total operating expenses	2,800,601	7,255,023
Operating income	1,679,265	1,426,670
Non-operating revenues (expenses)		
Federal grant projects revenue	1,655,344	1,968,216
Federal grant projects expense	(1,655,344)	(1,968,216)
State grant projects revenue	7,433,344	200,088
Beach re-nourishment expenses	(14,866,688)	(161,136)
Deepwater Horizon Oil Spill income	-	420,109
BP Exploration & Production grant projects revenue	18,860	-
BP Exploration & Production grant projects expense	(21,000)	-
Island improvement expenses	(2,005,050)	(712,711)
Payments to Escambia County - fire and rescue	-	(200,000)
Interest expense	(101,957)	(119,752)
Other income	31,187	46,366
Non-operating revenues (expenses), net	(9,511,304)	(527,036)
<i>Special item</i> - Loss on disposal of operations	(9,688,834)	-
Change in net position	(17,520,873)	899,634
Net position, beginning of year	17,844,127	16,944,493
Net position, end of year	\$ 323,254	\$ 17,844,127

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Cash Flows

<i>Years ended September 30,</i>	2016	2015
Operating activities		
Cash received from lessees	\$ 4,637,910	\$ 8,699,013
Payments to vendors	(1,302,893)	(2,954,031)
Payments to employees	(1,533,395)	(3,462,777)
Net cash provided (used) by operating activities	<u>1,801,622</u>	<u>2,282,205</u>
Noncapital financing activities		
Payments to Escambia County	-	(306,043)
Interagency loan proceeds - Escambia County	6,375,000	2,125,000
Interagency loan repayments - Escambia County	(1,180,000)	(1,165,000)
Deepwater Horizon Oil Spill income received	-	420,109
Donations received	8,400	8,400
Interest payments	(101,957)	(119,752)
Receipts for other non-operating revenues	25,922	22,241
Payments for other non-operating expenses	(17,101,832)	(2,845,063)
Net cash provided (used) by noncapital financing activities	<u>(11,974,467)</u>	<u>(1,860,108)</u>
Capital and related financing activities		
Acquisition and construction of capital assets	(1,398)	(407,990)
Proceeds from sale of capital assets	15,725	15,725
Cash received from other governments	6,385,332	837,819
Payments on obligations under capital lease	-	(72,984)
Net cash provided (used) by capital and related financing activities	<u>6,399,659</u>	<u>372,570</u>
Investing activities		
Sales of investments	519,186	1,515,064
Purchase of investments	(521,795)	(519,186)
Net cash provided (used) by investing activities	<u>(2,609)</u>	<u>995,878</u>
Net change in cash and short-term investments	(3,775,795)	1,790,545
Cash and short-term investments, beginning of year	10,047,162	8,256,617
Cash and short-term investments, end of year	\$ 6,271,367	\$ 10,047,162

(continued)

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Cash Flows (Continued)

<i>Years ended September 30,</i>	2016	2015
Reconciliation of operating income to net cash provided (used) by operating activities		
Operating income	\$ 1,679,265	\$ 1,426,670
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
Depreciation	45,724	1,096,936
Other postemployment benefit obligation	5,158	20,023
Changes in operating assets and liabilities:		
Accounts and unbilled receivables	178,365	2,483
Prepaid expenses	23,949	21,188
Accounts payable	93,429	(186,916)
Accrued payroll	(27,979)	(3,262)
Other accrued liabilities	(33,619)	4,612
Due to Escambia County	46,275	(102,653)
Compensated absences	(208,386)	20,021
Net pension liability	19,762	(31,734)
Deferred revenue	(6,653)	28,525
Unearned consideration fees	(13,668)	(13,688)
Net cash provided (used) by operating activities	\$ 1,801,622	\$ 2,282,205
Cash reconciliation		
Cash and short-term investments	\$ 3,529,468	\$ 4,069,700
Capital funds contingency - cash	1,661,090	1,767,500
Cash and short-term investments - restricted	1,080,809	4,209,962
Cash and short-term investments, end of year	\$ 6,271,367	\$ 10,047,162

The accompanying notes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 1 - ORGANIZATION

The Santa Rosa Island Authority ("Authority"), exists pursuant to the provisions of Chapter 24500, Laws of Florida, Special Acts of 1947, as amended. The Authority is the governing body of a portion of Santa Rosa Island and consists of five members appointed by the Board of County Commissioners of Escambia County, and one member elected by the leaseholders of Santa Rosa Island. The Authority has been constituted a body corporate and an agency of Escambia County and, accordingly, meets the criteria of a component unit and will be included in the Basic Financial Statements of Escambia County, Florida.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Authority maintains its books and records under the accrual method of accounting. Under this method, revenues are recognized when earned rather than when received, and related expenses are recognized when they are incurred rather than when paid. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The Authority classifies fund equity into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets – This component of fund equity consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same fund equity component as the unspent proceeds.

Restricted – This component of fund equity consists of constraints placed on fund equity imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of fund equity consists of fund equity that does not meet the definition of "restricted" or "net investment in capital assets".

The Authority is accounted for as an enterprise fund. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs (expenses, including depreciation) of providing

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Authority complies with generally accepted accounting principles (GAAP) and applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the Authority are lease fees and related charges. Operating expenses of the Authority include personal services, contractual and professional services, supplies, repairs and maintenance, utilities, advertising and promotions, other expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Restricted Assets

Certain assets of the Authority are restricted for use by agreements with third-parties or by bond indenture; thus, they are not available to be used at management's discretion. These restrictions include contributions from other governments and assets restricted for beach re-nourishment and certain capital improvements as further discussed in Note 7.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

General Budget Policies

Prior to the beginning of each fiscal year, the Executive Director submits an operating budget to the Authority Board. The budget includes proposed expenses necessary for operation of the Authority and estimated revenues available to finance those expenses. Once approved by the Authority Board, the budget is submitted for approval by the Board of County Commissioners of Escambia County. The legal level of budgetary control is by total expenditures. Any amendments that alter total expenditures must be approved by the Authority Board and the Board of County Commissioners of Escambia County. All appropriations lapse at year end.

The budget is prepared on a basis that differs from generally accepted accounting principles as follows:

- A. The budget does not include a provision for depreciation expense or for gain or loss from disposal of capital assets.

**Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements**

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- B. The budget includes a provision for capital outlay, which is not included in the results of operations under generally accepted accounting principles, except for certain non-capital items expensed by the Authority.

Cash and Short-term Investments

For purposes of the statement of cash flows, the Authority considers all highly liquid debt instruments with a maturity of three months or less when purchased to be cash equivalents, excluding investments in the Local Government Surplus Funds Trust Fund Investment Pool.

Capital Assets

Capital assets are defined by the Authority as assets with an initial/individual cost of more than \$1,000 and an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Upon being placed into service, property, plant and equipment of the Authority are depreciated using the straight-line method over the estimated useful lives. Estimated useful lives for financial reporting purposes are as follows: transportation equipment, maintenance equipment, office equipment and miscellaneous: 3 – 10 years; parking lots, landscaping, sidewalks, boardwalks, outdoor lighting, piers, boat basin, boat ramp, and walkovers: 20 years; and streets, buildings and shelters: 30 – 40 years.

Compensated Absences

It is the Authority's policy to permit employees to accumulate a limited amount of earned but unused annual leave and, for those employees who have achieved retirement age or are entitled under a negotiated contract, a limited amount of earned but unused sick leave. Accordingly, the Authority records an accrual for earned but unused annual leave and sick leave.

Lease Fees

Lease fees, including consideration fees, are generally recognized as income over the lease term as it becomes receivable according to the provisions of the lease. Lease fees received but not yet earned according to the provisions of the lease are recorded as deferred revenue. The Authority has agreed to bill certain lease fees quarterly or monthly even though the full amount is due at the beginning of the renewal year. Amounts due from year-end through the lease renewal date are reflected as unbilled receivables on the accompanying Statements of Net Position.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statements of net position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The items that qualify for reporting in this category are the items related to the pension reported in the Statements of Net Position. The deferred outflows of resources related to pension and pension expense results from changes between the expected and actual expense, changes in assumptions, net difference between projected and actual earnings on FRS pension plan investments, changes in proportion and differences between Authority FRS contributions and proportionate share contributions, and Authority FRS contributions made subsequent to the measurement date.

In addition to liabilities, the statements of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has three items, deferred revenue, unearned consideration fees, and pension and the related expenses, which qualify for reporting in this category. Deferred revenue and unearned consideration fees result from the collection of revenues in advance of the year for which they are due. The deferred inflows of resources related to pension and pension expense results from changes between the expected and actual expense, changes in assumptions, net difference between projected and actual earnings on FRS pension plan investments, changes in proportion and differences between Authority FRS contributions and proportionate share contributions, and Authority FRS contributions made subsequent to the measurement date.

Other Post-Employment Benefits

The Authority utilizes uniform reporting standards for other postemployment benefit (OPEB) expense and related liabilities, note disclosures, and required supplementary information (RSI) in annual financial reports of governmental entities. See Note 11 for a description of the OPEB expenses and liabilities.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 3 – CASH AND INVESTMENTS

The Authority maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all of the Authority's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, *Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3)*.

The Authority is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others direct obligations of the U.S. Treasury; the Local Government Surplus Funds Trust Fund as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

The following is a summary of the Authority's investments:

<u>September 30,</u>	<u>2016</u>	<u>2015</u>	<u>Credit Risk</u>	<u>Maturities</u>
Certificate of deposit	\$ 521,795	\$ 519,186	not rated	03/20/17
Total investments	\$ 521,795	\$ 520,675		

As shown above, the District's investments held at September 30, 2016 consist of a certificate of deposit for which the maturity exceeded 90 days and therefore is not included as cash and short-term investments. The certificate earns interest at 0.60%. In accordance with GASB 72, *Fair Value Measurement and Application*, the certificate of deposit is considered a nonparticipating interest-earning investment contract and is appropriately reported in the financial statements at cost.

Concentration risk – The Authority places no limit on the amount the Authority may invest in any one issuer.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 3 – CASH AND INVESTMENTS (Continued)

Interest rate risk –The Authority does not have a formal policy for addressing interest rate risk; however, investments are made with discretion to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The Authority manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield rates.

Custodial credit risk – For an investment, custodial credit risk is the risk that the Authority will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Authority has no formal policy for custodial risk. None of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

NOTE 4 – CAPITAL ASSETS

The following is a summary of changes in the capital assets for the years ended September 30, 2016 and 2015:

<i>September 30,</i>	2015	Additions	Transfers and Retirements	2016
Other capital assets:				
Buildings	\$ 4,128,547	\$ -	\$ (3,018,275)	\$ 1,110,272
Other improvements	16,286,164	-	(16,275,357)	10,807
Equipment	1,869,219	1,398	(1,651,207)	219,410
Total other capital assets	22,283,930	1,398	(20,944,839)	1,340,489
Less accumulated depreciation for:				
Buildings	(1,454,734)	(36,080)	971,329	(519,485)
Other improvements	(8,939,289)	(206)	8,933,569	(5,926)
Equipment	(1,425,323)	(9,438)	1,228,506	(206,255)
Total other capital assets	(11,819,346)	(45,724)	11,133,404	(731,666)
Other capital assets, net	10,464,584	(44,326)	(9,811,435)	608,823
Total capital assets, net	\$ 10,464,584	\$ (44,326)	\$ (9,811,435)	\$ 608,823

As disclosed more fully in Note 13, The Authority disposed of capital assets with a net book value of approximately \$9.8 million as part of a transfer of operations to Escambia County.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 4 – CAPITAL ASSETS (Continued)

<i>September 30,</i>	2014	Additions	Transfers and Retirements	2015
Capital assets not being depreciated:				
Construction work in progress	\$ 188,226	\$ 260,822	\$ (449,048)	\$ -
Total capital assets not being depreciated	188,226	260,822	(449,048)	-
Other capital assets:				
Buildings	3,679,499	-	449,048	4,128,547
Other improvements	16,286,164	-	-	16,286,164
Equipment	1,777,697	147,168	(55,646)	1,869,219
Total other capital assets	21,743,360	147,168	393,402	22,283,930
Less accumulated depreciation for:				
Buildings	(1,322,943)	(131,791)	-	(1,454,734)
Other improvements	(8,190,940)	(748,349)	-	(8,939,289)
Equipment	(1,264,173)	(216,796)	55,646	(1,425,323)
Total other capital assets	(10,778,056)	(1,096,936)	55,646	(11,819,346)
Other capital assets, net	10,965,304	(949,768)	449,048	10,464,584
Total capital assets, net	\$ 11,153,530	\$ (688,946)	\$ -	\$ 10,464,584

NOTE 5 – LONG-TERM LIABILITIES

As described more fully in Note 12, the Authority has borrowed certain amounts from Escambia County. In addition, the Authority has a compensated absence liability for unpaid leave and in 2015 repaid in full an obligation under capital lease.

Changes in long-term liabilities were as follows:

<i>September 30,</i>	2015	Additions	Reductions	2016	Amount Due Within One Year
Compensated absences	\$ 278,603	\$ -	\$ (208,386)	\$ 70,217	\$ -
Interagency loan - Escambia County	960,000	6,375,000	(1,180,000)	6,155,000	1,195,000
	\$ 1,238,603	\$ 6,375,000	\$ (1,388,386)	\$ 6,225,217	\$ 1,195,000

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 5 – LONG-TERM LIABILITIES (Continued)

<i>September 30,</i>	2014	Additions	Reductions	2015	Amount Due Within One Year
Compensated absences	\$ 258,582	\$ 20,021	\$ -	\$ 278,603	\$ -
Interagency loan - Escambia County	-	2,125,000	(1,165,000)	960,000	960,000
Obligations under capital lease	72,984	-	(72,984)	-	-
	\$ 331,566	\$ 2,145,021	\$ (1,237,984)	\$ 1,238,603	\$ 960,000

Compensated absences consisted of the following:

<i>September 30,</i>	2016	2015
Accumulated unpaid annual leave	\$ 70,217	\$ 178,544
Accumulated unpaid sick leave	-	100,059
	\$ 70,217	\$ 278,603

NOTE 6 – LEASING ACTIVITIES

Substantially all of the Authority's revenue is derived from leasing activities. The Authority leases the land of Santa Rosa Island to residents and businesses on the Island but does not convey ownership.

The Authority's policy is to report all leases as operating leases since the land of the island is not recorded as an asset on the financial statements and the leases do not meet the criteria of a capital lease.

Most residential and many commercial leases are for a period of 99 years. Many of these 99-year leases have options to renew for another 99-year term. Some leases, particularly those for restaurants and concessions, are generally for a shorter period. Each lease provides that any construction on the premises must be performed within an established length of time, and detailed plans and specifications must be approved by the Authority before a building permit is issued. Failure to pay any rentals due or failure to comply with any other covenants of the lease constitutes a violation under the terms of the lease and the Authority may repossess the land and the improvements after required notice if the lessee fails to correct the default.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 6 – LEASING ACTIVITIES (Continued)

The following is a schedule of estimated future minimum rentals to be received under these leases for the periods ending September 30. In addition, certain leases have a provision that allows for an increase in minimum lease fees every five years in proportion to the consumer price index (CPI). During fiscal year 2010, the Board approved a CPI percentage increase of 6.5% for leases with an escalator clause. However, an effective date for the increase has not been established.

In August 2015, the Board of Directors approved a lease fee reduction policy based upon Escambia County, Florida taking over and assuming all monetary, operational, and administrative responsibilities for the Santa Rosa Island Authority Public Works and Public Safety Departments (see Note 12). As a result, effective October 1, 2015 all residential and commercial lease fees were reduced by 50%.

2017	\$ 1,852,371
2018	1,852,371
2019	1,852,371
2020	1,852,371
2021	1,852,371

The following is a schedule of the number of residential and commercial leaseholders as of:

September 30,	2016	2015
Residential	3,903	3,902
Commerical	191	183

NOTE 7 – RESTRICTED NET POSITION

Restricted net position is comprised of two primary components: Portofino island improvement funds and certain claim proceeds related to the BP oil spill. The Portofino restricted funds are derived from a portion of the Portofino lease and must be used for future Island improvements. As of September 30, 2016 and 2015, the restricted Portofino funds equal \$201,340 and \$1,934,977, respectively.

The Authority also considers certain funds received from BP relating to the Deepwater Horizon Oil Spill as restricted for the restoration of the Quietwater Beach area. These amounts total \$175,379 for both September 30, 2016 and 2015.

In addition to restricted net position, the Authority has also designated certain unrestricted net asset amounts for future contingencies. These amounts total \$1,661,090 and \$1,767,501 as of September 30, 2016 and 2015, respectively, and are included in Unrestricted net position on the accompanying Statement of Net Position.

**Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements**

NOTE 8 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority has established a self-insurance program to cover its risk of loss related to general liability claims and natural disasters. As of September 30, 2016 and 2015, the Authority has set aside \$1,661,090 and \$1,767,501, respectively, in contingency funds to cover any claims that may be filed or other emergencies for which cash flow, particularly in off-seasons, might not be sufficient to cover.

The sovereign immunity limits of the State of Florida restrict general liability claims to \$100,000. General liability claims above \$100,000 would have to be approved by the State Legislature. The Authority participates in the Escambia County self-insurance program to cover its risks of loss related to workers' compensation claims. The Authority pays an annual premium to the program for its coverage. Details of this self-insurance program can be found in the Escambia County, Florida Comprehensive Annual Financial Report. The Authority continues to carry commercial insurance for risks of loss, including property insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 9 – FEDERAL AND STATE GRANT PROJECTS

The Authority has entered into various grant agreements with the Federal Emergency Management Agency to fund the elevation of certain properties on Santa Rosa Island. The total of the award agreements approximates \$3.5 million, and the authority expended approximately \$1.5 million and \$1.65 million, respectively, during the years ended September 30, 2016 and 2015.

The Authority also has entered into a grant agreement totaling \$470,000 with the United States Department of the Interior for Sea Turtle Lighting for the period of October 1, 2014 through December 31, 2015. The grant requires a match of \$30,000. In December 2015, the performance and budget period for the grant agreement was extended through December 31, 2016.

In addition, the Authority has been awarded grant funds from the State of Florida for beach re-nourishment and restoration and preservation projects as well as for projects and enhancements benefiting Santa Rosa Island. The maximum amount to be received under the grant is \$8.5 million. The grant requires a match of \$8.5 million. As discussed in Note 12 to the financial statements, the Authority has entered into an interlocal agreement with Escambia County for an \$8.5 million loan for the project. During 2016, the Authority incurred approximately \$14.9 million of expenses related to this program. No significant expenses were incurred during 2015.

Revenue recognized under these grants totaled \$9,088,688 and \$2,168,304 for the years ended September 30, 2016 and 2015, respectively.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN

Florida Retirement System (FRS) - Defined Benefit Pension Plans

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the Authority are eligible to enroll as members of the State-administered FRS. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112 Part IV, Florida Statutes; Chapter 238, Florida Statutes; and Florida Retirement System Rules, Chapter 60S, Florida Administrative Code, wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' web site (<http://www.dms.myflorida.com>).

The Authority's pension expense totaled \$88,537 and \$115,650, respectively, for the years ended September 30, 2016 and 2015.

FRS Pension Plan

Plan Description

The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class – Members of the FRS who do not qualify for membership in the other classes.
- Elected County Officers Class – Members who hold specified elective offices in local government.
- DROP – Members who have elected to defer receipt of monthly benefit payments while continuing employment with an FRS employer.
- Reemployed Retiree

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members enrolled prior to July 1, 2011 are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Members of the Plan may include up to 4 years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

The following table shows the percentage value for each year of service credit earned:

<u>Class, Initial Enrollment, and Retirement Age/Years of Service</u>	<u>% Value</u>
<i>Regular Class members initially enrolled before July 1, 2011</i>	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
<i>Regular Class members initially enrolled on or after July 1, 2011</i>	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
<i>Elected County Officers</i>	3.00

Pension benefits of certain retirees and annuities are increased each July 1 by a cost-of-living adjustment. As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement. Terms of the benefits provided by the FRS Pension Plan may be amended only by the Florida Legislature with a change in the Statutes governing the Plan.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

Contributions

The Florida Legislature establishes contribution rates for participating employers. In addition, regular employees are required to contribute an amount equal to 3% of their salary to the plan. Contribution rates for 2015-16 and 2014-15 were as follows:

	Employee Required Contribution	Employer Required Contribution	Total Required Contribution
Regular employees:			
October 1, 2014 through June 30, 2015	3.00%	7.37%	10.37%
July 1, 2015 through June 30, 2016	3.00%	7.26%	10.26%
July 1, 2016 through September 30, 2016	3.00%	7.52%	10.52%
Employees in the Deferred Retirement Option Program (DROP):			
October 1, 2014 through June 30, 2015	n/a	12.28%	12.28%
July 1, 2015 through June 30, 2016	n/a	12.88%	12.88%
July 1, 2016 through September 30, 2016	n/a	12.99%	12.99%
Senior Management Service Class (SMSC):			
October 1, 2014 through June 30, 2015	3.00%	21.14%	24.14%
July 1, 2015 through June 30, 2016	3.00%	21.43%	24.43%
July 1, 2016 through September 30, 2016	3.00%	21.77%	24.77%

The Authority contributions to the Plan totaled \$53,050 and \$122,187 for the years ended September 30, 2016 and 2015.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2016 and 2015, the Authority reported a liability of \$691,797 and \$609,193, respectively, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016 and 2015, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2015 and 2014, respectively. The Authority's proportion of the net pension liability was based on the Authority's fiscal year 2016 and 2015 contributions relative to the FRS 2016 and 2015 fiscal year contributions of all participating members. At June 30, 2016 and 2015, the Authority's proportionate share was 0.00274% and 0.00472%, respectively.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

For the fiscal years ended September 30, 2016 and 2015, the Authority recognized pension expense of \$84,203 and \$72,530, respectively, related to the Plan. In addition, the Authority reported deferred outflows and inflows of resources related to pensions from the following sources:

September 30, 2016			
Description	Deferred Outflows of Resources		Deferred Inflows of Resources
Differences between expected and actual expense	\$	52,969	\$ 6,441
Change of assumptions		41,852	-
Net difference between projected and actual earnings on FRS pension plan investments		178,821	-
Changes in proportion and differences between Authority FRS contributions and proportionate share contributions		71,664	234,928
Authority FRS contributions subsequent to the measurement date (July 1, 2016 - September 30, 2016 contributions)		13,299	-
Total	\$	358,605	\$ 241,369

September 30, 2015			
Description	Deferred Outflows of Resources		Deferred Inflows of Resources
Differences between expected and actual expense	\$	64,313	\$ 14,448
Change of assumptions		40,434	-
Net difference between projected and actual earnings on FRS pension plan investments		-	145,466
Changes in proportion and differences between Authority FRS contributions and proportionate share contributions		92,011	-
Authority FRS contributions subsequent to the measurement date (July 1, 2015 - September 30, 2015 contributions)		28,940	-
Total	\$	225,698	\$ 159,914

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

The deferred outflows of resources related to pensions, totaling \$13,299, resulting from Authority contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2017. The deferred outflows of resources related to pensions, totaling \$28,940, for the year ended September 30, 2015, were recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2016.

Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,

2017	\$	13,648
2018		13,648
2019		83,363
2020		38,664
2021		(31,426)
Thereafter		(13,959)

Actuarial Assumptions

The total pension liability in the July 1, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Investment rate of return	7.60%, net of pension plan investment expense, including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB, with adjustments for mortality improvements based on Scale AA.

The actuarial assumptions used in the July 1, 2015, valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

In order to develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2015, the FRS Actuarial Assumptions conference reviewed long-term assumptions developed by multiple contracted capital markets assumptions teams. The table below shows resulting assumptions for each of the asset classes in which the plan was invested based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

based on a consistent set of underlying assumptions, an increase an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.00%	3.2%	3.1%	1.7%
Fixed Income	18.00%	4.8%	4.7%	4.7%
Global Equity	53.00%	8.5%	7.2%	17.7%
Real Estate (Property)	10.00%	6.8%	6.2%	12.0%
Private Equity	6.00%	11.9%	8.2%	30.0%
Strategic Investments	12.00%	6.7%	6.1%	11.4%
Total	100.00%			

Discount Rate

The discount rate used to measure the total pension liability was 7.60%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.60%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.60%) or 1% higher (8.60%) than the current rate.

	1% Decrease 6.60%	Current Discount Rate 7.60%	1% Increase 8.60%
Authority's proportionate share of net pension liability	\$ 1,273,645	\$ 691,797	\$ 207,485

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

HIS Pension Plan

Plan Description

The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided

For the fiscal years ended September 30, 2016 and 2015, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State administered retirement system must provide proof of health insurance coverage, which may include Medicare. Terms of the benefits provided by the HIS Pension Plan may be amended only by the Florida Legislature with a change in the Statutes governing the Plan.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2016 and 2015, the contribution rate was 1.26% of payroll pursuant to section 112.363, Florida Statutes. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized.

The Authority's contributions to the HIS Plan totaled \$15,725 and \$25,197 for the fiscal year ended September 30, 2016 and 2015, respectively.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2016 and 2015, the Authority reported a net pension liability of \$372,749 and \$560,130, respectively, for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2016 and 2015, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016. The Authority's proportionate share of the net pension liability was based on the Authority's 2016 and 2015 fiscal year contributions relative to the total FRS 2016 and 2015 fiscal year contributions of all participating members. At June 30, 2016 and 2015, the Authority's proportionate share was 0.00320% and 0.00549%, respectively.

For the fiscal years ended September 30, 2016 and 2015, the Authority recognized pension expense of \$4,334 and \$43,120, respectively, related to the Plan. In addition, the Authority reported deferred outflows and inflows of resources related to pensions from the following sources:

September 30, 2016			
Description	Deferred Outflows of Resources		Deferred Inflows of Resources
Differences between expected and actual expense	\$	-	\$ 849
Change of assumptions		58,494	-
Net difference between projected and actual earnings on HIS pension plan investments		188	-
Changes in proportion and differences between Authority HIS contributions and proportionate share contributions		1,676	190,250
Authority HIS contributions subsequent to the measurement date (July 1, 2016 - September 30, 2016 contributions)		2,747	-
Total	\$	63,105	\$ 191,099

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

September 30, 2015			
Description	Deferred Outflows of Resources	Deferred Inflows of Resources	
Change of assumptions	\$ 44,068	\$ -	
Net difference between projected and actual earnings on HIS pension plan investments	303	-	
Changes in proportion and differences between Authority HIS contributions and proportionate share contributions	1,998	5,879	
Authority HIS contributions subsequent to the measurement date (July 1, 2015 - September 30, 2015 contributions)	7,506	-	
Total	\$ 53,875	\$ 5,879	

The deferred outflows of resources related to pensions, totaling \$2,747, resulting from Authority contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2017. The deferred outflows of resources related to pensions, totaling \$7,506, resulting from Authority contributions to the HIS Plan, for the year ended September 30, 2015, were recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2016.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,

2017	\$ (20,373)
2018	(20,373)
2019	(20,409)
2020	(20,426)
2021	(20,910)
Thereafter	(28,254)

Actuarial Assumptions

The actuarial assumptions, based on the July 1, 2016 actuarial evaluation, are:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Municipal bond rate	2.85%

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 10 – PENSION PLAN (Continued)

Mortality rates were based on the Generational RP-2000 with Projected Scale BB.

While an experience study has not been completed for the plan, the actuarial assumptions that determined the total pension liability for the Plan were based on certain results of the recent experience study for the FRS Plan. The following changes in the actuarial assumptions occurred in 2016:

- The municipal rate used to determine total pension decreased from 3.80% to 2.85%.

Discount Rate

In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 2.85%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.85 percent) or 1-percentage-point higher (3.85 percent) than the current rate:

		Current		
	1% Decrease	Discount Rate	1% Increase	
	1.85%	2.85%	3.85%	
Authority's proportionate share of net pension liability	\$ 427,628	\$ 372,749	\$ 327,203	

Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS

The employees of the Authority participate in the benefit plans and programs of Escambia County, Florida (the "County"). Postemployment benefits are provided in the form of health insurance for retired participants at the same rate as active participants. This results in an implicit rate subsidy. In conjunction with GASB Statement No. 45 for the year ended September 30, 2016, the County

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS (Continued)

engaged an actuarial firm to determine the estimated obligation associated with the implicit rate subsidy postemployment benefit. The Authority's obligation was included in this actuarial estimation.

At October 1, 2015, the date of the latest actuarial valuation, plan participation of all Escambia County employees consisted of 2,446 OPEB plan participants and 285 retirees receiving benefits.

The Authority's covered payroll constituted approximately 0.96% and 2.71% for the years ended September 30, 2016 and 2015, respectively, of the total payroll costs for all entities included in the actuarial calculation. Accordingly, the County has allocated approximately 0.96% and 2.71% of the actuarially calculated amounts to the Authority in fiscal year 2016 and 2015, respectively.

The Authority is not required by law or other contractual agreement to provide funding for the implicit rate subsidy postemployment benefit other than the pay-as-you-go amount necessary to provide current benefits to retirees and eligible dependents and has therefore chosen to fund the OPEB obligation on a pay-as-you-go basis. For the years ended September 30, 2016 and 2015, the Authority contributed \$4,604 and \$13,813, respectively as funding of the OPEB obligations. This amount approximates the actual benefit payments made during each year (normal cost).

The Authority's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the year ended September 30, 2016 and the two preceding years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of OPEB Cost Contributed	Net OPEB Obligation
9/30/2016	\$ 9,762	47.16%	\$ 75,192
9/30/2015	33,835	40.82%	192,635
9/30/2014	33,503	42.95%	172,612

The Authority's annual OPEB cost (expense) is calculated based on the Annual Required Contribution (ARC) of the employer. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

Funding policy and status – As of October 1, 2015, the most recent actuarial valuation date, the plan was 0% funded. The actuarial accrued liability for benefits (AAL) was approximately \$103,000, and the actuarial value of assets was \$0, resulting in an unfunded actuarial accrued liability (UAAL) of \$103,000. The covered payroll (annual payroll of active employees covered by the OPEB plan) for the years ended September 30, 2016 and 2015 approximated \$829,000 and \$2.27 million, respectively, and the ratio of the UAAL to the covered payroll was 12% and 15%, respectively.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

Actuarial methods and assumptions: Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Projections of benefits for financial reporting purposes are based on substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. The OPEB-specific actuarial assumptions used in the actuarial valuation described below are consistent with those used by the Florida Retirement System actuary and adopted by the Florida Retirement System.

The actuarial methods are:

Actuarial cost method	Projected unit credit actuarial cost method
Amortization method:	Level percent of pay, open
Amortization period (closed)	30 years
Asset valuation method	Market value of assets on valuation date
Investment rate of return	4.0% compounded annually
Healthcare cost trend rate	7.50% reduced by decrements of 1.00% to .50% annually to an ultimate rate of 5.00% after 5 years

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

The following table shows the components of the Authority's OPEB cost for the year, the amount actually contributed to the plan, and changes in the Authority's net OPEB obligation relating to the implicit rate subsidy:

<i>For the year ended September 30,</i>	2016	2015
<u>Determination of Annual Required Contribution (ARC)</u>		
Normal cost at September 30	\$ 5,744	\$ 20,522
Amortization of UAAL	3,805	12,996
Annual required contribution	9,549	33,518
<u>Annual OPEB cost and net OPEB obligation</u>		
Annual required contribution (ARC)	9,549	33,518
Interest on net OPEB obligation	2,801	7,079
Adjustment to annual required contribution	(2,588)	(6,761)
Annual OPEB cost (expense)	9,762	33,836
Less: employer contributions made*	(4,604)	(13,813)
Increase in net OPEB obligation	5,158	20,023
Adjustment for employees transferred to Escambia County	(122,601)	-
Net OPEB obligation - beginning of year	192,635	172,612
Estimated net OPEB obligation - end of year	\$ 75,192	\$ 192,635

* actuarially estimated employer contributions

As discussed more fully in Note 13, the Authority transferred a significant portion of its operations and a significant number of its employees to Escambia County. As a result, the Authority adjusted its OPEB obligation relating to those employees. The adjustment is included as a component of the loss on disposal of operations.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 12 – RELATED PARTY TRANSACTIONS

The Authority reimburses Escambia County for Pensacola Beach trolley services, which totaled \$191,155 and \$127,460 for the years ended September 30, 2016 and 2015, respectively. In addition, the Authority pays Escambia County for its employees' workers' compensation insurance and health and life insurance. During the years ended September 30, 2016 and 2015, the Authority expended \$1,708 and \$73,795, respectively for workers' compensation insurance and \$100,342 and \$361,093, respectively for health and life insurance. The Authority also reimbursed the County \$200,000 per year for fire and rescue services during the year ended September 30, 2015. Total amounts due to the County at September 30, 2016 and 2015 equaled \$65,271 and \$18,996, respectively.

In September 2014, the Authority entered into interlocal agreement with Escambia County, whereby the County agreed to loan the Authority \$8.5 million for its beach re-nourishment and restoration project. The funds will be loaned to the Authority in four installments of \$2,125,000. The first payment will be issued upon the request of the Authority after the execution of the agreement. The remaining installment payments will be paid upon the Authority providing sufficient documentation that all draws issued to date were expended for project related expenses. The Authority will repay this loan from any and all available revenues over a seven year period to commence upon the effective date of this agreement. The first installment was requested from the County in October 2014, and the first loan repayment was made in that month as well.

Under the interlocal agreement, the Authority is scheduled to make annual principal and interest payments to Escambia each year through 2021 as follows:

<i>September 30,</i>	Principal	Interest	Total
2017	\$ 1,195,000	\$ 85,554	\$ 1,280,554
2018	1,215,000	68,944	1,283,944
2019	1,230,000	52,056	1,282,056
2020	1,250,000	34,959	1,284,959
2021	1,265,000	17,583	1,282,583
Total	\$ 6,155,000	\$ 259,096	\$ 6,414,096

During the year ended September 30, 2010, Escambia County and the Authority adopted an economic incentive plan for commercial leaseholders within the Authority. The Escambia County Board of County Commissioners approved the discontinuance of the program during fiscal year 2013. The remaining funds at September 30, 2014 totaling \$106,043 were refunded back to Escambia County during fiscal year 2015.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 13 – NEW INTERLOCAL AGREEMENT

In September 2015, Escambia County and the Authority entered into an interlocal agreement that had a significant impact on the nature and extent of the Authority's operations. The agreement calls for the Authority to transfer all the responsibilities and obligations for the public works and public safety departments and functions on Santa Rosa Island from the Authority to Escambia County effective October 1, 2015. In connection with this transfer, all Authority public works and public safety employees were transferred from employment with the Authority to employment with the County. In addition, the County assumed possession, ownership, control, and responsibility for all public works and public safety facilities and equipment. The County also assumed all legal rights, commitments, contracts, and other obligations in connection with the public works and public safety functions. During the year ended September 30, 2016, the Authority conveyed assets totaling \$9,811,435 to the County; remitted \$208,411 to the County to cover the accrued vacation and sick leave for the public works and public safety department employees; transferred \$49,098 for the maintenance of Morgan Park; and reduced its OPEB liability by \$122,601.

The Authority will remain responsible for all other functions on Santa Rosa Island including administration, finance, promotions and events, and environmental services. These functions will continue to be funded primarily through leasing activities. As described in Note 6, in connection with the agreement noted above, the Authority reduced its residential and commercial lease fees by 50%. At this time, management cannot determine the exact financial impact these changes will have on the Authority. In addition, other significant changes may occur in the foreseeable future.

NOTE 14 – COMMITMENTS AND CONTINGENCIES

Grants Contingencies

The Authority has received federal and state and BP Exploration & Production financial assistance for costs related to capital improvements and disaster assistance on Santa Rosa Island. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Authority. In the opinion of management, any such claims should not have a material adverse effect on the financial statements.

Deepwater Horizon Oil Spill

During the year ended September 30, 2015, the Authority settled its claim with BP relating to the Deepwater Horizon Oil Spill in April 2010. The Authority received \$420,109 net of costs and attorney fees, which is recorded as non-operating revenues on the accompanying Statement of Activities.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Notes to Financial Statements

NOTE 14 – COMMITMENTS AND CONTINGENCIES (Continued)

Litigation

The Authority is involved in various lawsuits and claims incidental to the normal course of its operations. In the opinion of management, the ultimate liability, if any, resulting from such litigation will not materially affect the financial position or results of operations of the Authority.

Windstorm

The insurance policy for windstorm coverage includes a deductible amount for named hurricane storms estimated at approximately \$49,000. In addition, the Authority's windstorm policy is underwritten by the State of Florida's Citizens Property Insurance Corporation (Citizens). In the event Citizens incurs a deficit that exceeds the amount collected via regular premiums, an emergency assessment may be levied. The Authority may be required to pay substantially more in insurance premiums relating to the year for which the emergency assessment is levied.

Commitments

In October 2016, the Authority entered into an agreement with C&M Dredging, Inc. totaling \$245,584 to provide all services required for the proper design, permitting, and construction of the Little Sabine Bay entrance channel maintenance dredging project.



Supplementary Information

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Funding Progress – Other Post-Employment Benefits

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
10/01/15	\$ -	\$ 102,972	\$ 102,972	0%	\$ 829,077	12%
10/01/14	-	337,013	337,013	0%	2,268,574	15%
10/01/13	-	337,013	337,013	0%	2,228,617	15%

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Proportionate Share of Net Pension Liability –
Florida Retirement System (Last 10 Fiscal Years)

	2016	2015	2014	2013
Authority's proportion of the net pension liability (asset)	0.0027398%	0.0047165%	0.0045340%	0.0039547%
Authority's proportionate share of the net pension liability (asset)	\$ 691,797	\$ 609,193	\$ 276,640	\$ 680,780
Authority's covered - employee payroll	\$ 700,715	\$ 1,681,563	\$ 1,641,364	\$ 1,589,536
Authority's proportionate share of the net pension liability (asset) as a percentage of its own covered-employee payroll	98.7%	36.2%	16.9%	42.8%
FRS Plan fiduciary net position as a percentage of the total pension liability	84.88%	92.00%	96.09%	88.45%

Note: Data was unavailable prior to 2013.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Florida Retirement System (Last 10 Fiscal Years)

	2016	2015	2014	2013
Contractually required contribution	\$ 53,050	\$ 122,187	\$ 113,898	
Contributions in relation to the contractually required contribution	53,050	122,187	113,898	
Contribution deficiency (excess)	\$ -	\$ -	\$ -	
Authority's covered-employee payroll	\$ 700,715	\$ 1,681,563	\$ 1,641,364	
Contributions as a percentage of covered- employee payroll	7.6%	7.3%	6.9%	

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Health Insurance Subsidy Program (Last 10 Fiscal Years)

	2016	2015	2014	2013
Authority's proportion of the net pension liability (asset)	0.0031983%	0.0054923%	0.0054666%	0.0055601%
Authority's proportionate share of the net pension liability (asset)	\$ 372,749	\$ 560,130	\$ 511,138	\$ 484,077
Authority's covered - employee payroll	\$ 700,715	\$ 1,681,563	\$ 1,641,364	\$ 1,589,536
Authority's proportionate share of the net pension liability (asset) as a percentage of its own covered-employee payroll	53.2%	33.3%	31.1%	30.5%
FRS Plan fiduciary net position as a percentage of the total pension liability	0.97%	0.50%	0.99%	1.78%

Note: Data was unavailable prior to 2013.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Health Insurance Subsidy Program (Last 10 Fiscal Years)

	2016	2015	2014	2013
Contractually required contribution	\$ 15,725	\$ 25,197	\$ 23,770	
Contributions in relation to the contractually required contribution	15,725	25,197	23,770	
Contribution deficiency (excess)	\$ -	\$ -	\$ -	
Authority's covered-employee payroll	\$ 700,715	\$ 1,681,563	\$ 1,641,364	
Contributions as a percentage of covered-employee payroll	2.2%	1.5%	1.4%	

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedules of Operating Revenues and Expenses – Budget and Actual

<i>Year ended September 30,</i>		2016			
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget	Variance Favorable (Unfavorable)
Operating revenues					
Lease fees					
Commercial	\$ 3,074,857	\$ -	\$ 3,074,857	\$ 2,503,605	\$ 571,252
Residential	1,311,566	-	1,311,566	1,363,688	(52,122)
Interest income	15,879	-	15,879	-	15,879
Other operating revenue	77,564	-	77,564	-	77,564
Total operating revenues	4,479,866	-	4,479,866	3,867,293	612,573
Operating expenses					
Personal services	1,321,950	-	1,321,950	1,450,146	128,196
Contractual and professional services	316,068	-	316,068	552,700	236,632
Supplies	10,744	-	10,744	22,525	11,781
Utilities	29,473	-	29,473	35,500	6,027
Advertising and promotion	597,898	-	597,898	717,850	119,952
Capital outlay	205,226	1,398	206,624	1,611,900	1,405,276
Other operating expense	273,518	-	273,518	284,440	10,922
Total operating expenses before depreciation	2,754,877	1,398	2,756,275	4,675,061	1,918,786
Depreciation	45,724	(45,724)	-	-	-
Total operating expenses	2,800,601	(44,326)	2,756,275	4,675,061	1,918,786
Operating income (loss)	1,679,265	44,326	1,723,591	(807,768)	2,531,359
Non-operating revenues (expenses)					
Federal grant projects revenue	1,655,344	-	1,655,344	-	1,655,344
Federal grant projects expense	(1,655,344)	-	(1,655,344)	-	(1,655,344)
State grant projects revenue	7,433,344	-	7,433,344	-	7,433,344
Beach re-nourishment expenses	(14,866,688)	-	(14,866,688)	-	(14,866,688)
BP Exploration & Production grant projects revenue	18,860	-	18,860	-	18,860
BP Exploration & Production grant projects expense	(21,000)	-	(21,000)	-	(21,000)
Island improvement funds	(2,005,050)	-	(2,005,050)	-	(2,005,050)
Interest expense	(101,957)	-	(101,957)	-	(101,957)
Other income	31,187	-	31,187	40,000	(8,813)
Net non-operating revenues (expenses)	(9,511,304)	-	(9,511,304)	40,000	(9,551,304)
Special item - Loss on disposal of operations	(9,688,834)	-	(9,688,834)	-	(9,688,834)
Change in net position	\$ (17,520,873)	\$ 44,326	\$ (17,476,547)	\$ (767,768)	\$ (16,708,779)

(continued)

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedules of Operating Revenues and Expenses – Budget and Actual
(Continued)

<i>Year ended September 30,</i>	2015				
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget	Variance Favorable (Unfavorable)
Operating revenues					
Lease fees					
Commercial	\$ 5,681,939	\$ -	\$ 5,681,939	\$ 4,792,511	\$ 889,428
Residential	2,722,526	-	2,722,526	2,727,375	(4,849)
Interest income	35,938	-	35,938	-	35,938
Other operating revenue	241,290	-	241,290	-	241,290
Total operating revenues	8,681,693	-	8,681,693	7,519,886	1,161,807
Operating expenses					
Personal services	3,467,825	-	3,467,825	3,926,121	458,296
Contractual and professional services	424,236	-	424,236	768,594	344,358
Supplies	284,122	-	284,122	428,520	144,398
Repairs and maintenance	66,136	-	66,136	88,860	22,724
Utilities	321,164	-	321,164	409,972	88,808
Advertising and promotion	605,995	-	605,995	723,100	117,105
Capital outlay	497,363	407,990	905,353	1,817,000	911,647
Other operating expense	491,246	-	491,246	633,240	141,994
Total operating expenses before depreciation	6,158,087	407,990	6,566,077	8,795,407	2,229,330
Depreciation	1,096,936	(1,096,936)	-	-	-
Total operating expenses	7,255,023	(688,946)	6,566,077	8,795,407	2,229,330
Operating income (loss)	1,426,670	688,946	2,115,616	(1,275,521)	3,391,137
Non-operating revenues (expenses)					
Federal grant projects revenue	1,968,216	-	1,968,216	-	1,968,216
Federal grant projects expense	(1,968,216)	-	(1,968,216)	-	(1,968,216)
State grant projects revenue	200,088	-	200,088	-	200,088
Deepwater Horizon Oil Spill income	420,109	-	420,109	-	420,109
Beach re-nourishment expenses	(161,136)	-	(161,136)	-	(161,136)
Island improvement funds	(712,711)	-	(712,711)	-	(712,711)
Payments to Escambia County - Fire and rescue	(200,000)	-	(200,000)	(200,000)	-
Interest expense	(119,752)	-	(119,752)	-	(119,752)
Other income	46,366	-	46,366	50,000	(3,634)
Net non-operating revenues (expenses)	(527,036)	-	(527,036)	(150,000)	(377,036)
Change in net position	\$ 899,634	\$ 688,946	\$ 1,588,580	\$ (1,425,521)	\$ 3,014,101

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Expenditures of Federal Awards and State Financial Assistance
For the Year Ended September 30, 2016

Federal/State Grantor Pass-through Grantor Federal Program Title	CFDA/ CFSA Number	Contract Number	Total Expenditures
Federal Awards			
<u>U.S. Department of Interior</u>			
Natural Resource Damage Assessment, Restoration and Implementation	16.568	F14AC01123	\$ 148,365
Total U.S. Department of Interior			148,365
<u>Federal Emergency Management Agency</u>			
Passed through State of Florida Department of Emergency Management			
Severe Repetitive Loss Grant Program	97.110	SRL2012-002	198,739
Flood Mitigation Assistance Grant	97.029	FMA2013-020	1,308,240
Total Federal Management Agency			1,506,979
Total expenditures of federal awards			1,655,344
State Assistance			
<u>Department of Environmental Protection</u>			
Beach Management Funding Assistance Program	37.003	140126	7,433,344
Total Department of Environmental Protection			7,433,344
Total expenditures of state financial assistance			7,433,344
Total expenditures of federal awards and state financial assistance			\$ 9,088,688

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Expenditures of Federal Awards and State Financial Assistance
For the Year Ended September 30, 2016

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards and state financial assistance (the "Schedule") includes the federal and state grant activity of Santa Rosa Island Authority under programs of the federal government and State of Florida for the year ended September 30, 2016. The information in this schedule is presented in accordance with requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General, *Florida Single Audit Act Audits – Nonprofit and For-Profit Organizations*. Because the schedule presents only a selected portion of the operations of Santa Rosa Island Authority, it is not intended to and does not present the financial position, changes in net assets or cash flows of Santa Rosa Island Authority.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.



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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Santa Rosa Island Authority
Pensacola, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Santa Rosa Island Authority (hereinafter referred to as the "Authority"), as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated February 1, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a deficiency in internal control, IC 2007-001, described in the accompanying schedule of findings and questioned costs that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Santa Rosa Island Authority's Response to Findings

Santa Rosa Island Authority's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs on page 51. Santa Rosa Island Authority's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 1, 2017



Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
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Miramar Beach, Florida 32550

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Directors
Santa Rosa Island Authority
Pensacola, Florida

Report on Compliance for Each Major Federal and State Program

We have audited Santa Rosa Island Authority's compliance with the types of compliance requirements described in the *OMB Compliance Supplement*, and the requirements described in the *Executive Office of the Governor's State Projects Compliance Supplement*, that could have direct and material effect on each of Santa Rosa Island Authority's major federal programs and state projects for the year ended September 30, 2016. Santa Rosa Island Authority's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of federal and state statutes, regulations, and the terms and conditions of its federal awards and state assistance applicable to its federal programs and state projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Santa Rosa Island Authority's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General, *Florida Single Audit Act Audits - Nonprofit and For-profit Organizations*. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state projects occurred. An audit includes examining, on a test basis, evidence about Santa Rosa Island Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of Santa Rosa Island Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, Santa Rosa Island Authority, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2016.

Report on Internal Control over Compliance

Management of Santa Rosa Island Authority, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Santa Rosa Island Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program or state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Santa Rosa Island Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 1, 2017

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Findings and Questioned Costs
Federal Programs and State Financial Assistance Projects
For the Year Ended September 30, 2016

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Santa Rosa Island Authority.
2. One material weakness related to the audit of the financial statements is reported in the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based On An Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Santa Rosa Island Authority, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No material weaknesses in internal control over major federal award programs or state projects are reported in the Report on Compliance for Each Major Federal Program and State Project and on Internal Control Over Compliance Required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida.
5. The auditors' report on compliance for the major federal awards and state projects for Santa Rosa Island Authority expresses an unmodified opinion.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The following were tested as major programs or projects:

Federal Program	CFDA #	Expenditures
Flood Mitigation Assistance Grant	97.029	\$ 1,308,240
State Project	CFSA #	Expenditures
Beach Management Funding Assistance Program	37.003	\$ 7,433,344

8. The threshold for distinguishing Type A and B programs/projects was \$750,000 for major federal programs and state projects.
9. Santa Rosa Island Authority did not qualify as a low-risk auditee pursuant to the Uniform Guidance.

**Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Findings and Questioned Costs
Federal Programs and State Financial Assistance Projects
For the Year Ended September 30, 2016**

Findings Related To The Financial Statements That Are Required To Be Reported Under Generally Accepted Government Auditing Standards (GAGAS)

The results of our audit of Santa Rosa Island Authority disclosed a finding required to be reported in accordance with GAGAS. Finding 2007-001 is detailed on page 51.

Findings And Questioned Costs For Major Federal Programs And For Major State Projects

The results of our audit of Santa Rosa Island Authority disclosed no findings required to be reported under the provisions of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and Chapter 10.550, *Rules of the Auditor General, Florida Single Audit Act Audits - Nonprofit and For-Profit Organizations*.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Findings and Questioned Costs
Federal Programs and State Financial Assistance Projects
For the Year Ended September 30, 2016

Finding IC2007-001: Financial Reporting

Criteria: Rules 10.557(3)(i) and 10.556(3) of the Florida Auditor General, along with other rules and laws, require that the Authority's financial statements be in accordance with the *GASB Codification of Governmental Accounting and Financial Reporting Standards*. The statements should be prepared in accordance with generally accepted accounting principles (GAAP).

Condition: One of the principal methods that a government uses to document accountability for public resources it receives and uses is by the information included in its financial statements. As such, Authority personnel should ensure that the financial information is accurate. CRI has provided significant assistance in drafting the financial statements, particularly in complex areas such as pensions and other post-employment benefit obligations. In addition, during our audit procedures, while most areas were prepared accurately and correctly, audit adjusting entries were required to correct certain items. These include:

- The balances for grant revenue, deferred revenue and grant receivables were not adjusted to account for current year activity.
- Certain retainage payable balances were not recorded as liabilities.
- Equity component balances required adjustment and certain prior year audit adjustments had not been recorded.

Cause: The above adjustments occurred mainly as a result of simple errors. We were able to identify the necessary adjustments during our audit procedures to ensure the Authority's financial statements and supplementary information were properly reported, and Authority personnel accepted these adjustments. However, our audit procedures cannot substitute for management's responsibility to ensure that the Authority's financial statements are completely accurate.

Effect: The Authority's financial statements could contain inaccuracies.

Recommendation: The Authority should improve its financial reporting procedures to ensure that financial statement account balances and transactions are properly reported. Such procedures may include enhanced review to ensure accuracy of the financial statements.

Management's response: The costs of internally preparing the financial statements outweigh the benefit; therefore the Authority will continue to have Carr, Riggs & Ingram, LLC assist in drafting the financial statements.



Carr, Riggs & Ingram, LLC
Certified Public Accountants
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MANAGEMENT LETTER

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CRlcpa.com

To the Board of Directors and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of the Santa Rosa Island Authority ("Authority") as of and for the fiscal year ended September 30, 2016, and have issued our report thereon dated February 1, 2017.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated February 1, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The item identified as IC2007-001 in the auditors' report on internal control over financial reporting and compliance was included in the preceding annual audit report. The Authority has determined that correcting the weakness noted in the prior year is not a cost-effective use of resources. This comment was also included in the second preceding fiscal year

audit report. The Authority's response to the comment identified in our audit is described on page 51.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 1, 2017



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Certified Public Accountants
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INDEPENDENT ACCOUNTANT'S REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

We have examined Santa Rosa Island Authority's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2016. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2016.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 1, 2017



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-11694

Clerk & Comptroller's Report 15. 3.

BCC Regular Meeting

Consent

Meeting Date: 02/16/2017

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. Approve the Minutes of the Pensacola City Council and Escambia County Board of Commissioners Joint Session held January 30, 2017;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 2, 2107; and

C. Approve the Minutes of the Regular Board Meeting held February 2, 2017.

Attachments

20170202 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD FEBRUARY 2, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 10:49 a.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
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 February 2, 2107, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;
 - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report;
 - F. Commissioner Robinson reviewed his add-on items; and
 - G. Commissioner Underhill reviewed his add-on item.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11524

Growth Management Report 15. 1.

BCC Regular Meeting

Action

Meeting Date: 02/16/2017

Issue: Action Item - Graystone Final Plat

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Graystone Estates Permit FP#150300009

That the Board take the following action concerning recording of the Final Plat of Graystone Estates, Phase 1, (a 26-lot single family residential subdivision), located in the Farm Hill Community on Nowak Road and Upland Road. Owned and developed by Northern Gulf Nowak, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording; and

B. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement Without Surety and a Drainage and Access Easement Deed.

BACKGROUND:

The preliminary plat was approved on January 6, 2016. Construction Plans were approved on March 9, 2016. A Development Order by the Development Review Committee for Final Plat Recommendation to the Board of County Commissioners was issued on February 1, 2017. The Development Services Department inspected the improvements on January 31, 2017 and found improvements substantially complete and in accordance with applicable County requirements. An executed Drainage and Access Easement Deed and a Two-Year Warranty Agreement Without Surety will be recorded with the final plat. Staff has reviewed the final plat and associated documents.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. A Two-Year Warranty Agreement Without Surety was reviewed and approved by Meredith Crawford on December 13, 2016.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect no additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Surveyor, the plat and associated documents will be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer's engineer and surveyor, County Road Department, County Engineer, County Surveyor, County Building Inspections and Development Services Department.

Attachments

Final Plat

2 Year Warranty Agreement

Vicinity/Location Map

Drainage and Access Easement Deed

Prepared by:

Rebol-Battle & Associates, LLC

2301 N. 9th Ave. Ste 300

Pensacola, FL 32503

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Limited Liability Company)**

This Two-Year Warranty Agreement (Agreement) is entered by and between Northern Gulf Nowak, LLC, a limited liability company organized under the laws of the State of Florida whose address is P.O. Box 12204 Pensacola, FL 32591 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Graystone Estates Subdivision (Phase 1) Development, more particularly described as follows:

See Exhibit A (Legal Description) for Graystone Estates Subdivision (Phase 1) PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Blake McKinney
Blake McKinney
(printed name)

DEVELOPER/OWNER:

Northern Gulf Nowak, LLC
(name of limited liability company)

WITNESS:

Paul Battle
Paul Battle
(printed name)

By:

James D. Homyak
(signature)
JAMES D. Homyak
(printed name)

(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of November, 2016, by Jim Homyak as MANAGING MEMBER (select one title: Manager/Member/Managing Member) of Northern Gulf Nowak, LLC (name of limited liability company). He/She (☒) is personally known to me, or (☐) has produced _____ as identification.



Julie Jane Franklin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF986787
Expires 4/27/2020

Julie Jane Franklin
Signature of Notary
Julie Jane Franklin
Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

**ENGINEER OF RECORD (optional – remove this
signature section if not signed by engineer):**

By: _____

Title: _____

Address: _____

____ day of _____, 20____

PRIME CONTRACTOR (optional – remove this

By: _____

Title: _____

Address: _____

____ day of _____, 20____

**Escambia County, through its Board of County
Commissioners**

By: _____
_____, Chairman

____ day of _____, 20____

Approved as to form and legal
sufficiency.

By/Title: M Crawford ACA
Date: 12/13/2016

Exhibit A
Legal Description of Development

**NOTE: ATTACH AN EXHIBIT A LEGAL DESCRIPTION WHICH MATCHES THE FINAL PLAT AND
INDICATE WHO PREPARED THE EXHIBIT A**

Prepared by: Rebol-Battle & Associates, LLC

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

BLOCK A:

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1321.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 87°09'38" EAST FOR A DISTANCE OF 33.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE, PROCEED SOUTH 87°09'38" EAST FOR A DISTANCE OF 200.00 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED SOUTH 02°39'05" WEST FOR A DISTANCE OF 931.86 FEET; THENCE PROCEED NORTH 87°20'55" WEST FOR A DISTANCE OF 175.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 42°20'55" WEST, 35.36 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY AND THE EAST RIGHT-OF-WAY LINE OF SAID NOWAK ROAD; THENCE PROCEED NORTH 02°39'05" EAST ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 907.52 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 4.28 ACRES MORE OR LESS.

BLOCK B:

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1321.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE CONTINUE SOUTH 02°39'05" WEST FOR A DISTANCE OF 1949.62 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NOWAK ROAD (66' RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE PROCEED NORTH 02°39'05" EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 912.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 47°39'05" EAST, 35.36 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 175.00 FEET; THENCE SOUTH 02°39'05" WEST FOR A DISTANCE OF 895.69 FEET TO THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6736 AT PAGE 530 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; THENCE PROCEED SOUTH 09°12'48" WEST ALONG THE SAID WEST LINE FOR A DISTANCE OF 42.15 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY); THENCE PROCEED NORTH 87°10'54" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 195.18 FEET TO THE INTERSECTION OF THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD AND THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF NOWAK ROAD AND TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 4.27 ACRES MORE OR LESS.

BLOCK C:

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1321.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE CONTINUE SOUTH 02°39'05" WEST FOR A DISTANCE OF 1982.53 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 87°10'54" EAST ALONG THE SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 FOR A DISTANCE OF 408.82 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 212.03 FEET; THENCE PROCEED SOUTH 87°10'54" EAST FOR A DISTANCE OF 29.71 FEET; THENCE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 181.55 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 36°47'04" AND A CHORD BEARING AND DISTANCE OF NORTH 63°02'36" EAST, 31.55 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 32.10 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 48°08'41" AND A CHORD BEARING AND DISTANCE OF NORTH 88°44'46" EAST, 20.39 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 21.01 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 87°10'54" EAST FOR A DISTANCE OF 213.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°10'54" EAST, 35.36 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST FOR A DISTANCE OF 347.57 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 47°49'08" WEST, 35.36 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY AND TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD; THENCE PROCEED NORTH 87°10'54" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 289.00 FEET TO THE POINT OF BEGINNING.

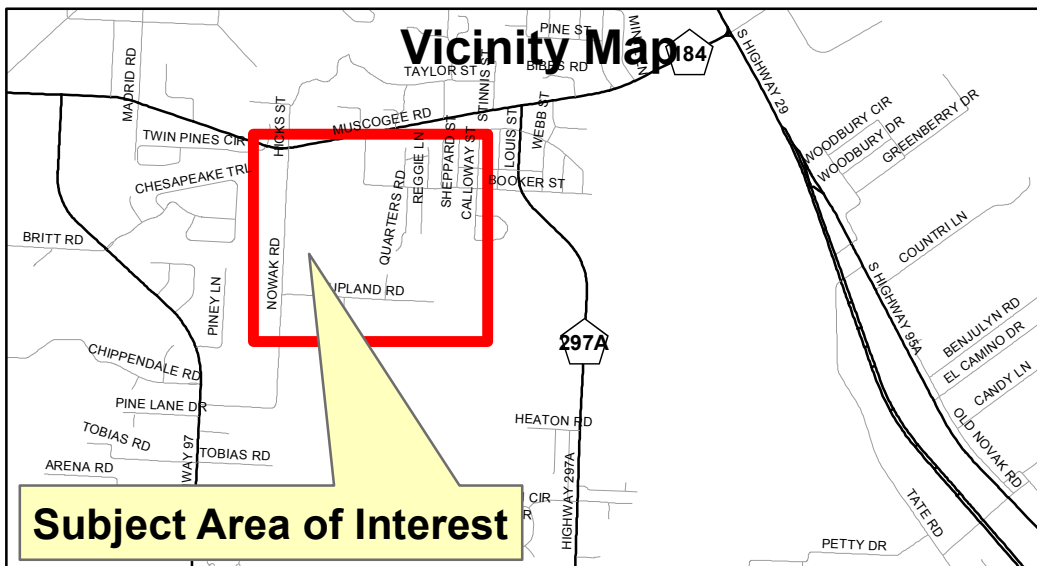
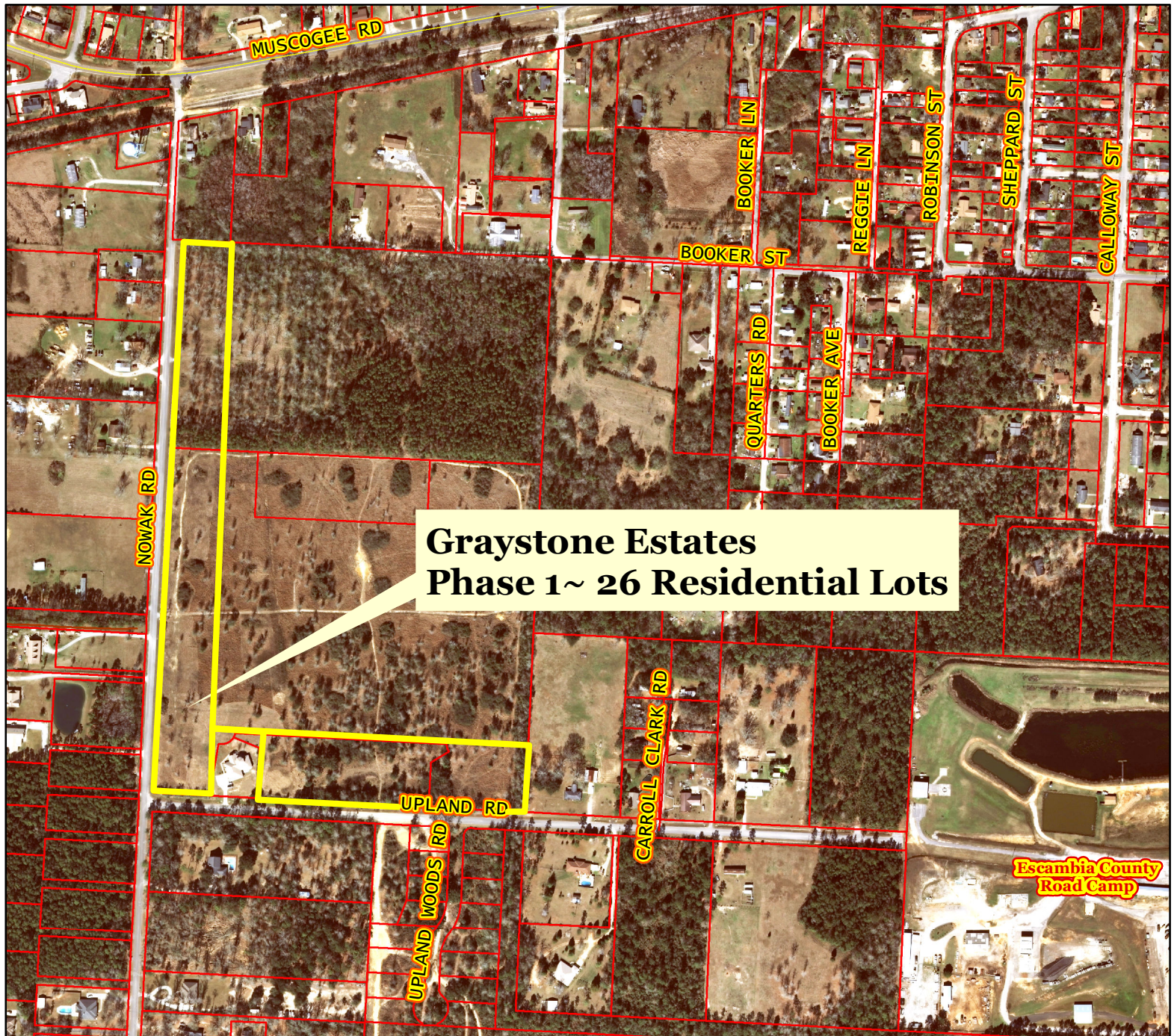
LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 2.71 ACRES MORE OR LESS.

BLOCK D:

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1321.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE CONTINUE SOUTH 02°39'05" WEST FOR A DISTANCE OF 1982.53 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 87°10'54" EAST ALONG THE SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 FOR A DISTANCE OF 1323.07 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 02°45'23" EAST ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 FOR A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY) AND THE POINT OF BEGINNING; PROCEED NORTH 87°10'54" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD FOR A DISTANCE OF 495.22 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 42°10'54" WEST, 35.36 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 347.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 47°49'08" EAST, 35.36 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 87°10'54" EAST FOR A DISTANCE OF 257.96 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 48°11'23" AND A CHORD BEARING AND DISTANCE OF SOUTH 63°05'12" EAST, 20.41 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 21.03 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 84°14'17" AND A CHORD BEARING AND DISTANCE OF SOUTH 81°06'39" EAST, 67.07 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 73.51 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 36°58'26" EAST FOR A DISTANCE OF 237.05 FEET TO THE AFOREMENTIONED EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE PROCEED SOUTH 02°45'23" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 200.00 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF UPLAND ROAD AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 4.32 ACRES MORE OR LESS

Final Plat of Graystone Estates, Phase 1



Prepared by and upon recording return to:
Kerry Anne Schultz, Esquire
Fountain, Schultz & Associates, P.L.
2045 Fountain Professional Court, Suite A
Navarre, Florida 32566

DRAINAGE AND ACCESS EASEMENT

THIS DRAINAGE AND ACCESS EASEMENT is made the 31 day of January, 2017, by and between NORTHERN GULF NOWAK, L.L.C., a Florida limited liability company, whose post office address is PO Box 12204, Pensacola, Florida 32501, ("Grantor"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, ("Grantee").

WITNESSETH

WHEREAS, Grantee proposes to construct and/or maintain a drainage and access easement across real property located in Section 16, Township 01 North, Range 31 West, Escambia County, Florida; and

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

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, an exclusive perpetual Eighty Foot Drainage and Access Easement for drainage purposes, including the construction and maintenance of culverts, manholes, catch basins, storm sewers and drainage ditches, together with all appurtenances as determined reasonable by the Grantee incident thereto in, over, under and upon the parcel of land, including but not limited to the right to enter upon the land for construction, maintenance and repair of such drainage system and to remove any material or objects as determined reasonable by the Grantee incident thereto, which land is situated in Escambia County, Florida, and described as follows:

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

80' WIDE PUBLIC DRAINAGE/ACCESS EASEMENT

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 3304.21 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 87°10'54" EAST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 FOR A DISTANCE OF 697.82 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 33.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY ALSO BEING THE NORTH RIGHT-OF-WAY (R/W) LINE OF UPLAND ROAD (66' R/W) AND THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 47°49'06" EAST, 35.36 FEET; THENCE DEPARTING SAID NORTH R/W LINE PROCEED NORTHEASTERLY ALONG ARC OF SAID CURVED WEST R/W LINE OF A FUTURE 80' WIDE PUBLIC R/W FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 02°49'06" EAST ALONG SAID FUTURE WEST R/W LINE FOR A DISTANCE OF 347.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 42°10'54" WEST, 35.36 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVED FUTURE WEST R/W LINE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE DEPARTING SAID FUTURE WEST R/W LINE PROCEED SOUTH 87°10'54"

EAST FOR A DISTANCE OF 130.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°49'06" WEST, 35.36 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVED EAST R/W LINE OF A FUTURE 80' WIDE PUBLIC R/W FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST ALONG SAID FUTURE EAST R/W LINE FOR A DISTANCE OF 347.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°10'54" EAST, 35.36 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVED FUTURE EAST R/W LINE FOR A DISTANCE OF 39.27 FEET TO A POINT ON THE AFORESAID NORTH R/W LINE OF UPLAND ROAD; THENCE DEPARTING SAID FUTURE EAST R/W LINE PROCEED NORTH 87°10'54" WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.74 ACRES MORE OR LESS.

The Easement is depicted on Exhibit "A" attached hereto and incorporated by reference.

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

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

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

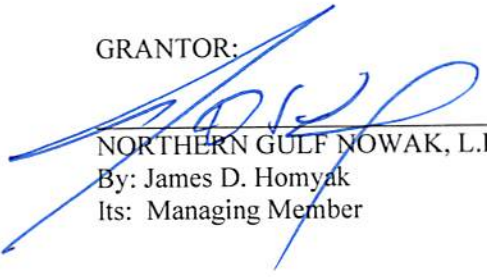
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Grantor:


Name: _____


Name: _____

GRANTOR:


NORTHERN GULF NOWAK, L.L.C.

By: James D. Homyak

Its: Managing Member

**REBOL-BATTLE & ASSOCIATES**

Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION AND SKETCHPREPARED FOR: MR. JIM HOMYAKREQUESTED BY: MR. JIM HOMYAK**80' PUBLIC DRAINAGE/ACCESS EASEMENT**

PROJECT: 2014.158

FIELD SURVEY DATE: N/A

SECTION: 16

TOWNSHIP: 1 NORTH

RANGE: 31 WEST

COUNTY: ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)**80' WIDE PUBLIC DRAINAGE/ACCESS EASEMENT**

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02°39'05" WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 3304.21 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE DEPARTING SAID WEST LINE, PROCEED SOUTH 87°10'54" EAST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 FOR A DISTANCE OF 697.82 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 33.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY ALSO BEING THE NORTH RIGHT-OF-WAY (R/W) LINE OF UPLAND ROAD (66' R/W) AND THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 47°49'06" EAST, 35.36 FEET; THENCE DEPARTING SAID NORTH R/W LINE PROCEED NORTHEASTERLY ALONG ARC OF SAID CURVED WEST R/W LINE OF A FUTURE 80' WIDE PUBLIC R/W FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 02°49'06" EAST ALONG SAID FUTURE WEST R/W LINE FOR A DISTANCE OF 347.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 42°10'54" WEST, 35.36 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVED FUTURE WEST R/W LINE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE DEPARTING SAID FUTURE WEST R/W LINE PROCEED SOUTH 87°10'54" EAST FOR A DISTANCE OF 130.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°49'06" WEST, 35.36 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVED EAST R/W LINE OF A FUTURE 80' WIDE PUBLIC R/W FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST ALONG SAID FUTURE EAST R/W LINE FOR A DISTANCE OF 347.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°10'54" EAST, 35.36 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVED FUTURE EAST R/W LINE FOR A DISTANCE OF 39.27 FEET TO A POINT ON THE AFORESAID NORTH R/W LINE OF UPLAND ROAD; THENCE DEPARTING SAID FUTURE EAST R/W LINE PROCEED NORTH 87°10'54" WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.74 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), (NAD83) - (2011)-(EPOCH 2010.0000) AND IS BASED ON THE STATE PLANE BEARING OF S 02°39'05" W ALONG THE MONUMENTED WEST LINE SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
7. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 100'
F.B. N/A	PAGE N/A
DRAWN BY:	DFS
SHEET:	2 OF 2



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11685

County Administrator's Report 15. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Request for Disposition of Property

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

Organization: Clerk & Comptroller's Office

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

The filing cabinets are Obsolete and are to be Auctioned and/or Recycled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy established the procedure for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Clerk Disposal

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Clerk of Court & Comptroller

COST CENTER NO: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

DATE: January 20, 2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Kara B. Cowan

Phone No: _____

595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49732	File Cabinet	NA	6 Drawer	2001	Fair
Y	49735	File Cabinet	N/A	6 Drawer	2001	Fair
Y	49740	File Cabinet	N/A	6 Drawer	2001	Fair
Y	50083	File Cabinet	N/A	6 Drawer	2001	Fair

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): _____

Director (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

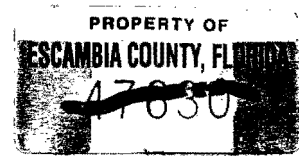
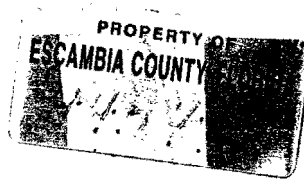
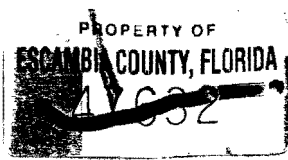
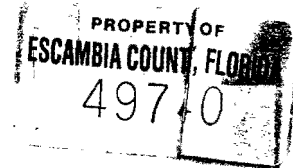
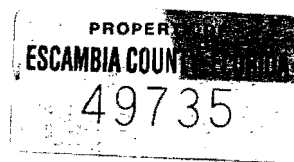
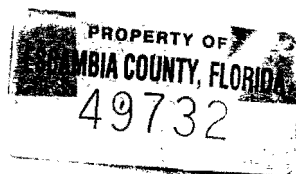
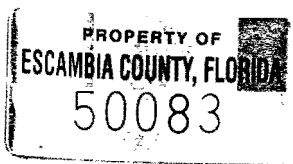
Property Tag Returned to Clerk & Comptroller's Finance Department

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



Kara-

We have sent these to storage or the Auction House for now.

Let me know if we need to let Jane know to hold onto any of them until the process is complete.

Thanks.
Annie

rec. 1-19-17 KC

Kara Cowen (COC)

From: Kara Cowen (COC)
Sent: Thursday, January 19, 2017 3:44 PM
To: Shirlie Stevens (COC)
Subject: File Cabinets Disposal
Attachments: 1.19.17 Disposal Request COC file cabinets.pdf

Shirlie,

Yes, please notify Tara to hold off on auctioning the file cabinets on the listing attached until I have proper approval to dispose. I will let you know when I have all the approvals necessary to go forward with the Auction process.

Thank you for your assistance and have a great day!

Kara Cowen, Financial Reporting/Grants

Pam Childers, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place, Suite 130
Pensacola, FL 32502
850-595-4830
kcowen@escambiaclerk.com
www.EscambiaClerk.com

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

SUNGAURD PENTAMATION
DATE: 01/19/2017
TIME: 15:37:50

ESCAMBIA COUNTY CLERK - LIVE
COC Disposals

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno in ('50083','49732','49735','49740','47627','47632','44541','47630')

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
49732	FILE CABINET 6 DR LATERAL	FUNDING GENERAL	CAPITAL ASSET Y
-000	MFR INSCAPE	VENDOR GULF COAST	OFFICE PRODUCTS
	MODEL 36-73-5-12LU/FS-36	PO 2001263	UNITS 1
	S/N	LOC CIRCRIM	CHECK UN CST 1089.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 06/22/01	COST 1089.00
	CONDITION GOOD	DPT CIR CRIM	INS CO CO CIVIL
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00
	STATUS ARCH STR		
	STORED IN OLD ARCHIVES		
			EST LIFE 3
			DEP N POST DP N DEP METH
			SALVAGE VALU .00
			ACCUM DEP 1089.00
			REM BOOK BASIS .00
			DEP BASIS 1089.00
			LAST POSTING DATE 09/30/06
			SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
49735	FILE CABINET 6 DRAWER	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3
-000	MFR INSCAPE	VENDOR GULF COAST	OFFICE PRODUCTS	DEP N POST DP N DEP METH
	MODEL 36-73-5-12LU-FS-RF-12FFD	PO 2001312	UNITS 1	SALVAGE VALU .00
	S/N	LOC CIRCRIM	CHECK UN CST 1089.00	ACCUM DEP 1089.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 06/08/01	COST 1089.00	REM BOOK BASIS .00
	CONDITION GOOD	DPT CIR CRIM	INS CO FAMILY LAW	DEP BASIS 1089.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00	LAST POSTING DATE 09/30/06
	STATUS ARCH STR			SALE AMOUNT .00
	STORED IN OLD ARCHIVES			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00
49740	FILE CABINET 6 DR LATERAL	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3
-000	MFR INSCAPE	VENDOR GULF COAST	OFFICE PRODUCTS	DEP N POST DP N DEP METH
	MODEL 36-73-5-12LU/FS-36	PO 2001263	UNITS 1	SALVAGE VALU .00
	S/N	LOC CIRCRIM	CHECK UN CST 1089.00	ACCUM DEP 1089.00
	INVENTORY DATE	FUND TYPE G ACQUIRE 06/22/01	COST 1089.00	REM BOOK BASIS .00
	CONDITION GOOD	DPT CIR CRIM	INS CO CO CIVIL	DEP BASIS 1089.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00	LAST POSTING DATE 09/30/06
	STATUS ARCH STR			SALE AMOUNT .00
	STORED IN OLD ARCHIVES			RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
SPI	SPI			1.00

SUNGAURD PENTAMATION
DATE: 01/19/2017
TIME: 15:37:50

ESCAMBIA COUNTY CLERK - LIVE
COC Disposals

PAGE NUMBER: 2
REPORT10

SELECTION CRITERIA: assets.tagno in ('50083','49732','49735','49740','47627','47632','44541','47630')

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION				DEPRECIATION INFORMATION			
50083	SIDEWINDER FILE CABINET - GREY			FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE	3	DEP LIFE	
-000	MFR WRIGHTLINE	CLS M	VENDOR	WRIGHTLINE		DEP N POST	DP N	DEP METH	
	MODEL 8Y56	CAT 104	PO	2002295	UNITS 1	SALVAGE VALU			.00
	S/N	LOC APPEALS	CHECK		UN CST 1003.10	ACCUM DEP			1003.10
	INVENTORY DATE	FUND TYPE G	ACQUIRE	06/11/02	COST 1003.10	REM BOOK BASIS			.00
	CONDITION GOOD	DPT APPEALS	INS CO	APPEALS		DEP BASIS			1003.10
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/06		
	ARCHIVES - STORAGE					SALE AMOUNT			.00
						RETIRED DATE			

DISTRIBUTION INFORMATION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
FUNCTION		SPI	SPI DEFAULT			1.00
SPI	SPI DEFAULT					
REPORT TOTAL	4 RECORDS SELECTED					
COST		4,270.10				
INSURANCE VALUE		.00				
SALVAGE VALUE		.00				
ACCUMULATED DEPRECIATION		4,270.10				
SALE AMOUNT		.00				



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11647

County Administrator's Report 15. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Property Disposal/Health Department

From: John J. Lanza, MD, PhD, MPH, FAAP, Director

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director - Florida Department of Health-Escambia

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County, declare surplus, and authorize the disposition of the assets shown in the list provided. The assets listed are County assets held and utilized by the Florida Department of Health in Escambia County.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The vehicle is no longer fit for its intended use. Escambia County Risk Management will coordinate the salvage of the vehicles.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, Risk Management will coordinate the salvage of the vehicle. Vehicle has been relocated to the Road Department.

Attachments

Request for Disposition of Property

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Florida Dept of Health in Escambia COST CENTER NO: _____

Linda B. Moyer

DATE: 2/2/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Linda Moyer

Phone No:

850-595-6500 X1010

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		see attached				

Disposal Comments: The eight vehicles on the attached list are no longer fit for intended use and have been replaced.

INFORMATION TECHNOLOGY (IT Technician):

N/A

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: 02-02-17

FROM: Escambia County Department Director (Signature):

[Signature]

Director (Print Name):

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

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 Health Department
Request for Disposal of Property
February 16, 2017**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	51220	2003 CHEVROLET	1GNCS13XX3K120118	BLAZER	2003	poor
Y	51223	2003 CHEVROLET	1GNCS13X53K120513	BLAZER	2003	poor
Y	52736	2004 CHEVROLET	1GNCS13XX4K146638	BLAZER	2004	poor
Y	52737	2004 CHEVROLET	1GNCS13X54K146806	BLAZER	2004	poor
Y	52738	2004 CHEVROLET	1GNCS13X44K146537	BLAZER	2004	poor
Y	52739	2004 CHEVROLET	1GNCS13X64K146894	BLAZER	2004	poor
Y	55518	2007 FORD	1FTYR44U57PA48317	RANGER	2007	poor
Y	55665	2007 FORD	1FTYR44U77PA48318	RANGER	2007	poor



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11697

County Administrator's Report 15. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Disposition of Property

From: David Stafford, Supervisor of Elections

Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Office of the Supervisor of Elections, for property which is noted on the Form; the property is to be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County established policy for disposing of surplus or obsolete property.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of Property Form

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Supervisor of Elections

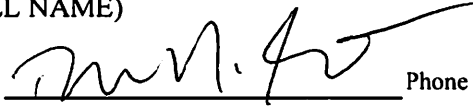
COST CENTER NO: 550101

David H Stafford

DATE: 01/31/2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No:

850-595-3900

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	N	FSC5020N Color Printer	APD5701431	Kyocera	08/09	Good
Y	49021	Policy Switch 2000	SSGDFN0130	Nortel	2000	Good

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician):

David Stevens

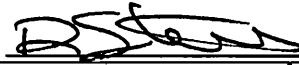
Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

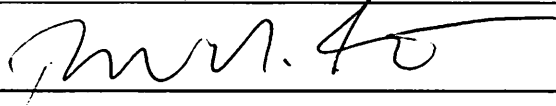
Computer is Ready for Disposition

Date: 1/31/17 Information Technology Technician Signature:



Date: 01/31/2017

FROM: Escambia County Department Director (Signature):



Director (Print Name):

David H Stafford

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-11648

County Administrator's Report 15. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Scheduling a Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5307 Funding for Operating and Capital

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2017 Proposed Grant Application for Mass Transit Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for March 2, 2017, at 5:31 p.m., for the purpose of receiving comments from the public concerning the Fiscal Year (FY) 2017 proposed Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Projects for Federal Transit Administration (FTA) Section 5307 Funds for Operating and Capital expenses.

[Budgetary Impact - The Grant Application is for a total of \$1,892,843. Operating Assistance (50% portion \$1,419,632) requires a local 50/50 match of \$1,419,632. Operating assistance will be reimbursed at 50% up to the allowed maximum of \$1,419,632. The local match is included in the FY 2017 Budget. Preventive maintenance, ADA Paratransit Service, and Safety and Security (80% portion \$473,211) requires a 80/20 local match of \$118,302.75, which will be covered by Florida Toll Revenue Credits]

BACKGROUND:

FTA guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS)

The FTA publishes apportionments; Escambia County's partial apportionment for Section 5307 for FY 2017 is \$1,892,843. ECAT recommends that Escambia County apply for these apportionments by approving this application for the below Program of

Projects.

PROGRAM OF PROJECTS

The Project budget was developed with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The Budget for this Grant Application is as follows:

Items	Project Cost
Preventive Maintenance	\$264,999
ADA Paratransit Service	\$189,284
Operating Assistance	\$1,419,632
Safety and Security	\$18,928
Total Budget	\$1,892,843

The recommended Program of Projects is based on the following:

It is recommended that Escambia County apply to use FY 2017 5307 funds for Operating Assistance, ADA Paratransit Service, 1% required allotment for Security, and the balance for Preventive Maintenance.

BUDGETARY IMPACT:

The grant application is for a total of \$1,892,843. Operating Assistance (50% portion \$1,419,632) requires a local 50/50 match of \$1,419,632.

Operating assistance will be reimbursed at 50% up to the allowed maximum of \$1,419,632. The local match is included in the FY 2017 Budget.

Preventive maintenance, ADA Paratransit Service, and Safety and Security (80% portion \$473,211) requires a 80/20 local match of \$118,302.75, which will be covered by Florida Toll Revenue Credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mobility Element.

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation; and will coordinate with the FTA and FDOT for all necessary funding activities covered by this Grant Application.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11691

County Administrator's Report 15. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Adoption of a Maintenance Map for Isaacs Lane

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Adoption of a Maintenance Map for Isaacs Lane - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the adoption of a Maintenance Map for Isaacs Lane – approximately 1,670 feet in length, lying north of Beulah Road, and being within Section 33, Township 1 North, Range 31 West:

A. Adopt a Maintenance Map, Engineering Department Map Number L-5086, for Isaacs Lane – approximately 1,670 feet in length, lying north of Beulah Road, and being within Section 33, Township 1 North, Range 31 West. The Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

BACKGROUND:

The County has maintained Isaacs Lane – approximately 1,670 feet in length, lying north of Beulah Road, and being within Section 33, Township 1 North, Range 31 West, as depicted on the accompanying Map Number L-5086.

Chapter 95.361, Florida Statutes, asserts public ownership of certain rights-of-way maintained by the County (see attached). The statute - Roads Presumed to be Dedicated – contains three key qualifications, any of which may provide Public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road, (2) proof that the road was

regularly maintained or repaired for the immediate past seven years by the County, or (3) a map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Map numbered L-5086, depicting the extent of County maintenance, was produced under the supervision of the County Engineer. By signing the map, the Road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years. Upon approval by the Board, the Clerk of Court will file the map in the Public Records, as described in Florida Statutes, Chapter 95.361.

BUDGETARY IMPACT:

Indirect cost associated with field surveys, preparation of required documents, and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Specific Purpose Survey has been prepared and certified by the County Surveyor, Danny R. Swain, PSM, Florida Registration No. 5942. The County Attorney's Office has stated that because the Map is a technical document rather than a legal document, it does not require legal sign off.

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 policy of doing no Public maintenance on private property and Florida Statutes, Chapter 95.361.

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution, the Map will be filed by the Clerk in the Public Records with similar approved Road Maintenance Maps. The Public Works Department, Roads Division retains maintenance documents, and has reviewed and approved the Maintenance Map.

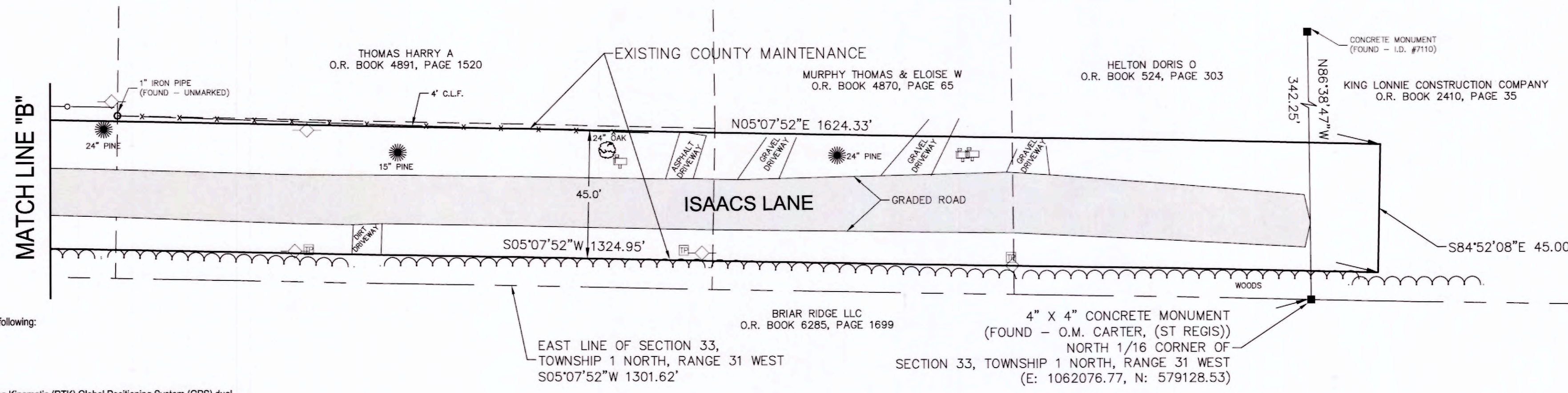
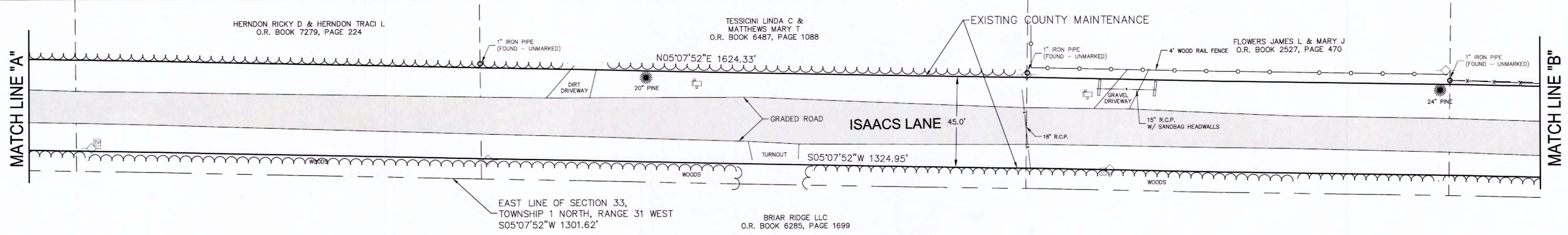
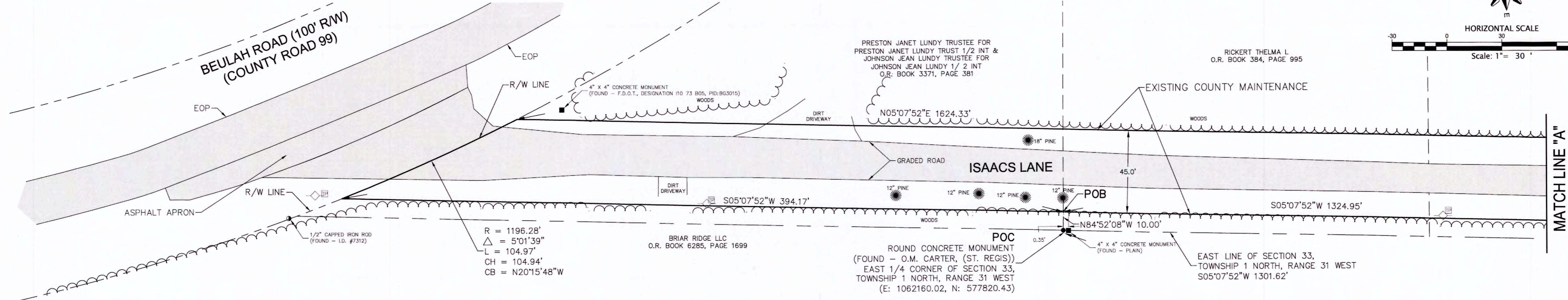
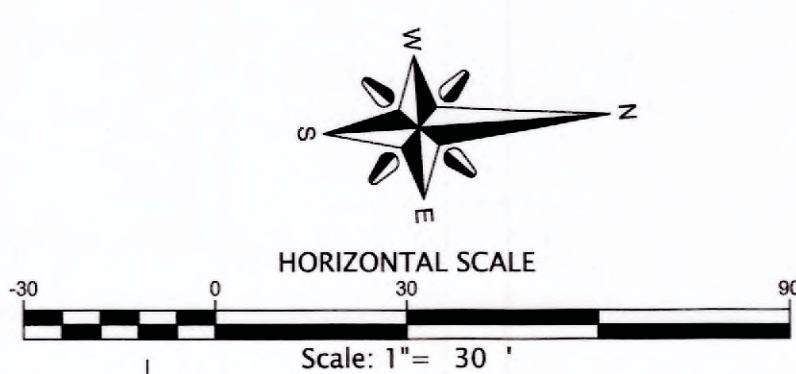
Attachments

Maintenance Map

Maintenance Statute

Maintenance Exhibit

MAINTENANCE CLAIM MAP
(SPECIFIC PURPOSE SURVEY)



Surveyor's Notes:

- Measurements were made in accordance with the United States Standard Foot.
- Basis of Bearings Reference: Grid North, grid coordinates, and the grid bearings shown hereon are based on the following:
 - Projection Zone: Florida North (State Plane)
 - Projection Type: Lambert Conformal Conic
 - Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
- The horizontal positions and coordinates shown hereon were derived from the utilization of a Leica 1200 Real Time Kinematic (RTK) Global Positioning System (GPS) dual frequency receiver in RTK Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN).
- 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.
- 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.
- The distances and bearings shown hereon are field measured unless otherwise labeled.
- This specific purpose survey does not reflect, determine, or guarantee ownership.
- No internal improvements were located other than those shown hereon.
- No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
- No attempt was made to locate written or unwritten easements or right of ways other than those shown hereon.
- No boundary survey was performed for, or during, this specific purpose survey. The parcel lines shown hereon are based on the Escambia County Property Appraiser's Maps and are for visual representative purposes only.
- 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.
- The specific 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.
- The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
- Documents used in the preparation of this survey: National Geodetic Survey Horizontal and Vertical Control Sheets; existing field monumentation; General Land Office (GLO) Plat for Township 1 North, Range 31 West; Plat of Arbor Ridge filed and recorded in Plat Book 17, Page 99A in the public records of Escambia County, Florida; Florida Department of Natural Resources Certified Corner Record documents; Deeds of Record in Escambia County, Florida; Florida Department of Transportation Right of Way Map of Beulah Road; and Escambia County Property Appraiser's Maps.

THE PROPERTY DEPICTED AS EXISTING COUNTY MAINTENANCE ON THIS SHEET HAS BEEN VESTED IN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS PURSUANT TO THE PROVISIONS OF SECTION 95.361, FLORIDA STATUTES.

IN WITNESS WHEREOF, ESCAMBIA COUNTY, FLORIDA HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME BY ITS BOARD OF COUNTY COMMISSIONERS, ACTING BY THE CHAIR OF THE BOARD.

ESCAMBIA COUNTY, FLORIDA, BY AND THROUGH ITS DULY AUTHORIZED BOARD OF COUNTY COMMISSIONERS

COMMISSIONER DOUG UNDERHILL, CHAIRMAN

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

DEPUTY CLERK (SEAL)

Legal Description
Maintenance Map of Isaacs Lane
Prepared at the request of the Escambia County Engineering Department
January 20, 2017

A portion of Section 33, Township 1 North, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida, and being more particularly described as follows:

Commence at a found round concrete monument (O.M. Carter, (St. Regis)) marking the East Quarter Corner of said Section 33; thence N84°52'08\"/>

Certified to: Escambia County, Florida Board of County Commissioners

THIS SPECIFIC PURPOSE SURVEY WAS PERFORMED FOR THE PURPOSE OF ESTABLISHING AND LOCATING THE LIMITS OF MAINTAINED RIGHT-OF-WAY AS IDENTIFIED BY ESCAMBIA COUNTY PUBLIC WORKS BUREAU - ROADS DIVISION FOR A PORTION OF HURST HAMMOCK ROAD. I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SURVEY SHOWN HEREON IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THE SURVEY SHOWN HEREON IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DANNY R. SWAIN
ESCAMBIA COUNTY SURVEYOR
3363 WEST PARK PLACE
PENSACOLA, FL 32506
FLORIDA REGISTRATION NUMBER 5942

01/27/2017
DATE

IN ACCORDANCE WITH SECTION 95.361(2), FLORIDA STATUTES, ESCAMBIA COUNTY HAS REGULARLY MAINTAINED OR REPAIRED FOR THE IMMEDIATE PAST 7 YEARS THE ROAD DESIGNATED HEREON AS "EXISTING COUNTY MAINTENANCE."

ARTHUR MEAD
ESCAMBIA COUNTY PUBLIC WORKS BUREAU
ROADS DIVISION
CONSTRUCTION MAINTENANCE
PROGRAM MANAGER

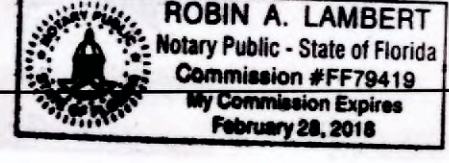
1/27/2017
DATE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

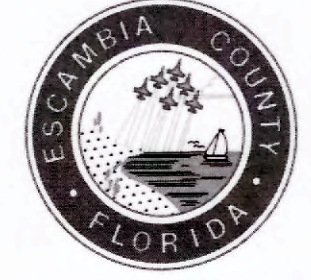
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS 27 DAY OF January, 2017, BY ARTHUR MEAD, PROGRAM MANAGER FOR ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT - ROADS DIVISION WHO MADE THE CERTIFICATION UNDER OATH AFTER FIRST BEING DULY SWORN.
HE IS () PERSONALLY KNOWN TO ME,
OR () HAS PRODUCED CURRENT _____ AS IDENTIFICATION.

COMMISSION NUMBER: FF 79419

COMMISSION EXPIRES: FEBRUARY 28, 2018



ROBIN A. LAMBERT
NOTARY PUBLIC
PRINT OR TYPE NAME



DATE:	
PROFESSIONAL SURVEYOR AND MAPPER NO.:	5942
REGISTERED P.E. ENGINEER NO.:	
FIELD BOOK PAGE:	520
DATE:	JANUARY 20, 2017

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

DISTRICT ONE

ISACCS LANE
MAINTENANCE CLAIM MAP

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT	PROJECT NO. 20170003
DRAWING FILE LOCATION: L:\Drawings\ISACCS LANE\20170003.dwg	DATE: 2/17/2018
TYPE OF SURVEY: SPECIFIC PURPOSE	
DRAWING NUMBER: L-5086	
SHEET 1	
OF 1 SHEET/S	

95.361 Roads presumed to be dedicated.--

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. 366.02(2). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

- (a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;
- (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
- (c) The mayor and clerk of the municipality, if the road is a municipal road or street,

shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

History.--s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.

Note.--Former s. 337.31.

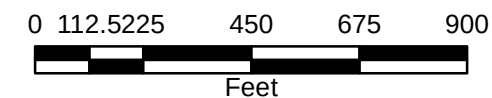


Exhibit

Title: Maintenance Claim Map
for Isaacs Lane
Date of Exhibit: January 26, 2017
Horizontal Datum: NAD83 (2011)
Projection: Florida North
Coordinate Type: Grid
Vertical Datum: N/A
Created By: Danny R. Swain



**This is a Draft Plot
For Visual Representation Only**





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11656

County Administrator's Report 15. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Short-Term License Agreement with River Resources, LLC, for Temporary Use of County-Owned Property for Removal and Staging of Logs on Perdido River

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Short-Term License Agreement with River Resources, LLC, for Temporary Use of County-Owned Property for Removal and Staging of Logs for a Logjams Project on the Perdido River - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning a Short-Term License Agreement with River Resources, LLC, for temporary use of County-owned property for removal and staging of logs relating to the logjams project on the Perdido River:

A. Approve the Short-Term License Agreement with River Resources for temporary use of County-owned property for removal and staging of logs relating to the logjams project on the Perdido River; and

B. Authorize the Chairman to sign the Agreement and other future Agreement-related documents including no-cost extensions, pending Legal review and approval, without further action from the Board.

BACKGROUND:

The original short-term license agreement was approved Dec 10, 2015. Due to additional timber in the river, River Resources requested additional time to complete logjam removal. River Resources, LLC is permitted by Florida Department of Environmental Protection and U.S. Army Corps of Engineers to remove logjams from the Perdido River. River Resources, LLC, requests authorization of a Short-Term License Agreement from Escambia County Board of County Commissioners for temporary use of county-owned property for removal and staging of logs.

The proposed property is an undeveloped parcel adjacent to the new Wilson B. Robertson Boat Ramp. The proposed use of the undeveloped parcel will not affect use

of the public boat ramp. The removal of logjams will benefit boaters from Escambia County as well as from Alabama.

BUDGETARY IMPACT:

No funding from Escambia County is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Short-Term License Agreement was drafted by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

No additional personnel are needed to implement the agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Required by Board policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will monitor the site for compliance.

Attachments

Short-Term License Agrmt-RiverResources

SHORT-TERM LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between River Resources, LLC, a Florida limited liability company, whose address is 4164 Fruitwood Street, Pace, Florida 32571 (Licensee), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, FL 32502 (County).

WITNESSETH:

WHEREAS, Escambia County owns certain real property in Escambia County, Florida, more particularly described herein; and

WHEREAS, Licensee desires to temporarily license the use of the property owned by the County for the limited purpose of access to and from the Perdido River and for staging and removing logs and debris in connection with Licensee's project to clear logjams on the Perdido River; and

WHEREAS, the Board of County Commissioners finds that Licensee's project would benefit the public by improving the navigability of the Perdido River; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the County and the public to support Licensee's project by licensing the use of its property to Licensee under the terms and conditions stated herein;

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Property.** The County licenses to Licensee the use of that certain property shown in the attached Exhibit A (Property).
2. **Term.** The term of this Agreement shall be for twelve (12) months, commencing on the date that the last party executes this Agreement.
3. **Condition and Maintenance of the Property.** During the term of this Agreement, Licensee shall regularly inspect the Property and promptly correct any situation caused by Licensee that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Licensee shall maintain the Property in a neat, safe, and orderly condition. Licensee accepts the Property "as-is" on the date that the last of the parties executes this Agreement, and the County makes no warranties regarding suitability of the Property for Licensee's intended use. Upon expiration or earlier termination of this Agreement, Licensee shall remove all logs and debris brought onto the Property by Licensee and restore the Property to the same condition that existed immediately prior to the date of this Agreement.

4. Indemnification. Licensee shall hold harmless, indemnify, and defend the County, the Board of County Commissioners, and its agents and employees, from and against any and all claims, damages (including death of or injury to any person or to property), loss or expense, including attorneys' fees, arising out of or otherwise resulting from Licensee exercising any of the rights granted by this Agreement or Licensee's use of the Property.

5. Insurance. Licensee shall purchase and maintain the following insurance 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 and the total amount of coverage required.

- **Commercial General Liability** coverage shall include bodily injury, personal injury and property damage liability for premises, independent contractors, contractual liability covering this Agreement, contract or license, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.
- **Business Auto Liability** coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.
- **Pollution/Environmental Impairment Liability** coverage shall cover pollution and/or environmental impairments that may arise from this Agreement.
- **Workers' compensation and employer's liability** coverage shall cover 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. The Licensee shall also purchase any other coverage required by law for the benefit of the employees.

All insurance carriers must be rated A-/VII or higher by the most recently published edition of the A.M. Best rating guide. Licensee shall provide thirty (30) days prior written notice to County before any change in or cancellation of any identified coverage.

County shall be provided certificates of insurance that reflect County and the Escambia County Board of County Commissioners, Post Office Box 1591, Pensacola, Florida 32597-1591 as an "additional insured" and the certificate holder.

6. Use of the Property. Licensee shall use the Property only for the purpose of access to and from the Perdido River and for staging and removing logs and debris in connection with Licensee's project to clear the logjams on the Perdido River. Licensee shall not use the Property for any other purpose unless authorized in writing by the County.

7. Termination. This Agreement may be terminated by either party for cause or convenience upon seven (7) days written notice to the other party.

8. Notices. Notices to County and the Licensee under this Agreement will be addressed, mailed, or delivered to the following:

TO COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

TO LICENSEE:

River Resources, LLC
4164 Fruitwood Street
Pace, Florida 32571

With a copy to:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices shall be delivered in person 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 the next day. Each party may change its address from time to time by written notice given to the other as specified above.

9. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall retain the right, at all reasonable times, to enter upon the Property.

10. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

11. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the license of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by County and Licensee after the date of this Agreement. Licensee 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. This Agreement shall not be assigned by either party.

12. Miscellaneous. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.

If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement 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 any or all of the terms and conditions.

This Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

IN WITNESS WHEREOF, County and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

D. B. Underhill, Chairman

This document approved as to form
and legal sufficiency.

By J. B. Underhill
Title Escambia County Attorney
Date Jan. 23, 2017

RIVER RESOURCES, LLC

Witness: [Signature]
Print Name: Robert Keith Turpin

Witness: [Signature]
Print Name: Cynthia Crumree

[Signature]
By: L.D. Henderson, its Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of January, 2017 by L.D. Henderson, as Manager of River Resources, LLC, a Florida limited liability company, on behalf of the company. He/She () is personally known to me, or (x) has produced current H53652450900 as identification.



JENNIFER HAMPTON
MY COMMISSION # FF 930565
EXPIRES: October 26, 2019
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public
Jennifer Hampton
Printed Name of Notary Public

(Notary Seal)

EXHIBIT "A"

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West; thence West along the south line of Lot 7 a distance of 820.43 feet; thence North 94.32 feet; thence West 75 feet; thence North 03 degrees 09 minutes 00 seconds West 317.00 feet to Perdido River for a Point of Beginning; thence South 03 degrees 09 minutes East over the line last traversed 317.00 feet; thence East along curve of State Road No. 10, 150.00 feet; thence North 00 degrees 56 minutes East 357.60 feet; thence North 85 degrees 14 minutes West 114.00 feet to said Perdido River; thence Southwesterly along said River 80.18 feet more or less to the Point of Beginning. All lying and being in Escambia County, Florida. Less and except any portion of the captioned property lying within the road right of way of U.S. Highway 90 also known as Mobile Highway.

Less & Except that property lying within OR Book 3024 Pages 846-848 of the Public Records of Escambia County.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11708

County Administrator's Report 15. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Site Access Agreement with the Florida Department of Environmental Protection for 7200 Sparshott Drive

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Site Access Agreement with the State of Florida Department of Environmental Protection to Conduct an Environmental Assessment at 7200 Sparshott Drive - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Site Access Agreement for the property located at 7200 Sparshott Drive:

A. Approve the Site Access Agreement with the State of Florida Department of Environmental Protection to allow the Florida Department of Environmental Protection (FDEP), to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the FDEP and its contractor; and

B. Authorize the Chairman to sign the Agreement and subsequent documents related to the project, subject to Legal review and sign-off.

BACKGROUND:

The Escambia County-owned property located at 7200 Sparshott Drive, Pensacola (32526), is the site of the former Escambia County Klondike Landfill. The Klondike Landfill, FDEP Facility ID # 8732361, operated as a municipal solid waste facility from 1976 to 1982 with possible vehicular service and fueling activities prior to 1976. Records indicate there were two (2) underground storage tanks (UST) located on site. The tanks were removed in 1980 and it was determined that a release of petroleum fuel had occurred. The site was subsequently entered into a State-funded cleanup program under the Early Detection Initiative (EDI).

In a letter to the County dated 1/6/2017, FDEP stated that funding is currently available from the Petroleum Restoration Program (PRP) to perform a Low-Score Assessment

(LSA) to assess the extent of petroleum discharge at the Klondike facility. In order to participate in the program, a Permission to Enter Property (Site Access Agreement) must be executed within 30 days of the date of the letter.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Site Access Agreement was review and approved as to legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

The Brownfields Coordinator along with Department of Natural Resources Management staff will coordinate with applicable parties to implement the terms of the Agreement.

Attachments

SiteAccessAgrmt-7200SparshottDrKlondikeLandfill

FDEP Letter 7200SparshottDr KlondikeLandfill

SITE ACCESS AGREEMENT

1. **The Parties.** The undersigned real property owner, ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and its Agency Term Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") located at 7200 SPARSHOTT DR , PENSACOLA 32526, *FDEP Facility ID: 8732361*.
2. **The Property.** Owner owns the certain parcel(s): 281S311000001003 of real property located at 7200 SPARSHOTT DR, PENSACOLA Florida 32526 (the "Property"), depicted on the attached legal description as Exhibit "A"
3. **Permissible Activities.** This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:
 - conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
 - install and remove groundwater monitoring wells;
 - use geophysical equipment;
 - use an auger for collecting soil and sediment samples;
 - locate existing wells;
 - collect waste, soil, and water samples;
 - remove, treat and/or dispose of contaminated soils and water;
 - remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
 - install, operate, and remove remedial equipment;
 - install and remove utility connections;
 - trenching for connection of remediation wells to equipment; and
 - conduct surveys, prepare site sketches, and take photographs.
4. **Duration and Termination of Access.** This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative

Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the

Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. **Injury to Department.** The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. **Indemnification.** The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. **Sovereign Immunity.** The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. **Public Records.** All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. <http://depdms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. **Severability.** Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

☐ YES

☒ NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

☒ YES

☐ NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

☐ YES

☒ NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement?

Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

☐ YES

☒ NO

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

Escambia County, Florida
c/o County Administrator
221 Palafox Place
Pensacola, FL 32502
(850) 595-4900

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Feb. 1, 2017

Accepted by the State of Florida Department of Environmental Protection:

Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program

Signature of Witness

Date

Print Name

Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility 8732361:

Exhibit A

Short Legal Description: BEG AT NE COR OF GOVT LT 6 PLAT DB 29 P 139 N 8 DEG 57 MIN 5 SEC E 449 70/100 FT N 80 DEG 40 MIN 2 SEC W 40 FT...

FDEP Coordinates(Degrees Minutes Seconds) for Facility 17/ 8732361:

Latitude 30⁰ 29' 43.0428 "

Longitude 87⁰ 20' 2.4357"



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

1/6/2017

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

Subject: Notice of Funding Availability for Assessment

ESCAMBIA CNTY KLONDIKE LANDFILL
MOBILE HWY
PENSACOLA, ESCAMBIA COUNTY
FDEP Facility ID#17 8732361
Eligible Discharge Date: 8/5/1986 (EDI)
Priority Score: 27
Site Manager:BERRIAN_G

Dear Property Owner:

Funding is currently available from the Petroleum Restoration Program (PRP) to perform a Low-Score Assessment (LSA) to assess the extent of the petroleum discharge at your facility. Any co-payments or deductibles associated with this discharge will not be required at this time unless the data demonstrates the site qualifies for closure and is issued a Site Rehabilitation Completion Order (SRCO).

In order to participate in this program, a site access agreement must be signed and returned. Please execute and return the attached PERMISSION TO ENTER PROPERTY form as soon as possible using the enclosed self-addressed stamped envelope, but within 30 days of the date of this letter. Upon receipt of the completed form, the PRP will begin preparing a scope of work and assigning a competitively procured Agency Term Contractor to begin assessment activities at your site.

Recent legislation now requires the PRP to select contractors to perform assessment and remediation of state-funded petroleum contamination. As a result, the PRP selects contractors through a competitive procurement process that is outlined in Chapter 62-772, Florida Administrative Code.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

FDEP Facility ID# 8732361

Page 2 of 2

1/6/2017

The PRP will consider any input you may want to provide with respect to the rehabilitation of this facility. If you would like to provide such input, or would like the opportunity to reject one agency term contractor prior to assignment, please check the appropriate box of the form and provide contact information as soon as possible using the enclosed self-addressed stamped envelope, again within 30 days of the date of this letter.

If you have any questions, please contact Grace Rivera at 850-245-8882 or Grace.Rivera@dep.state.fl.us. Thank you for your assistance.

Sincerely,



Alan Sakole
Environmental Supervisor
York Risk Services Group, Inc.
Administrative Services Contractor
Alan.Sakole@yorkrsg.com

Enclosure: Permission To Enter Property.

Note, this cover letter is for your records and should not be returned.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11730

County Administrator's Report 15. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Planning Board Appointment

From: Lumon May, District 3 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Planning Board - Commissioner Lumon J. May, District 3

That the Board confirm Commissioner Lumon J. May's appointment of William D. Clay to the Escambia County Planning Board, to replace Alvin Wingate, effective February 16, 2017, to run concurrently with Commissioner May's term of office (November 2020) or at his discretion.

BACKGROUND:

Mr. Clay's Resume 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, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

William D. Clay

William D. Clay
6375 Antietam Dr
Pensacola, Fl 32503-7501
Tel. 850.291.0072
Email wclay@bellsouth.net

Experience

- 1998-Present Perform Policies/Programs Evaluations to maximize the effectiveness/efficiency of Workforce/Technology Implementation.
Perform Jobs Analysis
Evaluator Policies/Programs operations and services:
Provide administrative and service analysis on meeting objectives
Provide administrative, organizational, and personnel support functions
Program Outcome/Summative Evaluation
Evaluate goals and objectives of Programs/Policies
Evaluate beneficial effectiveness
Evaluate side effects adverse side effects themes
Evaluate Elements of Cost Effectiveness/Benefits Analysis
Is the problem or situation the services are intended to address made better?
Program cost and efficiency:
Qualitative Approach
Qualitative vs Quantitative Approach
- 1987-2015 Managed in the US Postal Service for over 22 years covering many different jobs, operations, duties, and crafts.
Managed postal operations during the first federal agencies Technology mandated
ADR process in order to reduce conflict resolution caseloads.
I mediated in some form or fashion daily with an unhappy customer or with one or more of the four national labor unions that exist under the postal umbrella.
I performed mediation skills to resolve problems such as pay, personal, marital, contractual and problems that arrive from a customer service issue or some part of the grievance process.
- ❖ Use the mediation process, techniques, and skill the contributed in reducing the case load of labor complaints by 40 percent decline.
 - ❖ Facilitated national program for the USPS that implemented letter sorting software program across eighty seven cities in the state of Florida.
 - ❖ Facilitated national program that implemented software program that recaptured intended investment of the USPS.
- 1998-Present Negotiate and mediate labor dispute in the local area as it applies to both labor and personal disputes.

- ❖ Began Mediation in Escambia County Court System
- ❖ Completed 116 of training to be certified as Intervention Case Manager
- ❖ Work as DJJ Intake Processor at DJJ Intake Center
- ❖ Worked with Florida Law Handbook to appropriately assign violations that juvenile committed
- ❖ I used all the mediation skills I have gained daily either with a customer or with other employees that worked at DJJ
- ❖ Trained and certified as Trainer of Trainers through the Florida Commission on Human Relation Diversity Programs
- ❖ Trained as Equal Employment Opportunity Commission as EEOC Mediator
- ❖ Worked as Compliance Team Member for Community Maritime Park.
- ❖ Abated OSHA complaints
- ❖ Resolved National Labor Relations Board Complaints
- ❖ Negotiated Local MOU's for four Labor Union

Summary of Business Qualifications

- * **Contract EEOC Mediator Register for Charolett, NC District**
- * **Contract EEOC Mediator Register for Atlanta, Ga. District**
- * **Contract EEOC Mediator Register for Birmingham, Al**
- * **Certified Diversity Instructor (Fl. Comm. Human Relation)**
- * **22 year experience in Office of Federal Contract Compliance**
- * **22 years of Contract Compliance as Applied To Contractors**
- * **22 years of Contract Compliance as Applied To Sub-Contractors**
- * **22 years of Executive Order 11246 Title I, VI and VII**
- * **Section 503 of the Rehabilitation Act of 1973**
- * **Vietnam Era Veterans' Readjustment Assistance Act**
- * **Title I ADA –AA**
- * **Executive Order 13496**

Experience Business Continues

- ***EBO Compliance Pensacola Maritime Park***
- **23 years experience in EEOC Compliance Legislation**
- **22 years of experience in OFCCP Compliance Legislation**
- **Consultant OFCCP Desk Top Audit**
- **Consultant OFCCP On Site Review**
- ***OFCCP Disparate Treatment***
- ***OFCCP Disparate Impact***
- ***25 experience Labor Relation***
- ***Local and National Unions NALC/APWU***
- **Manage OSHA Safety Tool Kit**
- **Instructor Contract Specification Law**
- **Certified Florida Supreme Court Appellate Mediator**

William D. Clay

- **Certified Florida Supreme Court Circuit Mediator**
- **Certified Florida Supreme Court County Mediator**
- **Certified Florida Supreme Court Family Mediator**
- **Certified Florida Supreme Court Arbitrator**

William D. Clay 850.291.0072

- ***Equal Employment Opportunity Commission Mediator***
- ***Certified Diversity Instructor Florida Commission On Human Relation***
- ***20 Years Scientific Management & Time Piece Study***
- ***15 Years Managerial Experience***
- ***22Years of Management/Supervisory Experience***

Education

Pensacola Junior College	A.A. Computer Science
Troy University	B.A.S. Human Resource
Troy University	Minor Computer Tech
Troy University	M.P.A. Public Admin
Concentration	Public Management
Capella University	Doctoral Academics Completed
Specialization	Non-Profit Organization
Grand Canyon University	Doctoral Industrial Psychology

Professional Development/ Seminars

- ***University South Florida Certified Family Mediation Training***
- ***Florida Supreme Court Certified Appellate Mediation Training***
- ***Florida Supreme Court Certified Civil/Circuit Mediation Training***
- ***Florida Supreme Court County Mediator***
- ***Escambia County Mediation Program***
- ***Trained In EEOC Mediation System***
- ***Commercial Mediation Training (Conflict Resolution)***
- ***Certified Workforce Facilitator Instructor USPS/DOL***
- ***Florida Commission on Human Relation Diversity Trainer of***

William D. Clay

Trainers

- ***Construction Management Certificate***
- ***Construction Accounting Certificate***
- ***Construction Payroll***
- ***Contract Specification Law (Instructor)***
- ***Construction Math (Instructor)***

Computer Skills

- Microsoft Office
- Windows XP & Software Products
- Unix OS
- Multi-User Software and Computer Languages
- Compliance Software
- Affirmative Action Software

References

Furnished Upon Request



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11718

County Administrator's Report 15. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Community Redevelopment Agency Meeting Minutes, January 19, 2017

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, January 19, 2017 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the January 19, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On January 19, 2017, 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 January192017



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
January 19, 2017
9:00 a.m.

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

Present: Jeffrey Bergosh, Commissioner, District 1-Vice Chairman
Lumon May, Commissioner, District 3 - Chairman
Grover Robinson, IV, Commissioner, District 4
Steven Barry, Commissioner, District 5

Absent: Doug Underhill, Commissioner, District 2

Staff Present: Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Amy Lovoy, Assistant County Administrator
Tonya Gant, Department Director
Clara Long, Division Manager
Melanie Johnson, Administrative Assistant
Judy Witterstaeter, Agenda Program Coordinator

Call to Order. 9:03 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, January 19, 2017 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the January 19, 2017, 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-Vice Chairman Jeffrey Bergosh

Vote: 4 - 0

2 Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the updated Brownsville Redevelopment Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to schedule and advertise a Public Hearing for Thursday, February 16, 2017 at 5:31 p.m., to consider adoption of the updated Brownsville Redevelopment Plan, as requested by the Community Redevelopment Agency.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1-Vice Chairman Jeffrey Bergosh

Vote: 4 - 0

III. Budget/Finance

1 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 the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following four Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Errol Fogarty, owner of residential property located at 406 East Sunset Avenue, Warrington Redevelopment District, each in the amount of \$2,420 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;

2. The Agreements between Escambia County CRA and Leigh A. Graham, owner of residential property located at 111 Payne Road, Warrington Redevelopment District, each in the amount of \$1,400 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer

connection;

3. The Agreements between Escambia County CRA and Heather I. Malone, owner of residential property located at 208 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,495 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

4. The Agreements between Escambia County CRA and Verlon L. Trozal, owner of residential property located at 415 Greve Road, Warrington Redevelopment District, each in the amount of \$1,592 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

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-Vice Chairman Jeffrey Bergosh

Vote: 4 - 0

2 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 314 South Navy Boulevard:

A. Approve the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Carco Properties, Inc., owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$1,335 representing an in-kind match through the Neighborhood Enterprise Division (NED), 2013 CDBG Cost Center 370218, 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-Vice Chairman Jeffrey Bergosh

Vote: 4 - 0

IV. Discussion/Information Items

Adjournment. 9:08 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11638

County Administrator's Report 15. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Change in Use for SHIP Program Funded Rental Development at 1835 Summit Boulevard

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change in Use for SHIP Program Funded Rental Development at 1835 Summit Boulevard - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Change in Use for State Housing Initiatives Partnership (SHIP) Program Funded Rental Development at 1835 Summit Boulevard:

- A. Review the information from ARC Gateway, Inc. (ARC) regarding the change of use of the property at 1835 Summit Boulevard which was rehabilitated utilizing 2014 SHIP funds; and
- B. Authorize the County Administrator or Neighborhood Enterprise Division Manager to send a letter to ARC Gateway, Inc., consenting to the continued use of the property at 1835 Summit Boulevard to serve persons with developmental disabilities at or below 50% area median income in a transitional housing setting.

BACKGROUND:

On December 5, 2013, the Board approved the use of 2014 SHIP funds to support rehabilitation of five existing licensed group homes, including one at 1835 Summit Boulevard, owned by ARC Gateway, Inc./Pollak Rehabilitation Center, Inc. to make the units more accessible for its occupants (Exhibit I). This funding specifically met the set asides required by the SHIP Program to assist clients with special needs under F.S. 420.0004, with priority given to those with developmental disabilities. Approximately \$19,708 was expended for rehabilitation of the 6 units at 1835 Summit Boulevard. The SHIP Agreement approved by the Board and the Declaration of Covenants and Restrictions (Exhibit II) specify that ARC must serve developmentally disabled clients who are at or below 50% area median income. This property was inspected and monitored by the Neighborhood Enterprise Division (NED) for compliance in June 2016,

with closeout of the monitoring in August 2016; the property was in compliance with all SHIP program requirements and the SHIP Agreement with the Board.

ARC Gateway contacted NED to advise that they have been unable to continue to operate the property as a licensed group home due to a lack of referrals from the Agency for Persons with Disabilities (Exhibit III). ARC would like to continue to operate the property as a transitional home to support its Arc Gateway Program for Adult Learning and Support (PALS) program, a two year post secondary education program located at Pensacola State College. This program supports adults with disabilities by helping students focus on building career and independent living skills.

NED Staff contacted Florida Housing Finance Corporation (FHFC) SHIP program staff to ensure there is no objection to the change. FHFC SHIP staff stated that the change does not cause any issue as long as the agency continues to be in compliance with SHIP statutes and rules and the County's Local Housing Assistance Plan (Exhibit IV). The proposed change from a licensed group home to a transitional housing setting does not necessitate an amendment to the original agreement as the Agreement did not mandate group home licensure. Staff recommends authorizing the County Administrator or NED Division Manager to provide a letter (Exhibit V) to ARC acknowledging the change in licensure of the home and consenting to use of the property as transitional housing in a group setting for developmentally disabled adults provided that ARC continues to meet all terms and conditions of the original Agreement and the Declaration of Covenants and Restrictions filed against the property.

BUDGETARY IMPACT:

No budgetary impact from this request.

LEGAL CONSIDERATIONS/SIGN-OFF:

This request has been reviewed by Stephen West, Assistance County Attorney. There are no legal objections to the request.

PERSONNEL:

This request does not have any effect on County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

The request from ARC does not require an amendment to the original SHIP Agreement as it does not change the terms or conditions of the Agreement.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division (NED) will continue to monitor the subject property for SHIP program compliance.

Attachments

Ex I-BCC Agreement Approval 12-5-13

Ex II-SHIP LURA ARC Gateway

Ex III-Request from ARC Gateway

Ex IV-Written Review from FHFC

Ex V-Draft Ltr to ARC

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

20. Taking the following action regarding the *Special Needs Housing for Persons with Developmental Disabilities Agreement* with ARC Gateway, Inc., in compliance with targeting provisions stipulated in the 2014 State Housing Initiatives Partnership (SHIP) Program (Funding: Fund 120/SHIP, Cost Center 220444):
- A. Approving an Agreement with ARC Gateway, Inc. (*commencing December 5, 2013, for a term of 16 years, unless terminated earlier per Section 6.1 or Section 7.1 of the Agreement*), committing a maximum of \$113,786 in SHIP Program funds to assist with rehabilitation of five ARC-owned group home facilities through which housing and supportive services are provided for approximately 30 persons with developmental disabilities; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Agreement, and the Interim County Administrator to execute other Project-related documents, as may be required to complete the Rehabilitation Project.

EXHIBIT II

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523
(850) 458-0466

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **ARC GATEWAY, INC.**, a Florida corporation not-for-profit ("ARC");

WHEREAS, ARC owns certain properties in Escambia County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Properties"); and

WHEREAS, ARC has caused the rehabilitation of five group homes, known as **SHIP ASSISTED ARC UNITS**, (the "Project") on the Properties in order to assist in providing housing and related services for persons with developmental disabilities in Escambia County and the City of Pensacola, Florida; and

WHEREAS, ARC further desires to impose certain restrictions on the Properties in order to assure that the Project based upon primary funding through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program;

NOW THEREFORE, for and in consideration of the premises, ARC, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Properties shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **December 5, 2029**.

1. ARC Gateway, Inc. (the "Agency"), shall for a minimum of fifteen (15) years, **but not prior to the date stated herein**, restrict the use of the above-described real property(ies) to the provision of housing for occupancy by persons with developmental disabilities (as defined at 393.063(9) Florida Statutes) whose incomes do not exceed **fifty percent (50%)** of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size. The Agency shall continually maintain occupancy information and said documentation shall be provided by the Agency to the County or its designated representative at least annually or the duration of this deed restriction.

Until expiration of the Property Use Deed Restriction, if the Agency determines that this property is no longer suitable for use in providing housing for persons with developmental disabilities and no alternate SHIP eligible uses for the property have been approved by the County, the Agency shall advise the Board of County Commissioners of such decision in writing. Thereupon, the Agency shall immediately repay to the County (SHIP Affordable Housing Trust Fund), **\$113,786.00** which is the total amount of SHIP assistance provided to the Agency in support of the rehabilitation of the five group home properties legally described in Exhibit "A". The Board of County Commissioners shall have sole authority to release the said property described in Exhibit "A" from the requirements stipulated herein and may do so only

upon repayment of the total amount of the SHIP assistance provided to the Agency in accordance with the provisions of the SHIP Special Needs Housing for Persons with Developmental Disabilities Agreement executed between the parties dated December 5, 2013. Such approval by the Board of County Commissioners shall be evidenced in the official minutes of the Board of County Commissioners as maintained in the public records of Escambia County, Florida. Upon full repayment of SHIP funds to the County and recording of said Resolution, the Agency's obligation to use the property for the purposes stated herein or alternate uses approved by the County shall cease.

2. These Covenants and Restrictions shall run continuously with the Property until December 5, 2029.

IN WITNESS WHEREOF, ARC Gateway, Inc. pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this 15 day of January, 2014.

ARC GATEWAY, INC.,
a Florida not for profit corporation

By: Pat Young
President: Pat Young
Print Name: President, Board of Directors

WITNESSED:

By: Cathy Daniels
Print Name: Cathy Daniels

By: Susan C Henderson
Print Name: Susan C Henderson

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of January, 2014, by Pat Young, who is President of the Board of Directors of ARC Gateway, 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 as identification.
☐ produced current _____ as identification.

Athena H. Seymour
NOTARY PUBLIC

Print Name Athena H. Seymour
Commission No. FF 58209
My Commission Expires: 12-19-17

(Notary Seal must be affixed)



ATHENA H. SEYMOUR
Notary Public, State of Florida
My Comm. Expires Dec. 19, 2017
Commission No. FF 58209

EXHIBIT "A"

LEGAL DESCRIPTION
(SHIP Assisted ARC Units)

Property Addresses: 5725 Hilltop Road, 6211 Leesway Boulevard, 1835 Summit Boulevard, 2145 Summit Boulevard and 7645 LeJune Drive

Legal Descriptions:

5725 Hilltop Road: LT 1 BLK A KENSINGTON 3RD ADDN PB 8 P 75 OR 3562 P 627

6211 Leesway Boulevard: LT 23 BLK 25 BELVEDERE PARK UNIT 5 PB 6 P 90 OR 3539 P 612

1835 Summit Boulevard: LT 28 BLK 100 OR 4540 P 243 CORDOVA PARK UNIT NO 4 PB 3 P 100 SEC 33/17 T 1S R 30/29 ALSO ADJ 40 FT VACATED MARGINAL R/W OR 3169 P 695 SHEET E

2145 Summit Boulevard: LT 27 BLK 86 CORDOVA PARK UNIT NO 4 PB 3 P 100 SEC 33/17 T 1S R 30/29 OR 5069 P 1731 ALSO ADJ 40 FT VACATED MARGINAL R/W OR 3169 P 695 SHEET E

7645 LeJeune Drive: LT 4 BLK H EAU CLAIRE EST UNIT 2 PB 9 P 73 OR 3983 P 368

From: [Cathy Lauterbach](#)
To: [Meredith Reeves](#)
Cc: [Melissa Rogers](#)
Subject: Request for SHIP -Alternate Use @1835 Summit Blvd.
Date: Thursday, December 29, 2016 2:16:54 PM

Hi Meredith,

Our property located at 1835 Summit Blvd. is included in the SHIP Special Needs Housing Agreement that was approved by the Commission on 12/5/13. It is currently vacant because we have not received enough referrals of residents from the Agency for Persons with Disabilities to keep it operating as a community residential home. We are requesting that an alternate use of this property be approved by the County.

The Arc Gateway Program for Adult Learning and Support (PALS) is a two-year post-secondary education program, located on the campus of Pensacola State College, providing an inclusive learning experience for adults with disabilities. Throughout the program, students focus on building career and independent living skills. Transitional housing bridges the gap for low income, disabled students, allowing each person to apply what they learned in the classroom in a real world setting.

We are preparing to provide transitional housing to our PALS students and we are hoping that the County will approve the alternate use of the building located at 1835 Summit Blvd. for this purpose. The property will continue to be used for housing for people with disabilities however it will no longer be licensed by APD as a group home.

Please let me know if you have any questions. Thank you for your consideration.

--

Cathy Lauterbach
Chief Operating Officer
The Arc Gateway, Inc.
(850) 434-2638

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 e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of The Arc Gateway, Inc. Finally, the recipient should check this email and any attachments for the presence of viruses. The Arc Gateway, Inc. accepts no liability for any damage caused by any virus transmitted by this email.

Meredith Reeves

From: Meredith Reeves
Sent: Friday, February 03, 2017 10:36 AM
To: Meredith Reeves
Subject: FW: Request for SHIP -Alternate Use @1835 Summit Blvd.

From: Robert Dearduff [<mailto:Robert.Dearduff@floridahousing.org>]
Sent: Monday, January 09, 2017 8:35 AM
To: Meredith Reeves
Subject: RE: Request for SHIP -Alternate Use @1835 Summit Blvd.

If the original funding met all SHIP requirements, then this change causes no issues from our perspective. As always, the terms of any loan are a matter between the local government issuing the loan and the recipient/sponsor as long as it does not violate SHIP statute or rule and complies with the approved LHAP. I would like to know what the lease term (months) for the residents is.

From: Meredith Reeves [<mailto:MAREEVES@myescambia.com>]
Sent: Monday, January 09, 2017 9:29 AM
To: Robert Dearduff <Robert.Dearduff@floridahousing.org>
Subject: FW: Request for SHIP -Alternate Use @1835 Summit Blvd.

Rob,
I have been asked by County legal to get something in writing from FHFC SHIP to ensure that there is no objection to the proposed minor change in use being proposed by ARC Gateway for a rental project funded from 2014 SHIP funds.

We utilized SHIP funds to fund a rehab to one of ARC's state licensed group homes to make it more accessible for its occupants. The County's agreement and deed restriction restricts usage of the property for clients at or below 50% AMI and also restricts the property to serve developmentally disabled individuals. ARC Gateway is proposing no longer having this property have a license as a group home; however, they still intend to serve 50% AMI developmentally disabled adults as a transitional housing setting.

Here is what they are proposing:

The Arc Gateway Program for Adult Learning and Support (PALS) is a two-year post- secondary education program, located on the campus of Pensacola State College, providing an inclusive learning experience for adults with disabilities. Throughout the program, students focus on building career and independent living skills. Transitional housing bridges the gap for low income, disabled students, allowing each person to apply what they learned in the classroom in a real world setting.

We are preparing to provide transitional housing to our PALS students and we are hoping that the County will approve the alternate use of the building located at 1835 Summit Blvd. for this purpose. The property will continue to be used for housing for people with disabilities however it will no longer be licensed by APD as a group home.

Do you see any objection that FHFC might have to this change?
Thanks,
Meredith

From: Stephen G. West
Sent: Friday, January 06, 2017 8:15 AM
To: Meredith Reeves
Cc: Beth A. Larrieu
Subject: RE: Request for SHIP -Alternate Use @1835 Summit Blvd.

Meredith:

Here's what I would recommend:

The Declaration of Covenants and Restrictions requires the ARC to use the property for "SHIP eligible uses." So I would get something in writing from SHIP that shows that they have no objection to the ARC using the property as an unlicensed transitional group home.

Section 6.1 of the Agreement requires the ARC to obtain written approval from the County for any alternate uses. So once you know SHIP has no objection to this, I recommend you submit a recommendation to the Board to authorize you or Jack to send a letter to ARC stating that the County consents to ARC using the property as an unlicensed transitional group home, provided that it otherwise continues to comply with the terms of the agreement.



Board of County Commissioners • Escambia County, Florida

February 16, 2017

Melissa Rogers, CEO
The ARC Gateway, Inc.
3932 N. 10th Avenue
Pensacola, FL 32503

RE: State Housing Initiatives Partnership (SHIP) Program units at 1835 Summit Boulevard

Dear Ms. Rogers:

On February 16, 2017, the Board of County Commissioners reviewed and approved the request from ARC Gateway, Inc. regarding use of the property at 1835 Summit Boulevard, Pensacola, Florida. The Board consents to ARC's use of the property as an unlicensed transitional group home for its Program for Adult Learning and Support (PALS), provided that ARC continues to comply with all the terms of the SHIP Agreement as approved by the Board of County Commissioners on December 5, 2013 and the Declaration of Covenants and Restrictions on the property as recorded in the Public Records at Official Records Book 7126 Page 1084, including income restrictions and serving those with developmental disabilities.

No amendment to the Agreement is needed as there has been no modification to the terms of the Agreement.

Sincerely,

Jack R. Brown
County Administrator



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11688

County Administrator's Report 15. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: Short-Listing of Firms for Design-Build Services for the New Escambia County Correctional Facility

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Short-Listing of Firms for Design-Build Services for the New Escambia County Correctional Facility - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve the following firms for short-listing and to move to Stage 2, Request for Proposal, receiving the Design Criteria on Monday, March 20, 2017.

Archer Western Construction/Allstate Construction Joint Venture
W.G. Yates & Sons Construction Company
Whitesell-Green/Caddell Joint Venture

BACKGROUND:

PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility was advertised in the Pensacola News Journal on Monday, November 7, 2016. Qualifications from five firms were received on Monday, December 19, 2016. The qualification responses were provided to the committee on December 21, 2016. On Thursday, January 20, 2017, one firm withdrew. On Monday, January 23, 2017 and Tuesday, January 24, 2017 interviews were held with the remaining four firms. Committee members evaluated each firm based on the evaluation criteria listed in the solicitation. On Thursday, February 2, 2017 the committee met and voted to forward to the Board of County Commissioners the short-listed firms.

BUDGETARY IMPACT:

N/A

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, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will notify the short-listed firms on Monday, February 20, 2017 per the Summary Schedule of the solicitation.

Attachments

Evaluation Spreadsheet

E-mail Moss & Assoc.

**PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
Tabulation**

DBE Team A		Archer Western Construction/Allstate Construction Joint Venture			
DBE Team B		Moss & Associates, LLC			
DBE Team C		W.G. Yates & Sons Construction Company			
DBE Team D		Whitesell-Green/Caddell Joint Venture			
Stage 1 - Scoring Criteria					
Part A - Questionnaires		DBE Team A	DBE Team B	DBE Team C	DBE Team D
Section 1: Information of DBE Primary Team Members					
Section 2: Essential Requirements for the DBE		pass	pass	pass	pass
Section 3: Scored Questions for the Design Builder		1025	1185	1215	1092
Section 4: Scored Financial Questions for the DBE		180	270	450	360
Section 5: Information about the Architect					
Section 6: Scored Questions for the Architect		404	239	398	331
Section 7: Information about the Engineer or Specialists					
Section 8: Scored Questions for the Engineer or Specialists		393	352	349	394
* NOTE: AOR and Associate Architect will be averaged					
Part A Questionnaire Maximum Point Total		2002	2045	2412	2177
Part B Experience of the DBE Team		DBE Team A	DBE Team B	DBE Team C	DBE Team D
1. Narrative and Organization Chart		431	412	413	415
2. Required Personnel Resumes					
Project Executive		312	319	321	321
Design Principal		355	315	330	330
Construction Principal		319	320	328	342
Construction Team:					
Project Manager		125	163	156	138
Design Manager		157	157	164	160
General Superintendent		163	160	156	155
Superintendent		162	159	156	149
Quality Control Manager		74	86	88	76
Project Controls Manager		78	20	85	87
Safety Manager		76	88	85	86
Design Team:					
Design Project Manager		170	152	166	159
Design Architect (if not AOR)		163	141	175	146
Project Architect		82	76	78	82
Sustainability Manager		88	78	83	70
Building Code Consultant		89	84	81	81
Engineer or Specialists Team:					
Civil Engineer		81	80	78	75
Structural Engineer		90	74	76	77
Mechanical Engineer		90	79	84	84
Electrical Engineer		87	75	81	86
Environmental Engineer/Scientist		75	73	87	75
Low Voltage Engineer		87	76	89	76
Plumbing Engineer		90	78	74	78
Fire Protection Engineer		89	80	86	82
Electronic Security Systems Designer		89	83	84	89
Food Service Equipment Designer		88	78	89	83
3. Project Profiles		805	748	807	784
4. Working Relationship Matrix		413	402	566	544
5. Project Profile References		620	623	567	664
6. Project Management Approach					
• Managing the project		995	965	1000	970
• Sustainability		175	134	173	176
• DBE Outreach		220	227	210	240
• Low Impact Design		263	158	260	198
Part B Experience Maximum Point Total		7201	6763	7276	7178
PARTS A & B MAXIMUM POINTS TOTAL		9203	8808	9688	9355
ORAL PRESENTATIONS		1662	1471	1745	1514
TOTAL MAXIMUM POINTS		10865	10279	11433	10869

**PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
Summary Sheet**

	Archer Western Construction, LLC	Moss & Associates, LLC	W.G. Yates & Sons Construction Company	Whitesell-Green/Caddell Joint Venture
SELECTION COMMITTEE:	DBE Team A	DBE Team B	DBE Team C	DBE Team D
Chip Simmons	1215	1244	1265	1198
David Wheeler	1136	1110	1224	1107
Joy Blackmon	1059	977	1086	1158
Selina Barnes	1149	1032	1226	1154
Jason Walker	1190	1068	1266	1201
Chips Kirschenfeld	1258	1058	1313	1205
Robin Wright	1184	1112	1269	1191
Tony McCray	1373	1372	1406	1332
Dr. Laura Edler	1301	1306	1378	1323
Total Points	10865	10279	11433	10869
Average Total Points	1207	1142	1270	1208

**PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
C.Simmons**

DBE Team A	Archer Western Construction/Allstate Construction Joint Venture
DBE Team B	Moss & Associates, LLC
DBE Team C	W.G. Yates & Sons Construction Company
DBE Team D	Whitesell-Green/Caddell Joint Venture

Stage 1 - Scoring Criteria

Part A - Questionnaires	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
Section 1: Information of DBE Primary Team Members	No Score					
Section 2: Essential Requirements for the DBE	Pass / Fail	pass	pass	pass	pass	
Section 3: Scored Questions for the Design Builder	140	110	135	130	124	
Section 4: Scored Financial Questions for the DBE	80	20	30	50	40	
Section 5: Information about the Architect	No Score					
Section 6: Scored Questions for the Architect	45	45	40	45	35	
Section 7: Information about the Engineer or Specialists	No Score					
Section 8: Scored Questions for the Engineer or Specialists	45	45	40	38	45	
* NOTE: AOR and Associate Architect will be averaged						
Part A Questionnaire Maximum Point Total	310	220	245	263	244	
Part B Experience of the DBE Team	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
1. Narrative and Organization Chart	50	46	46	43	43	
2. Required Personnel Resumes						
Project Executive	40	36	36	35	35	
Design Principal	40	40	35	34	34	
Construction Principal	40	40	35	34	34	
Construction Team:						
Project Manager	20	20	20	20	20	
Design Manager	20	20	20	18	20	
General Superintendent	20	18	20	18	18	
Superintendent	20	16	16	18	15	
Quality Control Manager	10	8	8	10	7	
Project Controls Manager	10	8		10	10	
Safety Manager	10	8	10	10	10	
Design Team:						
Design Project Manager	20	18	20	20	18	
Design Architect (if not AOR)	20	20	20	20	15	
Project Architect	10	8	10	7	15	
Sustainability Manager	10	9	10	10	8	
Building Code Consultant	10	9	5	9	8	
Engineer or Specialists Team:						
Civil Engineer	10	9	8	7	8	
Structural Engineer	10	10	7	7	8	
Mechanical Engineer	10	10	10	10	10	
Electrical Engineer	10	9	8	9	10	
Environmental Engineer/Scientist	10	9	8	10	8	
Low Voltage Engineer	10	10	10	10	10	
Plumbing Engineer	10	10	10	8	8	
Fire Protection Engineer	10	9	9	10	7	
Electronic Security Systems Designer	10	9	10	8	9	
Food Service Equipment Designer	10	9	10	9	9	
3. Project Profiles						
10 Projects @ 10 points maximum each	100	95	95	95	90	
4. Working Relationship Matrix	100	34	40	58	72	
5. Project Profile References						
10 Projects @ 10 points maximum each	100	85	90	90	90	
6. Project Management Approach						
• Managing the project	120	110	110	110	95	
• Sustainability	20	20	20	15	20	
• DBE Outreach	30	25	30	25	20	
• Low Impact Design	30	28	28	25	20	
Part B Experience Maximum Point Total	950	815	814	822	804	
PARTS A & B MAXIMUM POINTS TOTAL	1260	1035	1059	1085	1048	Remarks
ORAL PRESENTATIONS	200	180	185	180	150	
TOTAL MAXIMUM POINTS	1460	1215	1244	1265	1198	

**PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
D.Wheeler**

DBE Team A	Archer Western Construction/Allstate Construction Joint Venture
DBE Team B	Moss & Associates, LLC
DBE Team C	W.G. Yates & Sons Construction Company
DBE Team D	Whitesell-Green/Caddell Joint Venture

Stage 1 - Scoring Criteria

Part A - Questionnaires	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
Section 1: Information of DBE Primary Team Members	No Score					
Section 2: Essential Requirements for the DBE	Pass / Fail	pass	pass	pass	pass	
Section 3: Scored Questions for the Design Builder	140	110	135	135	124	
Section 4: Scored Financial Questions for the DBE	80	20	30	50	40	
Section 5: Information about the Architect	No Score					
Section 6: Scored Questions for the Architect	45	45	20	45	35	
Section 7: Information about the Engineer or Specialists	No Score					
Section 8: Scored Questions for the Engineer or Specialists	45	44	34	38	43	
* NOTE: AOR and Associate Architect will be averaged						
Part A Questionnaire Maximum Point Total	310	219	219	268	242	
Part B Experience of the DBE Team	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
1. Narrative and Organization Chart	50	50	50	45	50	
2. Required Personnel Resumes						
Project Executive	40	25	40	30	35	
Design Principal	40	40	30	30	35	
Construction Principal	40	20	25	40	35	
Construction Team:						
Project Manager	20	18	16	20	12	
Design Manager	20	14	18	20	16	
General Superintendent	20	20	16	18	14	
Superintendent	20	12	16	20	14	
Quality Control Manager	10	9	8	10	7	
Project Controls Manager	10	9	0	10	10	
Safety Manager	10	6	8	10	9	
Design Team:						
Design Project Manager	20	18	18	16	20	
Design Architect (if not AOR)	20	14	20	20	20	
Project Architect	10	7	6	9	8	
Sustainability Manager	10	9	10	9	9	
Building Code Consultant	10	10	10	9	10	
Engineer or Specialists Team:						
Civil Engineer	10	10	10	10	10	
Structural Engineer	10	10	10	10	10	
Mechanical Engineer	10	10	9	9	10	
Electrical Engineer	10	8	9	8	10	
Environmental Engineer/Scientist	10	8	8	10	8	
Low Voltage Engineer	10	10	8	10	7	
Plumbing Engineer	10	10	10	6	10	
Fire Protection Engineer	10	10	10	8	8	
Electronic Security Systems Designer	10	10	10	8	10	
Food Service Equipment Designer	10	10	10	10	10	
3. Project Profiles						
10 Projects @ 10 points maximum each	100	86	81	73	61	
4. Working Relationship Matrix	100	34	40	58	72	
5. Project Profile References						
10 Projects @ 10 points maximum each	100	75	75	65	75	
6. Project Management Approach						
• Managing the project	120	100	110	90	80	
• Sustainability	20	20	15	20	20	
• DBE Outreach	30	20	20	15	20	
• Low Impact Design	30	30	15	30	15	
Part B Experience Maximum Point Total	950	742	741	756	740	
PARTS A & B MAXIMUM POINTS TOTAL	1260	961	960	1024	982	Remarks
ORAL PRESENTATIONS	200	175	150	200	125	
TOTAL MAXIMUM POINTS	1460	1136	1110	1224	1107	

PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
J.Blackmon

DBE Team A	Archer Western Construction/Allstate Construction Joint Venture
DBE Team B	Moss & Associates, LLC
DBE Team C	W.G. Yates & Sons Construction Company
DBE Team D	Whitesell-Green/Caddell Joint Venture

Stage 1 - Scoring Criteria

Part A - Questionnaires	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
Section 1: Information of DBE Primary Team Members	No Score					
Section 2: Essential Requirements for the DBE	Pass / Fail	pass	pass	pass	pass	Score NOT provided by committee member
Section 3: Scored Questions for the Design Builder	140	110	135	140	124	
Section 4: Scored Financial Questions for the DBE	80	20	30	50	40	Score NOT provided by committee member
Section 5: Information about the Architect	No Score					
Section 6: Scored Questions for the Architect	45	45	30	45	35	
Section 7: Information about the Engineer or Specialists	No Score					
Section 8: Scored Questions for the Engineer or Specialists	45	40	40	38	45	
* NOTE: AOR and Associate Architect will be averaged						
Part A Questionnaire Maximum Point Total	310	215	235	273	244	
Part B Experience of the DBE Team	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
1. Narrative and Organization Chart	50	35	35	30	45	
2. Required Personnel Resumes						
Project Executive	40	30	30	35	40	
Design Principal	40	35	30	35	40	
Construction Principal	40	25	25	35	40	
Construction Team:						
Project Manager	20	6	15	12	6	
Design Manager	20	10	10	8	18	
General Superintendent	20	17	8	5	18	
Superintendent	20	20	16	14	14	
Quality Control Manager	10	8	10	8	8	
Project Controls Manager	10	9	0	5	8	
Safety Manager	10	6	10	7	10	
Design Team:						
Design Project Manager	20	16	18	10	18	
Design Architect (if not AOR)	20	17	5	17	18	* GRW using same person as DM for const
Project Architect	10	7	7	9	10	and design. He is also Design Arch
Sustainability Manager	10	10	5	10	5	
Building Code Consultant	10	10	10	10	10	
Engineer or Specialists Team:						
Civil Engineer	10	10	10	10	8	
Structural Engineer	10	10	7	8	10	
Mechanical Engineer	10	10	5	10	10	No correctional exp. On several Engr submitted by HDR
Electrical Engineer	10	10	5	10	10	
Environmental Engineer/Scientist	10	8	5	10	5	
Low Voltage Engineer	10	10	5	10	10	
Plumbing Engineer	10	10	5	8	8	
Fire Protection Engineer	10	10	5	10	10	
Electronic Security Systems Designer	10	10	5	10	10	
Food Service Equipment Designer	10	9	5	10	10	
3. Project Profiles						
10 Projects @ 10 points maximum each	100	59	74	66	93	
4. Working Relationship Matrix	100	75	25	60	60	
5. Project Profile References						
10 Projects @ 10 points maximum each	100	25	40	18	26	Score NOT provided by Committee Member
6. Project Management Approach						
• Managing the project	120	100	100	90	110	
• Sustainability	20	15	15	18	18	
• DBE Outreach	30	12	12	10	30	
• Low Impact Design	30	25	5	25	3	
Part B Experience Maximum Point Total	950	669	562	633	739	
PARTS A & B MAXIMUM POINTS TOTAL	1260	884	797	906	983	Remarks
ORAL PRESENTATIONS	200	175	180	180	175	
TOTAL MAXIMUM POINTS	1460	1059	977	1086	1158	

**PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
S.Barnes**

DBE Team A	Archer Western Construction/Allstate Construction Joint Venture
DBE Team B	Moss & Associates, LLC
DBE Team C	W.G. Yates & Sons Construction Company
DBE Team D	Whitesell-Green/Caddell Joint Venture

Stage 1 - Scoring Criteria

Part A - Questionnaires	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
Section 1: Information of DBE Primary Team Members	No Score					
Section 2: Essential Requirements for the DBE	Pass / Fail	pass	pass	pass	pass	
Section 3: Scored Questions for the Design Builder	140	120	125	135	124	
Section 4: Scored Financial Questions for the DBE	80	20	30	50	40	
Section 5: Information about the Architect	No Score					
Section 6: Scored Questions for the Architect	45	45	15	45	35	
Section 7: Information about the Engineer or Specialists	No Score					
Section 8: Scored Questions for the Engineer or Specialists	45	43	40	38	44	
* NOTE: AOR and Associate Architect will be averaged						
Part A Questionnaire Maximum Point Total	310	228	210	268	243	
Part B Experience of the DBE Team	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
1. Narrative and Organization Chart	50	50	48	50	45	
2. Required Personnel Resumes						
Project Executive	40	35	30	33	28	
Design Principal	40	40	40	36	33	
Construction Principal	40	38	40	33	38	
Construction Team:						
Project Manager	20	5	17	15	12	
Design Manager	20	18	16	18	13	
General Superintendent	20	15	18	20	15	
Superintendent	20	18	16	13	15	
Quality Control Manager	10	5	10	10	8	
Project Controls Manager	10	7	0	10	10	
Safety Manager	10	9	10	9	9	
Design Team:						
Design Project Manager	20	20	15	20	15	
Design Architect (if not AOR)	20	17	15	20	20	
Project Architect	10	10	9	8	6	
Sustainability Manager	10	10	9	8	6	
Building Code Consultant	10	10	10	8	6	
Engineer or Specialists Team:						
Civil Engineer	10	8	8	8	8	
Structural Engineer	10	10	8	7	7	
Mechanical Engineer	10	10	10	9	8	
Electrical Engineer	10	10	9	9	9	
Environmental Engineer/Scientist	10	8	9	10	10	
Low Voltage Engineer	10	9	9	9	7	
Plumbing Engineer	10	10	10	8	8	
Fire Protection Engineer	10	10	9	9	10	
Electronic Security Systems Designer	10	10	10	10	10	
Food Service Equipment Designer	10	10	9	10	8	
3. Project Profiles						
10 Projects @ 10 points maximum each	100	80	60	90	80	
4. Working Relationship Matrix	100	34	39	58	12	
5. Project Profile References						
10 Projects @ 10 points maximum each	100	45	49	35	90	
6. Project Management Approach						
• Managing the project	120	110	90	110	110	
• Sustainability	20	20	10	20	20	
• DBE Outreach	30	25	30	25	30	
• Low Impact Design	30	30	10	30	30	
Part B Experience Maximum Point Total	950	746	682	768	736	
PARTS A & B MAXIMUM POINTS TOTAL	1260	974	892	1036	979	Remarks
ORAL PRESENTATIONS	200	175	140	190	175	
TOTAL MAXIMUM POINTS	1460	1149	1032	1226	1154	

PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
J.Walker

DBE Team A	Archer Western Construction/Allstate Construction Joint Venture
DBE Team B	Moss & Associates, LLC
DBE Team C	W.G. Yates & Sons Construction Company
DBE Team D	Whitesell-Green/Caddell Joint Venture

Stage 1 - Scoring Criteria

Part A - Questionnaires	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
Section 1: Information of DBE Primary Team Members	No Score					
Section 2: Essential Requirements for the DBE	Pass / Fail	pass	pass	pass	pass	
Section 3: Scored Questions for the Design Builder	140	120	125	135	124	
Section 4: Scored Financial Questions for the DBE	80	20	30	50	40	
Section 5: Information about the Architect	No Score					
Section 6: Scored Questions for the Architect	45	45	15	45	35	
Section 7: Information about the Engineer or Specialists	No Score					
Section 8: Scored Questions for the Engineer or Specialists	45	43	40	38	44	
* NOTE: AOR and Associate Architect will be averaged						
Part A Questionnaire Maximum Point Total	310	228	210	268	243	
Part B Experience of the DBE Team	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
1. Narrative and Organization Chart	50	50	48	50	45	
2. Required Personnel Resumes						
Project Executive	40	35	30	35	30	
Design Principal	40	40	40	38	35	
Construction Principal	40	38	40	35	40	
Construction Team:						
Project Manager	20	5	20	18	15	
Design Manager	20	20	18	20	15	
General Superintendent	20	15	18	20	15	
Superintendent	20	20	17	15	15	
Quality Control Manager	10	5	10	10	8	
Project Controls Manager	10	7	0	10	10	
Safety Manager	10	9	10	9	9	
Design Team:						
Design Project Manager	20	20	15	20	15	
Design Architect (if not AOR)	20	17	15	20	20	
Project Architect	10	10	9	8	7	
Sustainability Manager	10	10	9	8	7	
Building Code Consultant	10	10	10	8	7	
Engineer or Specialists Team:						
Civil Engineer	10	9	9	9	9	
Structural Engineer	10	10	8	7	7	
Mechanical Engineer	10	10	10	9	8	
Electrical Engineer	10	10	9	9	9	
Environmental Engineer/Scientist	10	8	9	10	10	
Low Voltage Engineer	10	10	10	10	8	
Plumbing Engineer	10	10	10	8	8	
Fire Protection Engineer	10	10	9	9	10	
Electronic Security Systems Designer	10	10	10	10	10	
Food Service Equipment Designer	10	10	9	10	8	
3. Project Profiles						
10 Projects @ 10 points maximum each	100	95	73	95	91	
4. Working Relationship Matrix	100	34	39	58	12	
5. Project Profile References						
10 Projects @ 10 points maximum each	100	45	49	35	90	
6. Project Management Approach						
• Managing the project	120	120	100	120	120	
• Sustainability	20	20	10	20	20	
• DBE Outreach	30	30	25	30	30	
• Low Impact Design	30	30	10	30	30	
Part B Experience Maximum Point Total	950	782	708	803	773	
PARTS A & B MAXIMUM POINTS TOTAL	1260	1010	918	1071	1016	Remarks
ORAL PRESENTATIONS	200	180	150	195	185	
TOTAL MAXIMUM POINTS	1460	1190	1068	1266	1201	

**PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
C.Kirschenfeld**

DBE Team A	Archer Western Construction/Allstate Construction Joint Venture
DBE Team B	Moss & Associates, LLC
DBE Team C	W.G. Yates & Sons Construction Company
DBE Team D	Whitesell-Green/Caddell Joint Venture

Stage 1 - Scoring Criteria

Part A - Questionnaires	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
Section 1: Information of DBE Primary Team Members	No Score					
Section 2: Essential Requirements for the DBE	Pass / Fail	pass	pass	pass	pass	
Section 3: Scored Questions for the Design Builder	140	110	135	135	124	
Section 4: Scored Financial Questions for the DBE	80	20	30	50	40	
Section 5: Information about the Architect	No Score					
Section 6: Scored Questions for the Architect	45	45	20	45	35	
Section 7: Information about the Engineer or Specialists	No Score					
Section 8: Scored Questions for the Engineer or Specialists	45	45	40	38	45	
* NOTE: AOR and Associate Architect will be averaged						
Part A Questionnaire Maximum Point Total	310	220	225	268	244	
Part B Experience of the DBE Team	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
1. Narrative and Organization Chart	50	50	45	50	47	
2. Required Personnel Resumes						
Project Executive	40	35	35	35	35	
Design Principal	40	40	20	37	35	
Construction Principal	40	40	35	35	35	
Construction Team:						
Project Manager	20	15	15	15	15	
Design Manager	20	15	15	20	18	
General Superintendent	20	18	20	18	15	
Superintendent	20	18	20	18	18	
Quality Control Manager	10	9	10	10	8	
Project Controls Manager	10	8	0	10	9	
Safety Manager	10	10	10	10	9	
Design Team:						
Design Project Manager	20	20	10	20	15	
Design Architect (if not AOR)	20	18	8	18	15	
Project Architect	10	10	8	8	8	
Sustainability Manager	10	10	5	8	5	
Building Code Consultant	10	10	10	8	10	
Engineer or Specialists Team:						
Civil Engineer	10	5	5	5	5	
Structural Engineer	10	10	5	8	5	
Mechanical Engineer	10	10	5	8	8	
Electrical Engineer	10	10	5	8	8	
Environmental Engineer/Scientist	10	5	5	8	5	
Low Voltage Engineer	10	10	5	10	6	
Plumbing Engineer	10	10	5	8	8	
Fire Protection Engineer	10	10	8	10	8	
Electronic Security Systems Designer	10	10	8	8	10	
Food Service Equipment Designer	10	10	5	10	8	
3. Project Profiles						
10 Projects @ 10 points maximum each	100	95	90	95	90	
4. Working Relationship Matrix	100	34	40	58	72	
5. Project Profile References						
10 Projects @ 10 points maximum each	100	100	81	89	63	
6. Project Management Approach						
• Managing the project	120	115	115	120	115	
• Sustainability	20	20	10	20	18	
• DBE Outreach	30	28	30	30	30	
• Low Impact Design	30	30	20	30	25	
Part B Experience Maximum Point Total	950	838	708	845	781	
PARTS A & B MAXIMUM POINTS TOTAL	1260	1058	933	1113	1025	Remarks
ORAL PRESENTATIONS	200	200	125	200	180	
TOTAL MAXIMUM POINTS	1460	1258	1058	1313	1205	

**PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
R.Wright**

DBE Team A	Archer Western Construction/Allstate Construction Joint Venture
DBE Team B	Moss & Associates, LLC
DBE Team C	W.G. Yates & Sons Construction Company
DBE Team D	Whitesell-Green/Caddell Joint Venture

Stage 1 - Scoring Criteria

Part A - Questionnaires	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
Section 1: Information of DBE Primary Team Members	No Score					
Section 2: Essential Requirements for the DBE	Pass / Fail	pass	pass	pass	pass	
Section 3: Scored Questions for the Design Builder	140	110	135	135	124	
Section 4: Scored Financial Questions for the DBE	80	20	30	50	40	
Section 5: Information about the Architect	No Score					
Section 6: Scored Questions for the Architect	45	45	15	45	35	
Section 7: Information about the Engineer or Specialists	No Score					
Section 8: Scored Questions for the Engineer or Specialists	45	44	34	38	44	
* NOTE: AOR and Associate Architect will be averaged						
Part A Questionnaire Maximum Point Total	310	219	214	268	243	
Part B Experience of the DBE Team	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
1. Narrative and Organization Chart	50	50	40	45	40	
2. Required Personnel Resumes						
Project Executive	40	36	38	38	38	
Design Principal	40	40	40	40	38	
Construction Principal	40	38	40	36	40	
Construction Team:						
Project Manager	20	16	20	16	18	
Design Manager	20	20	20	20	20	
General Superintendent	20	20	20	17	20	
Superintendent	20	18	18	18	18	
Quality Control Manager	10	10	10	10	10	
Project Controls Manager	10	10	0	10	10	
Safety Manager	10	8	10	10	10	
Design Team:						
Design Project Manager	20	18	16	20	18	
Design Architect (if not AOR)	20	20	18	20	18	
Project Architect	10	10	7	9	8	
Sustainability Manager	10	10	10	10	10	
Building Code Consultant	10	10	9	9	10	
Engineer or Specialists Team:						
Civil Engineer	10	10	10	9	7	
Structural Engineer	10	10	9	9	10	
Mechanical Engineer	10	10	10	9	10	
Electrical Engineer	10	10	10	8	10	
Environmental Engineer/Scientist	10	9	9	9	9	
Low Voltage Engineer	10	8	9	10	8	
Plumbing Engineer	10	10	8	8	8	
Fire Protection Engineer	10	10	10	10	9	
Electronic Security Systems Designer	10	10	10	10	10	
Food Service Equipment Designer	10	10	10	10	10	
3. Project Profiles						
10 Projects @ 10 points maximum each	100	95	85	93	89	
4. Working Relationship Matrix	100	34	39	58	72	
5. Project Profile References						
10 Projects @ 10 points maximum each	100	45	49	35	40	
6. Project Management Approach						
• Managing the project	120	100	100	120	100	
• Sustainability	20	20	14	20	20	
• DBE Outreach	30	30	30	25	30	
• Low Impact Design	30	30	10	30	15	
Part B Experience Maximum Point Total	950	785	738	801	783	
PARTS A & B MAXIMUM POINTS TOTAL	1260	1004	952	1069	1026	Remarks
ORAL PRESENTATIONS	200	180	160	200	165	
TOTAL MAXIMUM POINTS	1460	1184	1112	1269	1191	

PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
T.McCray

DBE Team A	Archer Western Construction/Allstate Construction Joint Venture
DBE Team B	Moss & Associates, LLC
DBE Team C	W.G. Yates & Sons Construction Company
DBE Team D	Whitesell-Green/Caddell Joint Venture

Stage 1 - Scoring Criteria

Part A - Questionnaires	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
Section 1: Information of DBE Primary Team Members	No Score					
Section 2: Essential Requirements for the DBE	Pass / Fail	pass	pass	pass	pass	
Section 3: Scored Questions for the Design Builder	140	115	130	130	100	
Section 4: Scored Financial Questions for the DBE	80	20	30	50	40	
Section 5: Information about the Architect	No Score					
Section 6: Scored Questions for the Architect	45	44	39	38	41	
Section 7: Information about the Engineer or Specialists	No Score					
Section 8: Scored Questions for the Engineer or Specialists	45	44	39	38	41	
* NOTE: AOR and Associate Architect will be averaged						
Part A Questionnaire Maximum Point Total	310	223	237	256	222	
Part B Experience of the DBE Team	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
1. Narrative and Organization Chart	50	50	50	50	50	
2. Required Personnel Resumes						
Project Executive	40	40	40	40	40	
Design Principal	40	40	40	40	40	
Construction Principal	40	40	40	40	40	
Construction Team:						
Project Manager	20	20	20	20	20	
Design Manager	20	20	20	20	20	
General Superintendent	20	20	20	20	20	
Superintendent	20	20	20	20	20	
Quality Control Manager	10	10	10	10	10	
Project Controls Manager	10	10	10	10	10	
Safety Manager	10	10	10	10	10	
Design Team:						
Design Project Manager	20	20	20	20	20	
Design Architect (if not AOR)	20	20	20	20	20	
Project Architect	10	10	10	10	10	
Sustainability Manager	10	10	10	10	10	
Building Code Consultant	10	10	10	10	10	
Engineer or Specialists Team:						
Civil Engineer	10	10	10	10	10	
Structural Engineer	10	10	10	10	10	
Mechanical Engineer	10	10	10	10	10	
Electrical Engineer	10	10	10	10	10	
Environmental Engineer/Scientist	10	10	10	10	10	
Low Voltage Engineer	10	10	10	10	10	
Plumbing Engineer	10	10	10	10	10	
Fire Protection Engineer	10	10	10	10	10	
Electronic Security Systems Designer	10	10	10	10	10	
Food Service Equipment Designer	10	10	10	10	10	
3. Project Profiles						
10 Projects @ 10 points maximum each	100	100	100	100	100	
4. Working Relationship Matrix	100	100	100	100	100	
5. Project Profile References						
10 Projects @ 10 points maximum each	100	100	100	100	100	
6. Project Management Approach						
• Managing the project	120	120	120	120	120	
• Sustainability	20	20	20	20	20	
• DBE Outreach	30	30	30	30	30	
• Low Impact Design	30	30	30	30	30	
Part B Experience Maximum Point Total	950	950	950	950	950	
PARTS A & B MAXIMUM POINTS TOTAL	1260	1173	1187	1206	1172	Remarks
ORAL PRESENTATIONS	200	200	185	200	160	
TOTAL MAXIMUM POINTS	1460	1373	1372	1406	1332	

PD 16-17.004 Design-Build Services for the New Escambia County Correctional Facility
L.Edler

DBE Team A	Archer Western Construction/Allstate Construction Joint Venture
DBE Team B	Moss & Associates, LLC
DBE Team C	W.G. Yates & Sons Construction Company
DBE Team D	Whitesell-Green/Caddell Joint Venture

Stage 1 - Scoring Criteria

Part A - Questionnaires	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
Section 1: Information of DBE Primary Team Members	No Score					
Section 2: Essential Requirements for the DBE	Pass / Fail	pass	pass	pass	pass	
Section 3: Scored Questions for the Design Builder	140	120	130	140	124	
Section 4: Scored Financial Questions for the DBE	80	20	30	50	40	
Section 5: Information about the Architect	No Score					
Section 6: Scored Questions for the Architect	45	45	45	45	45	
Section 7: Information about the Engineer or Specialists	No Score					
Section 8: Scored Questions for the Engineer or Specialists	45	45	45	45	43	
* NOTE: AOR and Associate Architect will be averaged						
Part A Questionnaire Maximum Point Total	310	230	250	280	252	
Part B Experience of the DBE Team	Points Possible	DBE Team A	DBE Team B	DBE Team C	DBE Team D	Remarks
1. Narrative and Organization Chart	50	50	50	50	50	
2. Required Personnel Resumes						
Project Executive	40	40	40	40	40	
Design Principal	40	40	40	40	40	
Construction Principal	40	40	40	40	40	
Construction Team:						
Project Manager	20	20	20	20	20	
Design Manager	20	20	20	20	20	
General Superintendent	20	20	20	20	20	
Superintendent	20	20	20	20	20	
Quality Control Manager	10	10	10	10	10	
Project Controls Manager	10	10	10	10	10	
Safety Manager	10	10	10	10	10	
Design Team:						
Design Project Manager	20	20	20	20	20	
Design Architect (if not AOR)	20	20	20	20	0	
Project Architect	10	10	10	10	10	
Sustainability Manager	10	10	10	10	10	
Building Code Consultant	10	10	10	10	10	
Engineer or Specialists Team:						
Civil Engineer	10	10	10	10	10	
Structural Engineer	10	10	10	10	10	
Mechanical Engineer	10	10	10	10	10	
Electrical Engineer	10	10	10	10	10	
Environmental Engineer/Scientist	10	10	10	10	10	
Low Voltage Engineer	10	10	10	10	10	
Plumbing Engineer	10	10	10	10	10	
Fire Protection Engineer	10	10	10	10	10	
Electronic Security Systems Designer	10	10	10	10	10	
Food Service Equipment Designer	10	10	10	10	10	
3. Project Profiles						
10 Projects @ 10 points maximum each	100	100	90	100	90	
4. Working Relationship Matrix	100	34	40	58	72	
5. Project Profile References						
10 Projects @ 10 points maximum each	100	100	90	100	90	
6. Project Management Approach						
• Managing the project	120	120	120	120	120	
• Sustainability	20	20	20	20	20	
• DBE Outreach	30	20	20	20	20	
• Low Impact Design	30	30	30	30	30	
Part B Experience Maximum Point Total	950	874	860	898	872	
PARTS A & B MAXIMUM POINTS TOTAL	1260	1104	1110	1178	1124	Remarks
ORAL PRESENTATIONS	200	197	196	200	199	
TOTAL MAXIMUM POINTS	1460	1301	1306	1378	1323	

Escambia County Jail Construction

Bill Greenhut <Bill@greenhut.com>

Copy email address

Fri 2/3/2017 9:52 AM

View details

To: Paul R. Nobles <prnobles@co.escambia.fl.us>;

Cc: Randy Talcott <gcctalcott@greenhut.com>; Ryan Greenhut <ryan@greenhut.com>; David Burton <DBurton@mosscom.com>; Jeffrey Sellers <JSellers@mosscom.com>; 'Chastant, Paul <Paul.Chastant@hdrinc.com> (Paul.Chastant@hdrinc.com)' <Paul.Chastant@hdrinc.com>; 'Halden.Tally@hdrinc.com' <Halden.Tally@hdrinc.com>; 'Robert Emmanuel' <RAE@esclaw.com>;

Paul,

The tabulation of the Selection Committee yesterday at the Public meeting put our team, Moss & Associates, 4th out of 4 proposers. Accordingly, the Committee recommended the 3 highest scoring proposers to the Commission for their vote on the 16th. While there was a vote of the Committee to send 4 names to the Commission, for a short list, which failed, please know that our team respects the selection process established by the County and would not be interested in being added as a 4th to the short list. We wish you well in this endeavor for Escambia County.

Bill Greenhut
Chief Executive Officer
Greenhut Construction Company
P.O. Box 12603
Pensacola, FL 32591-2603
(P) 850 433-5421



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11740

County Administrator's Report 15. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/16/2017

Issue: County Representation on the City of Pensacola's Climate Mitigation and Adaptation Task Force

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning County Representation on the City Council's Climate Mitigation and Adaptation Task Force - Jack R. Brown, County Administrator

That the Board take the following action regarding the County's Representation on the City Council's Climate Mitigation and Adaptation Task Force:

A. Approve Carrie Stevenson, Extension Agent III, to serve as the County's representative on the City Council's Climate Mitigation and Adaptation Task Force; and

B. Approve Matt Posner, RESTORE Coordinator, to serve as Alternate in case Carrie Stevenson cannot attend a meeting.

BACKGROUND:

The City of Pensacola's Environmental Advisory Board has initiated a local climate change task force. The Climate Mitigation and Adaptation Task Force will be used to help the City of Pensacola and the surrounding region adapt to the increasing climate change. Some of the key objectives and goals for the task force will include the development of adaptation and mitigation strategies to enhance the region's resilience and preparation for withstanding the impacts of climate change, including flooding resulting from heavy participation, rising sea levels, strong hurricanes, and other extreme weather events. The task force will also develop public outreach and educational programs to encourage residents, business owners, and organizations to participate in the local Climate Change Plan. Another goal is to develop strategies to obtain federal and state grants, energy costs savings, and other financial resources to offset program costs.

BUDGETARY IMPACT:

No budgetary impact to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration required for this appointment.

PERSONNEL:

No personnel impact associated with this appointment.

POLICY/REQUIREMENT FOR BOARD ACTION:

No Board policy associated with this appointment.

IMPLEMENTATION/COORDINATION:

No other staff implementation required for this appointment.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11678

County Administrator's Report 15. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Supplemental Budget Amendment #058 - Ex-Oriskany PCB Artificial Reef Monitoring

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #058 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #058, Other Grants and Projects Fund (110), in the amount of \$45,000 to recognize additional grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC) for the Ex-Oriskany PCB Artificial Reef Monitoring Project. This will increase the grant from \$45,000 to \$90,000; increase the number of samples to be analyzed from 60 up to 120 fish; and extend the expiration date from December 31, 2017 to December 31, 2018.

BACKGROUND:

On January 19, 2017, the Board approved an agreement with the FWC for the Ex-Oriskany PCB Artificial Reef Monitoring Project. This agreement will increase the grant from \$45,000 to \$90,000; increase the number of samples to be analyzed from 60 up to 120 fish; and extend the expiration date from December 31, 2017 to December 31, 2018.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of \$45,000.

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# 058

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

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 additional grant funds from the Florida Fish and Wildlife Conservation Commission (FWC) for Ex-Oriskany PCB Artificial Reef Monitoring, and these revenues 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 and Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Oriskany PCB Monitoring	110	334326	45,000
Total			<u>\$45,000</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	110/220338	53101	45,000
Total			<u>\$45,000</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

D.B. Underhill, Chairman

Adopted
Stephan Hall
DN: cn=Stephan Hall, o=Escambia
County, ou=OMB,
email=sdhall@myescambia.com, c=US
Date: 2017.01.27 16:29:34 -0600
OMB Approved

Supplemental Budget Amendment
058



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11701

County Administrator's Report 15. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Supplemental Budget Amendment #068 - Florida Department of Health
EMS County Grant Award

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #068 - Stephan Hall,
Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #068, Other Grants and Projects Fund (110), in the amount of \$39,648, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County.

BACKGROUND:

Escambia County Public Safety has received grant proceeds from a Florida Department of Health EMS County Grant Application. Funds have been awarded in the amount of \$39,648 for the improvement and expansion of pre-hospital Emergency Medical Services.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$39,648.

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#068

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

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 an EMS County grant by the Florida Department of Health for improving and expanding the County's pre-hospital EMS system, 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
EMS County Award	110	334221	\$39,648
Total			\$39,648

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Books, Pubs, & Subs	110/330318	55401	\$24,848
Machinery & Equipment	110/330318	56401	\$14,800
Total			\$39,648

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

D.B. Underhill, Chairman

Adopted
Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia
County, ou=OMB,
email=sdhall@myescambia.com, c=US
Date: 2017.02.03 14:17:27 -06'00'

OMB Approved

Supplemental Budget Amendment
#068



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11711

County Administrator's Report 15. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Supplemental Budget Amendment #069 - LAP Agreement for Construction of Sidewalks Along Old Corry Field Road

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #069 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #069, Local Option Sales Tax III, (LOST) Fund (352), in the amount of \$353,150, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program (LAP) Agreement, and to appropriate these funds for construction of sidewalks along Old Corry Field Road between Navy Boulevard (SR 30) and Jackson Street.

BACKGROUND:

On February 16, 2017, it is anticipated the Board will approved an LAP between the Florida Department of Transportation and Escambia County, Florida, for the construction of sidewalks along Old Corry Field Road between Navy Boulevard (SR 30) and Jackson Street. Project costs will be reimbursed in the amount of \$353,150 , which is the amount being appropriated with this amendment.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$353,150.

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#069

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County will receive funds from a State of Florida Department of Transportation Local Agency Program Agreement for the construction of sidewalks along CR295A Old Corry Field Road, 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 Options Sales Tax III	352		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
LAP-CR295A Old Corry Sidewalks	352	334xxx (new)	\$353,150
Total			\$353,150

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Improvements Other than Buildings	352/210125 (new)	56301/17EN3772(new)	\$353,150
Total			\$353,150

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

D.B. Underhill, Chairman

Adopted
Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia
County, ou=OMB,
email=sdhall@myescambia.com, c=US
Date: 2017.02.02 17:25:56 -06'00'
OMB Approved

Supplemental Budget Amendment
#069



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11713

County Administrator's Report 15. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Supplemental Budget Amendment #070 - 2015 FTA Grant
FL90-877-00

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #070 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #070, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320), in the amount of \$1,022,884, to recognize the final apportionment for the 2015 FTA Grant FL90-877-00 received from the Federal Transit Administration (FTA), and to appropriate these funds to be used for ADA Paratransit service, preventive maintenance, purchase 3 replacement buses, purchase bus shelters and amenities, and other operating expenses associated with the Escambia County Area Transit System (ECAT). Funds are also to be used for a transit feasibility study for Orange Beach, Alabama. Florida toll revenue credits will be used as a soft match for the required \$255,721.

BACKGROUND:

Escambia County Area Transit (ECAT) was awarded the final apportionment for the 2015 FTA Grant FL90-877-00 received from the Federal Transit Administration (FTA). These funds will be used for ADA Paratransit service, preventive maintenance, purchase 3 replacement buses, purchase bus shelters and amenities, and other operating expenses associated with the Escambia County Area Transit System (ECAT). Funds in the amount of \$18,592 are also to be used for a transit feasibility study for Orange Beach, Alabama. Florida toll revenue credits will be used as a soft match for the required \$255,721.

BUDGETARY IMPACT:

This amendment will increase Fund 104 by \$639,094 and Fund 320 by \$383,790.

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# 070

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2017**

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 Area Transit (ECAT) was awarded the final apportionment for the 2015 FTA Grant FL-90-X877-00 from the Federal Transit Administration (FTA), and these funds need to 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:

Mass Transit Fund	104		
FTA Capital Project Funds	320		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2015 FTA Grant FL-90-X877	104	331476	639,094
2015 FTA Grant FL-90-X877	320	331477	383,790
Total			\$1,022,884

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Preventive Maintenance	104/211210	53407	536,805
ADA Paratransit Costs	104/211210	53405	102,289
Professional Services	320/211233	53101	18,592
Improvements other than Buildings	320/211233	56301	3,107
Machinery and Equipment	320/211233	56401	362,091
Total			\$1,022,884

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

D. B. Underhill, Chairman

Adopted
Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia
County, ou=OMB,
email=sdhall@myescambia.com, c=US
Date: 2017.02.03 17:05:44 -06'00'

OMB Approved

Supplemental Budget Amendment
070



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11714

County Administrator's Report 15. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Supplemental Budget Amendment #071 - Panhandle Library Access Network Innovation Grants

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #071 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #071, Library Fund (113), in the amount of \$6,496, to recognize Grant proceeds from the Panhandle Library Access Network, and to appropriate these funds to be used to purchase an Oculus Rift + Touch, a leading virtual reality device, to purchase a large format printer and three silhouette machines with startup supplies, and to fund travel for an employee to attend YALSA's Young Adult Services Symposium.

BACKGROUND:

Escambia County on behalf of West Florida Public Library System has received three grants from the Panhandle Library Access Network (PLAN). These funds will be used to purchase an Oculus Rift + Touch, a leading virtual reality device, a large format printer and three silhouette machines with startup supplies, and to fund travel for an employee to attend YALSA's Young Adult Services Symposium. The training and technology funds acquired by the grants are being used to implement STEAM (Science, Technology, Engineering, Arts, Mathematics) programming at the libraries.

BUDGETARY IMPACT:

This amendment will increase Fund 113 by \$6,496.

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# 071

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2017-**_____

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 was awarded three grants by the Panhandle Library Access Network to be used to purchase an Oculus Rift + Touch, a leading virtual reality device, to purchase a large format printer and three silhouette machines with startup supplies, to fund travel for an employee to attend YALSA's Young Adult Services Symposium, and these revenues 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:

Library Fund	113		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
PLAN Innovation Grant	113	366010	6,496
Total			6,496
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Travel & Per Diem	113/110508	54001	1,000
Operating Supplies	113/110508	55201	500
Machinery & Equipment	113/110508	56401	4,996
Total			6,496

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

D.B. Underhill, IV, Chairman

Adopted
Stephan Hall
DN: cn=Stephan Hall, o=Escambia
County, ou=OMB,
email=sdhall@myescambia.com, c=US
Date: 2017.02.03 17:06:48 -06'00'

OMB Approved

Supplemental Budget Amendment
071



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11731

County Administrator's Report 15. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Supplemental Budget Amendment #072 - Sheriff's Off-Duty Officer, Insurance, and Miscellaneous Reimbursements/Fees

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #072 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #072, General Fund (001), in the amount of \$103,769, to recognize the Sheriff's off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds to offset operating expenses in the Sheriff's Budget associated with these programmatic costs.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance, and miscellaneous reimbursements/fees associated with providing law enforcement in Escambia County. SBA#072 appropriates these funds back into the Sheriff's FY16/17 Budget to offset the programmatic costs to his budget.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$103,769.

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#072

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2017-**_____

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance, and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

General Fund	1		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	20,531
Firing Range	1	347532	105
Investigative Costs	1	341525	2,004
Insurance Proceeds	1	369008	15,307
Reimbursements	1	369401	65,822
Total			103,769

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expenses	001/540101	59703	103,769
Total			103,769

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

D.B. Underhill, Chairman

Deputy Clerk

Adopted
Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia
County, ou=OMB,
email=sdhall@myescambia.com, c=US
Date: 2017.02.03 16:54:01 -06'00'

OMB Approved

**Supplemental Budget Amendment
#072**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11695

County Administrator's Report 15. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Interlocal Agreement for Funding of Pensacola-Escambia County Promotion and Development Commission

From: Katie Macarthur, Director's Aide

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the Fiscal Year 2016-2017 Funding of Pensacola-Escambia County Promotion and Development Commission - Amy Lovoy, Assistant County Administrator

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Rescind the Board's action of October 6, 2016, approving the Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola Relating to the FY 2016-2017 Funding of Pensacola-Escambia County Promotion and Development Commission, the first quarterly draw in the amount of \$137,500, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period, from October 1, 2016, through September 30, 2017; authorizing the Chairman to execute the Interlocal Agreement; and authorizing approval of the necessary Purchase Order;

B. Approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the FY 2016-2017 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of \$550,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2016 through September 30, 2017;

C. Authorize the Chairman to execute the Interlocal Agreement; and

D. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

Chapter 89-481, Laws of Florida, requires that the fiscal contribution of the City and County be established yearly by Interlocal Agreement. The City and County agree that the County shall contribute \$550,000 and the City shall contribute \$150,000 to the PEDC for Fiscal Year 2016/2017.

The Interlocal Agreement being rescinded was approved on October 6, 2016, and was based upon Board's direction given on September 20, 2016, to only fund the first quarterly draw of \$137,500 in October 2016. The original intent was to amend that Agreement once certain metrics were provided and the full allocation would be approved. The originally-adopted agreement was never fully-executed and will be replaced by the Interlocal Agreement being approved on February 16, 2017, funding PEDC the full tentative Fiscal Year 2016/17 allocation of \$550,000.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Interlocal Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Action - October 6, 2016

Interlocal Agreement for PEDC

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-27. Approval of Various Consent Agenda Items – Continued

21. Continued...

B. SMG - \$275,000

Vendor Number: 190107

Bay Center Management Fee

Fund 409; Cost Center 360401; Account Code 53401

Board Approved: Agreement dated February 16, 2012; Amendment dated May 21, 2015

C. Florida Department of Health d/b/a Escambia County Health Department - \$337,649

Vendor Number: 051513

Health Services

Fund 001; Cost Center 360301; Account Code 58101

22. Taking the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approving the *Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola Relating to the FY 2016-2017 Funding of Pensacola-Escambia County Promotion and Development Commission*, the first quarterly draw in the amount of \$137,500, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period, from October 1, 2016, through September 30, 2017;

B. Authorizing the Chairman to execute the Interlocal Agreement; and

C. Authorizing approval of the necessary Purchase Order.

23. Approving Budget Amendment Request #286, Escambia County Restricted Fund (101), Code Enforcement Fund (103), Tourist Promotion Fund (108), Development Review Fund (116), in the amount of \$57,850, to cover personnel shortages in several Cost Centers; funding is available within each of the listed funds, and there is no change to the total budget.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS AND THE CITY OF
PENSACOLA RELATING TO THE FY 2016-2017 FUNDING OF
PENSACOLA-ESCAMBIA COUNTY PROMOTION AND
DEVELOPMENT COMMISSION.**

THIS 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 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by Section 163.01, Florida Statutes, 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, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1

Purpose

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2016-2017.

Article 2

Responsibilities of Parties

- 2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2016-2017 that the County shall contribute to the PEDC the amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) and the City shall contribute to the PEDC the amount of One Hundred Fifty Thousand Dollars (\$150,000.00). Each shall reflect such contributions in their respective budgets.
- 2.2 This Agreement shall bind the parties beginning October 1, 2016, with respect to their PEDC FY 2016-2017 budgetary contributions. However, contributions for the FY 2016-2017 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.
- 2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.
- 2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3

General Provision

- 3.1 **Termination:** This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

- 3.2 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 provisions 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.
- 3.3 Assignment:** This 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.
- 3.4 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 3.5 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.
- 3.6 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.
- 3.7 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 the subject of this Agreement shall be in the County of Escambia.
- 3.8 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 City 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 City 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.

- 3.9 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.
- 3.10 Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 3.11 No Waiver:** The failure of a party 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.
- 3.12 Notices:** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

Jack R. Brown
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY

Eric Olson
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2017, and the City of Pensacola, by and through its Mayor, duly authorized to execute same by the City of Pensacola City Council on the _____ day of _____, 2017.

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By: _____
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

Deputy Clerk

BCC APPROVED: _____

CITY:

The City of Pensacola, a Florida Municipal Corporation

ATTEST: Ericka Burnett
Clerk of the City
of Pensacola

By: _____
Ashton J. Hayward, III, Mayor

By: _____
Clerk

Date: _____

By: _____
City Attorney

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACA

Date: 1/26/17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11559

County Administrator's Report 15. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Juvenile Justice Detention Center Lease at 1800 St. Mary Street

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Street - David W. Wheeler, CFM, Director, Facilities Management

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, , from July 1, 2017, to June 30, 2027.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be \$324,566.35]

BACKGROUND:

The current lease with the Department of Juvenile Justice Detention Center expires June 30, 2017. This Agreement for Lease Extension will extend the lease for an additional 10 years beginning July 1, 2017 and ending June 30, 2027. Lease payments will be adjusted annually per Exhibit B with the cost of utilities adjusted each January.

BUDGETARY IMPACT:

Rent from this lease will be deposited into the General Fund (001). Rent for the first year will be \$324,566.35.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Lease Extension was prepared in conjunction with the County Attorney's Office, and was approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Lease Extension



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

WHEREAS, the Department of Juvenile Justice, as Lessee, has previously entered into Lease Number 800:0331, on June 21st, 2007 which became effective July 1st, 2007 and consists of 30,355 square feet; the current Lessor being ESCAMBIA COUNTY

and WHEREAS, the current description of the leased premises is:

1800 St. Mary Avenue Pensacola, FL as shown on the drawing attached as Exhibit A (Premises)

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. ☐ **Agreement for Lease Renewal:**

Lessor and Lessee agree that, pursuant to Article _____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____ and ending _____.

2. ☒ **Agreement for Lease Extension:**

Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 120 month(s), beginning July 1st, 2017 and ending June 30th, 2027.

3. ☐ **Restructuring the Rental Rate:**

Commencing _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 8 of this agreement.

4. ☐ **Increase or Decrease Square Footage:**

Commencing _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet. The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 8 of this Agreement.

5. ☐ **Change the Renewal Option Terms:**

Commencing _____, the Lease is hereby amended to change the renewal option periods from _____ year periods to _____ year periods.

6. ☒ **Cooperation with the Inspector General:**

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.



STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

7. ☐ Other:

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

8. Effective Rental Rates – Square Footage (see attached Exhibit "B")

TERM		RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
Start (MM/DD/YYYY)	End (MM/DD/YYYY)			
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00
-	-		\$0.00	\$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum _____ effective _____, _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

Commencing _____, _____, said lease is hereby amended and modified to incorporate Addendum _____.



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the _____

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

Date: _____

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X	_____	_____	_____
	Agency Head or Authorized Delegate	Printed Name/Title	Date
X	_____	_____	_____
	Agency Office of General Counsel	Printed Name	Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X	_____	_____	_____
	Chief Real Property Administrator	Printed Name/Title	Date
X	_____	_____	_____
	Secretary or Authorized	Printed Name	Date
X	_____	_____	_____
	DMS Office of General Counsel	Printed Name	Date

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Jan 24, 2017

Page: 3 of 3
Form: 4040
Rev. Date: 7/15

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the parcel of property being the site of the Juvenile Justice Center:

Six (6) acres of land in the Southeast center of the North half of Lot 2, Section 17, Township 2 South, Range 30 West, according to U. S. Official Survey, the said 6 acres being bounded as follows: Beginning at the Southeast corner of said N ½ of Lot 2, thence West 501.00 feet 4 inches to a stake, thence North 501 feet 4 inches to a stake, thence South along East line of said Lot 2 a distance of 501 feet 4 inches to point of beginning. The said N ½ of Lot 2 is suppose to be Lot 15 according to Plan subdivision said section 17 now on file in the Office of the Escambia County Abstract Company, Pensacola, Florida and reputed to have been made by Geo. Brainerd and Geo. W. McIntyre, said property being in Escambia County, Florida.

The detention area of said building thereon being leased to the Department of Juvenile Justice.

Exhibit "B"
Department of Juvenile Justice
Lease No.:
Pensacola Detention Center
30,355 Sq. Ft./Net Rentable

Term	Base Rent \$2.22 Sq. Ft.	Building Insurance @ 32.5%	Int and Ext. Maintenance, Pest Control, Janitorial Services @ \$6.00/Sq Ft	Renovations, Permits, Design, Debt Service, Fire Inspection Fees, Assessments, Taxes @\$1.50/per sq ft	5% County Overhead	Total	Annual	Monthly	Annual Rate Per Square Foot
July 1, 2017 - June 30, 2018	\$ 67,388.10	\$ 14,060.21	\$ 182,130.00	\$ 45,532.50	\$ 15,455.54	\$ 324,566.35	\$ 324,566.35	\$ 27,047.20	\$ 10.69
July 1, 2018 - June 30, 2019	\$ 69,409.74	\$ 14,763.22	\$ 187,593.90	\$ 45,532.50	\$ 15,864.97	\$ 333,164.33	\$ 333,164.33	\$ 27,763.69	\$ 10.98
July 1, 2019 - June 30, 2020	\$ 71,492.04	\$ 15,501.38	\$ 193,221.72	\$ 45,532.50	\$ 16,287.38	\$ 342,035.02	\$ 342,035.02	\$ 28,502.92	\$ 11.27
July 1, 2020 - June 30, 2021	\$ 73,636.80	\$ 16,276.45	\$ 199,018.37	\$ 45,532.50	\$ 16,723.21	\$ 351,187.32	\$ 351,187.32	\$ 29,265.61	\$ 11.57
July 1, 2021 - June 30, 2022	\$ 75,845.90	\$ 17,090.27	\$ 204,988.92	\$ 45,532.50	\$ 17,172.88	\$ 360,630.47	\$ 360,630.47	\$ 30,052.54	\$ 11.88
July 1, 2022 - June 30, 2023	\$ 78,121.28	\$ 17,944.79	\$ 211,138.59	\$ 45,532.50	\$ 17,636.86	\$ 370,374.01	\$ 370,374.01	\$ 30,864.50	\$ 12.20
July 1, 2023 - June 30, 2024	\$ 80,464.92	\$ 18,842.03	\$ 217,472.74	\$ 45,532.50	\$ 18,115.61	\$ 380,427.80	\$ 380,427.80	\$ 31,702.32	\$ 12.53
July 1, 2024 - June 30, 2025	\$ 82,878.86	\$ 19,784.13	\$ 223,996.93	\$ 45,532.50	\$ 18,609.62	\$ 390,802.04	\$ 390,802.04	\$ 32,566.84	\$ 12.87
July 1, 2025 - June 30, 2026	\$ 85,365.23	\$ 20,773.33	\$ 230,716.83	\$ 45,532.50	\$ 19,119.39	\$ 401,507.29	\$ 401,507.29	\$ 33,458.94	\$ 13.23
July 1, 2026 - June 30, 2027	\$ 87,926.19	\$ 21,812.00	\$ 237,638.34	\$ 45,532.50	\$ 19,645.45	\$ 412,554.48	\$ 412,554.48	\$ 34,379.54	\$ 13.59

Yearly a 3% Increase on Base Rent, Int and Ext Maintenance, Pest Control, & Janitorial Services. 5% Increase for Insurance

Utilities will be billed separately at \$4.11 with an increase of 3% per year and will be recalculated each year in January preceding the beginning of the new lease year.

Utilities	
July 1, 2017 - June 30, 2018	\$ 124,759.05
July 1, 2018 - June 30, 2019	\$ 128,501.82
July 1, 2019 - June 30, 2020	\$ 132,356.88
July 1, 2020 - June 30, 2021	\$ 136,327.58
July 1, 2021 - June 30, 2022	\$ 140,417.41
July 1, 2022 - June 30, 2023	\$ 144,629.93
July 1, 2023 - June 30, 2024	\$ 148,968.83
July 1, 2024 - June 30, 2025	\$ 153,437.90
July 1, 2025 - June 30, 2026	\$ 158,041.03
July 1, 2026 - June 30, 2027	\$ 162,782.26



STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: 8 0 0 : 0 3 3 1

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. ☒ Publicly Owned Facility
- b. ☐ Privately Owned Facility ☐ Individually held ☐ Entity held (e.g., corporate, LLC, partnership, etc.)
- c. Name of titleholder: Escambia County, Florida
Titleholder FEIN or SSN: F59-6000598003
Name of facility: Escambia Regional Detention Center
Facility street address: 1800 St. Mary Avenue
Facility city, state, zip code: Pensacola, FL 32501

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes ☐ No ☒
If "Yes," please proceed to section 4.
- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒
If "Yes," please proceed to 2.c.
- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒
If "Yes," please proceed to 2.d.
- d. Is the facility listed above financed with any type of local government obligations? Yes ☐ No ☒
If "Yes," please stop and immediately contact your state leasing representative.

3. Ownership Disclosure List - (additional pages may be attached)

a. Name	Government Agency (if applicable)	Extent of Interest (Percent)
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%

- b. The equity of all others holding interest in the above named facility totals: _____

4. Signatures

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

D. B. Underhill, Chairman

This is to certify that I, D. B. Underhill, as Chairman, am authorized to sign for the required information thereon.

Date Signed: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Jan. 24, 2017



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11739

County Administrator's Report 15. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Interlocal Agreement with Santa Rosa Island Authority (SRIA) for 2017
Mass Transit Service

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for 2017 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for 2017:

A. Approve the Interlocal Agreement between Escambia County and the SRIA Relating to Transportation Services on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from March 3, 2017, through October 29, 2017, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, tourists, and locals an opportunity to visit more of the beach, and subsequently more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

BACKGROUND:

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT “Beach Jumper” routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

BUDGETARY IMPACT:

Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Interlocal Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, ECAT staff will coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

Attachments

Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,
FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING
TO TRANSPORTATION SERVICES ON PENSACOLA BEACH**

THIS AGREEMENT is made this ____ day of February, 2017, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA are authorized by Sections 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA desires and requests the County, through Escambia County Area Transit (ECAT), to provide transportation services on Pensacola Beach; and

WHEREAS, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions herein set forth; and

WHEREAS, the County has a Management Service Agreement with First Transit, INC. giving the Management Company exclusive right to operate, manage and maintain the Escambia County Area Transit and other services, and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide transportation services on Pensacola Beach.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide transportation services on Pensacola Beach.

Section 2. Scope of Service.

The County, through ECAT, shall provide the following transportation service:

(a) Hours of Service. ECAT will provide transportation services during the service period per Section 2.(b) herein on a weekly basis according to the following schedule:

Monday - Thursday (53 days): Three (3) trolleys between the hours of 5:00 p.m. and 1:00 a.m.

Friday, Saturday and Sunday (60 days): Two (2) trolleys between the hours 5:00 p.m. and 1:00 a.m.

Friday, Saturday and Sunday (45 days): Three (3) trolleys between the hours 5:00 p.m. and 1:00 a.m.

Two trolleys will run for the full service of March, April, and October, and partial of the service days of May and September.

Three trolleys will run for the full service days of May, June, July, and August, and partial of the service days of May and September.

(b) Service Period. The service period will commence on **March 3, 2017**, and end on **October 29, 2017** with October being an alternative month.

(c) Service Route. The applicable service route is depicted in Exhibit "A", attached hereto and incorporated herein.

Routes and Schedules may be revised as necessary at any time during the term of this Agreement. Any increase in Service Level may require an increase in budgeted costs.

Operators will not deviate from the assigned route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the ECAT Assistant General Manager - Operations.

(d) Operators and Uniforms. ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by SRIA and ECAT.

(e) Service Review. ECAT and SRIA agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties,

including but not limited to changes in routes or schedules or increases in budgeted costs.

Section 3. Compensation and Method of Payment

In exchange for the provision of such transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in Exhibit "B", attached hereto and incorporated herein.

Costs for additional mass transit service requested by the SRIA, such as Blue Angel weekend or other scheduled beach special events, will be billed at the hourly, variable rate as set forth in attached Exhibit B, and clearly identified on the appropriate monthly invoice.

ECAT will submit monthly invoices to the SRIA for the authorized service costs incurred during the previous month, and SRIA will remit all payments to ECAT by the end of the month in which the invoice was received.

Section 4. Insurance.

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including but not limited to, commercial general liability coverage with a \$5,000,000 combined single limit and \$5,000,000 excess limit.

Any additional insurance coverage will be the responsibility of SRIA.

Section 5. Term of Agreement.

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

Section 6. Termination.

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

Section 7. Liability.

(a) 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 SRIA agrees to be fully responsible for its negligent acts or omissions or tortuous 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, Florida, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 8. 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 member 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.

Section 9. Assignment.

This 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.

Section 10. 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.

Section 11. 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.

Section 12. 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 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.

(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.

Section 13. 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.

Section 14. 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.

Section 15. 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:

Notices shall be sent to:

County:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

SRIA:
Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payments to the County shall be sent to:

ECAT
1515 West Fairfield Drive
Pensacola, Florida 32501

Invoices to SRIA shall be sent to:

SRIA
1 Via De Luna
Pensacola Beach, FL 32561

Section 16. 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.

Section 17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this 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.

Section 18. 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.

Section 19. Effective Date.

This 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 Agreement from the SRIA.

[Signature page to follow]

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 and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

Board of County Commissioners
Escambia County, Florida

D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

SRIA:

Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: _____

ATTEST:

Date: _____

SRIA Secretary

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

[Signature]
2/3/17

EXHIBIT A

The service route is depicted on map below.

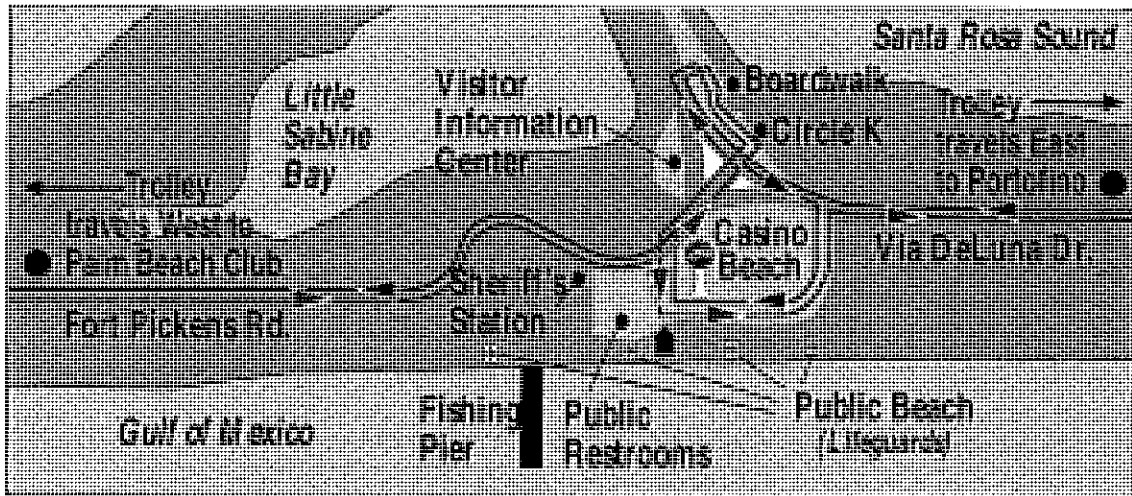


EXHIBIT B

Cost of Service. SRIA agrees to reimburse ECAT for all costs associated with this route service.

Operating costs for Fiscal 2017 are budgeted as follows:

Operations	\$161,259
Maintenance	\$33,369
Insurance	\$40,750
General Administration ...	\$42,310
Management Fee *	\$9,872
Total.....	\$287,560

Fixed Costs

Management Fee	\$9,872
General Administration ...	\$42,310
Insurance.....	\$40,750
Total	\$92,932
(Service months)	8
Fixed Costs per Month	\$11,616.50

Variable Costs

Operations	\$161,259
Maintenance	\$33,369
Total	\$193,672
(Trolley hours)	4140
Variable Costs per Hour....	\$46.78



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11686

County Administrator's Report 15. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Bob Sikes Bridge Contracts

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board amend its action taken on December 8, 2016, CAR II-32A, approving the annual allocation in the amount of \$180,000 for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the Recommendation to September 30, 2017, rather than September 30, 2016.

This does not affect the Five year Time and Maintenance Contract 14-15.030 that was approved July 7, 2015.

BACKGROUND:

A scrivener's error was made on Agenda Item CAR II - 32-A at the December 8, 2016, Board of County Commissioners Meeting. This is to amend the recommendation to correct the ending date.

BUDGETARY IMPACT:

N/A

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:

Upon BCC approval, the Office of Purchasing will issue a Purchase Order to Transcore, LP.

Attachments

Board Action 12/8/2016

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

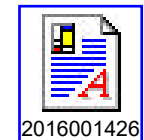


32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

- A. Approving 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. Approving 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. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION



1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

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

(Continued on Page 60)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11674

County Administrator's Report 15. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Florida Department of Environmental Protection Agreement S0878
Amendment Number 1 - Innerarity Water and Sewer Upgrade Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Florida Department of Environmental Protection (FDEP) Agreement Number S0878 Amendment Number 1 for the Escambia County Innerarity Water and Sewer Upgrade Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Florida Department of Environmental Protection (FDEP) Agreement Number S0878 Amendment Number 1, which includes the following changes:

Task 1 Design and Permitting is being changed from \$78,000 to \$45,000, which is based on actual expenses.

Task 2 Construction is being changed from \$864,000 to \$758,000, which is based on the completed design.

Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from \$40,200 to \$180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

None of the task descriptions have changed, and the total amount of the Grant remains unchanged at \$1,000,000.

[Funding Source: Fund 352, "LOST III" Cost Center 110211, Object Code 56301, Project 16PF3502]

BACKGROUND:

Escambia County's Innerarity Water and Sewer Upgrade project plays a vital role in the health and well-being of its citizens and communities.

On January 27, 2014, the Innerarity Island Development Corporation formally filed a note of abandonment pursuant to Florida Statute 367.175(1), and on March 21, 2014, the First Judicial Circuit Court ordered Escambia County to become the receiver of this now-abandoned water and wastewater utility system.

An agreement in principle has been reached between Emerald Coast Utilities Authority (ECUA) and Escambia County for ECUA to accept ownership and maintenance of the water and sewer system upon completion of reconstruction. The reconstruction efforts will bring the utilities up to current standards, for which initial estimates are estimated at \$0.3 million for design and \$2.8 million for construction.

On February 18, 2016, the Board of County Commissioners entered into an Agreement with the Florida Department of Environmental Protection (DEP), accepting \$1 million dollars in grant funds provided by the State Legislature.

Amendment Number 1 to this Agreement includes the following changes:

Task 1 Design and Permitting is being changed from \$78,000 to \$45,000, which is based on actual expenses.

Task 2 Construction is being changed from \$864,000 to \$758,000, which is based on the completed design.

Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from \$40,200 to \$180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

None of the task descriptions have changed and the total amount of the grant remains unchanged at \$1,000,000.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, "LOST III", Cost Center 110211, Object Code 56301, Project 16PF3502.

LEGAL CONSIDERATIONS/SIGN-OFF:

FDEP Agreement Number S0878, Amendment Number 1 was reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Activities associated with this Grant will be handled by the Public Works Department.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, two original copies of the Agreement/Amendment will be forwarded to the Florida Department of Environmental Protection for execution.

Attachments

Amendment 1

Original Agreement

BCC Mins 021816

**DEP AGREEMENT NO. S0878
ESCAMBIA COUNTY
AMENDMENT NO. 1**

THIS AGREEMENT as entered into on the 8th day of March, 2016, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ESCAMBIA COUNTY (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, the Grantee has requested a reallocation of the budget for the project; and,

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 3. of the Agreement is hereby deleted in its entirety and replaced with the following:

FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$1,000,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in Attachment A-1, in accordance with the schedule therein. Reimbursement shall be requested utilizing Attachment B, **Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to Attachment A-1 must be performed on or

before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:

- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A-1**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- DI. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

- 2. Section 5. of the Agreement is hereby deleted in its entirety and replaced with the following:

REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. As stated in the letter dated July 17, 2015 from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

3. Section 8. of the Agreement is hereby deleted in its entirety and replaced with the following:

DEFAULT/TERMINATION/FORCE MAJEURE:

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

4. Section 11. of the Agreement is hereby deleted in its entirety and replaced with the following:

SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, **Special Audit Requirements**, attached hereto and made a part hereof. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment E, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form

entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

5. Section 12. of the Agreement is hereby deleted in its entirety and replaced with the following:

SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

6. Section 16. of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

7. Section 18. of the Agreement is hereby deleted in its entirety and replaced with the following:

INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or

eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the Department's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
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\$300,000	Hired and Non-owned Automobile Liability Coverage
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iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwcl/scontac.htm>) or to the parties' insurance carrier.

8. Section 21. is deleted and replaced with RESERVED.

9. Section 27. of the Agreement is hereby deleted in its entirety and replaced with the following:

EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-

mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

10. Section 30. is added to the Agreement as follows:

PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

- D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:**

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

11. Section 31. is added to the Agreement as follows:

TERMINATION, FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

12. Attachment A, Project Work Plan, is hereby deleted in its entirety and replaced with Attachment A-1, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A any prior Attachment A's, shall hereinafter refer to Attachment A-1, Revised Project Work Plan.

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement S0878 to be duly executed, the day and year last written below.

Board of County Commissioners
Escambia County, Florida

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Print Name and Title of Authorized Person

Date: _____

Mahnaz Massoudi, DEP Grant Manager

Sandy Waters, DEP QC Reviewer

FEID No.:59-6000598

Approved as to form and legal
sufficiency.

By/Title: Mahnaz Massoudi
Date: 1/26/17

*For Agreements with governmental boards/ commissions: If someone other than the Chairperson signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Amendment:

Specify Type Attachment	Letter/ Number A-1	Description (include number of pages) Revised Project Work Plan (5 Pages)

ATTACHMENT A-1 GRANT WORK PLAN

PROJECT TITLE: Escambia County Innerarity Water and Sewer Upgrade

PROJECT LOCATION: The Project will be located on Innerarity Island in Escambia County, Florida. See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The Innerarity Island Development Corporation (IIDC) provided water and wastewater service to the residents of Innerarity Island in southwestern Escambia County. IIDC purchased water from the Emerald Coast Utilities Authority (ECUA) and resold it to the residents. Wastewater is currently collected in a gravity sewer system and conveyed via a system of lift stations and force mains to ECUA lift station No. 380. Wastewater is metered at the discharge of the lift station before leaving the island. The wastewater is metered and billed independently of the potable water. Water and sewer services provided in the past by IIDC were subject to regulation by the Public Service Commission of the State of Florida.

On January 27, 2014, the Innerarity Island Development Corporation formally filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014 the First Judicial Circuit Court ordered Escambia County (Grantee) to become the receiver of this water and wastewater utility system. However, not only is long term ownership and maintenance outside of the capabilities of the County, the County also has no statutory authority to own and operate a water and wastewater system due to the Enabling Act of the ECUA. An agreement in principal has been reached between ECUA and the Grantee regarding future ownership and maintenance of the Innerarity Island Development Corporation's utilities, as well as options for financing mechanisms allowing ECUA to complete design and construction, as necessary, to bring the existing utility systems into compliance with current FDEP and ECUA standards.

The project will facilitate the transfer of ownership and maintenance of the systems to ECUA. This transition is critical so that an entity with adequate resources can accept the long term requirements that come with utility ownership. This is a necessity for the residents+ served by this system.

PROJECT DESCRIPTION: The Grantee will evaluate the current water and wastewater system, formerly owned by IIDC, and design the upgrades for the water and wastewater system infrastructure to meet the standards required by ECUA for a publicly owned and maintained water and wastewater utility system.

Water system improvements may consist of: a) relatively minor main relocations to remove encroachments of the water facilities from private properties or alternatively to relocations, easements could be secured with the assistance of the Innerarity Island Homeowners Association (II HOA) to negate the need for the relocations; b) installation of system isolation valves; c) fire hydrant additions; d) modification of dead end water lines to provide either flush valves or circulation loops; e) water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters; and f) upgrade approximately 3,000 linear feet of existing 4-inch water main on North Shore Drive to 6-inch.

Sanitary sewer system improvements will consist primarily of the construction of a low pressure sewer system to replace all gravity collection on the island leaving only the relatively new gravity collection in the Russell Bayou development in service. The existing gravity sewer collection system was found to be prone to excessively heavy infiltration/inflow and to have many line segments laid at insufficient slope. Full replacement of the gravity sewer system was eliminated from consideration due to

excessive cost.

A budget reallocation is necessary due to the reasons listed:

Task 1 was changed from \$78,000 to \$45,000. The design fees are fully paid and came in lower than expected.

Task 2 was changed from \$864,800 to \$758,000. The construction costs are expected to be less based on a more refined design.

Task 3 was changed from \$40,200 to \$180,000. The actual fees paid to the City of Gulf Breeze for maintenance and operation have been running approximately \$10,000 per month which was higher than anticipated.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

Task Description: The Grantee will procure professional engineering services in accordance with state law. The Grantee will complete the evaluation and design of upgrades to the water and wastewater system infrastructure and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the draft design at 30% completion submitted to the Department's Grant Manager for review prior to submittal of the draft design at 60% completion.

Performance Standard: The Department's Grant Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1b: An electronic copy of the draft design at 60% completion submitted to the Department's Grant Manager for review prior to submittal of the final design.

Performance Standard: The Department's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1c: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

Performance Standard: The Department's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1d: A list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard: The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon Department approval of each associated task deliverable.

Task 2: Construction

Task Description: The Grantee will construct water and wastewater improvements in accordance with the final design(s) and required permits.

Deliverable 2a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following support documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 2b: Water and Wastewater improvements, constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 3: Administration, Operation, and Repair of Water and Wastewater Utility System

Task Description: The Grantee will subcontract the Administrative, Operational and Repair Services for the water and wastewater utility system.

Deliverable: An electronic copy of the Grantee's interlocal agreement with the City of Gulf Breeze for the administration, operation and repairs of the water and wastewater system submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's documents. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Deliverable must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 4: Construction Engineering Inspection Services

Task Description: The Grantee will perform construction engineering inspection services. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management and/or engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) engineering inspection reports associated with the inspection of the project.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$45,000	7/1/2015	6/30/2018
2	Construction	Contractual Services	\$758,000	7/1/2015	6/30/2018
3	Administrative, Operation & Repair of Water and Wastewater Utility System	Contractual Services	\$180,000	7/1/2015	6/30/2018
4	Construction Engineering Inspection Services	Contractual Services	\$17,000	7/1/2015	6/30/2018
Total:			\$1,000,000		

Figure 1

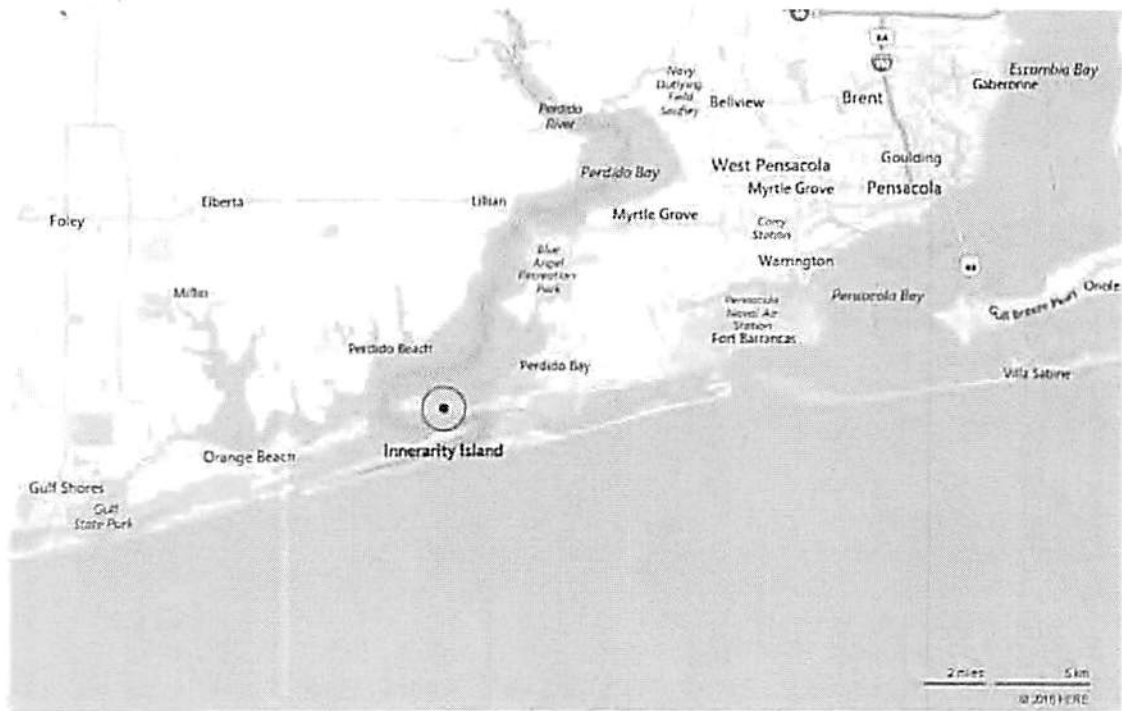
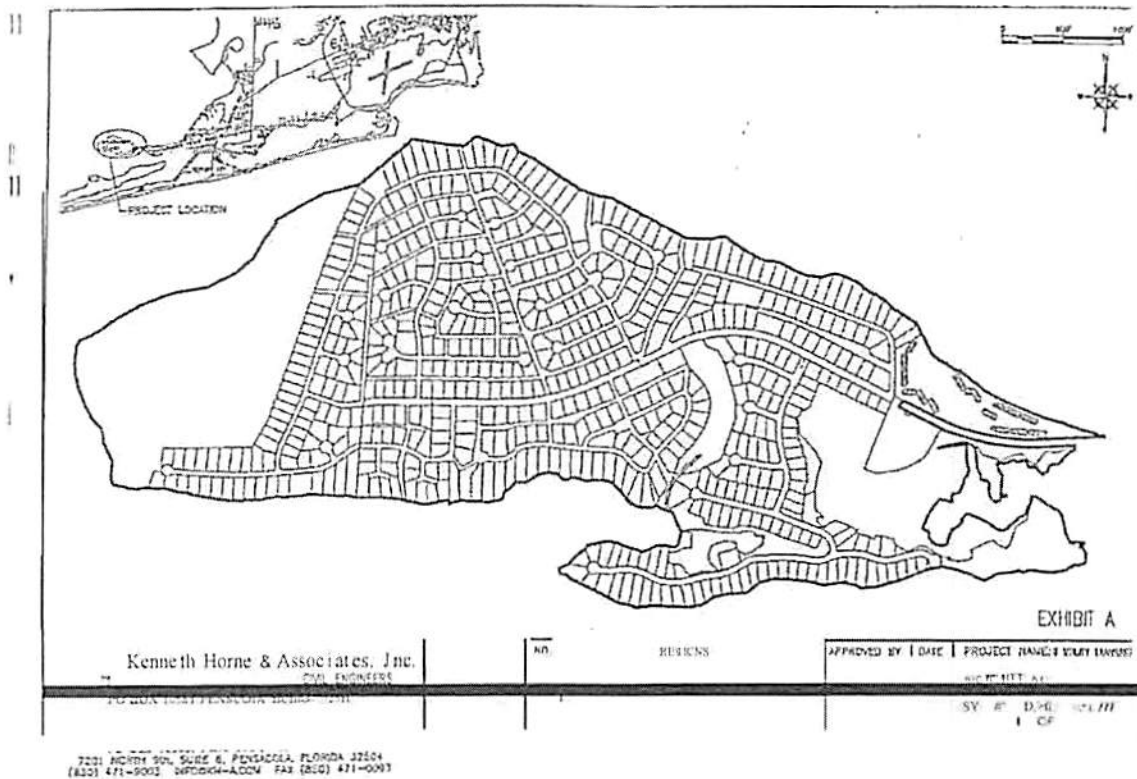


Figure 2



DEP AGREEMENT NO. S0878

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS
ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and ESCAMBIA COUNTY, whose address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Escambia County Innerarity Water and Sewer Upgrade project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$1,000,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in

part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. As stated in the letter dated July 17, 2015 from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, 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 or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the

extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number

DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Mahnaz Massoudi	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2960
E-mail Address:	Mahnaz.Massoudi@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Jack Brown	
Escambia County	
221 Palafox Place, Suite 420	
Pensacola, Florida 32502	
Telephone No.:	850-595-4947
E-mail Address:	Jack_Brown@myescambia.com

18. INSURANCE:

To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

- A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
- B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department,

and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.
- E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**.
- F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 18.F. supersedes 18.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. RESERVED:

24. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

25. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

26. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

27. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

28. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

29. ENTIRE AGREEMENT:

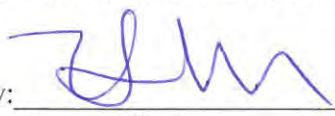
This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Chairman* **Grover C. Robinson, IV**

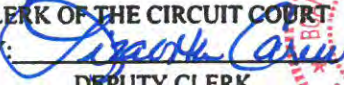
By: 
Secretary or Designee

Date: 2/18/2016

Date: 3/8/16

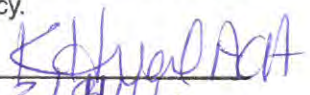
FEID No.:59-6000598

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

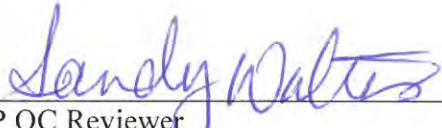
BY: 
DEPUTY CLERK



Approved as to form and legal
sufficiency.

By/Title: 
Date: 2/18/16


Mahanaz Massoudi, DEP Grant Manager

By: 
DEP QC Reviewer

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

**ATTACHMENT A
GRANT WORK PLAN**

PROJECT TITLE: Escambia County Innerarity Water and Sewer Upgrade

PROJECT AUTHORITY: Escambia County (Grantee) received funding from the Florida Legislature in the amount of \$1,000,000 through Specific Appropriation Line Item No. 1662A, Fiscal Year (FY) 2015 – 2016, General Appropriations Act. The Grantee received this funding for the purpose of evaluating the current water and wastewater system and design upgrades. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

PROJECT LOCATION: The Project will be located on Innerarity Island in Escambia County, Florida. See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The Innerarity Island Development Corporation (IIDC) provided water and wastewater service to the residents of Innerarity Island in southwestern Escambia County. IIDC purchased water from the Emerald Coast Utilities Authority (ECUA) and resold it to the residents. Wastewater is currently collected in a gravity sewer system and conveyed via a system of lift stations and force mains to ECUA lift station No. 380. Wastewater is metered at the discharge of the lift station before leaving the island. The wastewater is metered and billed independently of the potable water. Water and sewer services provided in the past by IIDC were subject to regulation by the Public Service Commission of the State of Florida.

On January 27, 2014, the Innerarity Island Development Corporation formally filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014 the First Judicial Circuit Court ordered the Grantee to become the receiver of this now abandoned water and wastewater utility system. However, not only is long term ownership and maintenance outside of the capabilities of the County, the County also has no statutory authority to own and operate a water and wastewater system due to the Enabling Act of the ECUA. An agreement in principal has been reached between ECUA and Escambia County regarding future ownership and maintenance of the Innerarity Island Development Corporation's utilities, as well as options for financing mechanisms allowing ECUA to complete design and construction, as necessary, to bring the existing utility systems into compliance with current FDEP and ECUA standards.

The proposed project will facilitate the transfer of ownership and maintenance of the systems to ECUA. This transition is critical so that an entity with adequate resources can accept the long term requirements that come with utility ownership. This is a necessity for the residents served by this system.

PROJECT DESCRIPTION: The Grantee will evaluate the current water and wastewater system formerly owned by the IIDC and design the upgrades for the water and wastewater system infrastructure to meet the standards required by ECUA for a publicly owned and maintained water and wastewater utility system.

Water system improvements may consist of: a) relatively minor main relocations to remove encroachments of the water facilities from private properties or alternatively to relocations, easements could be secured with the assistance of the Innerarity Island Homeowners Association (II HOA) to negate the need for the relocations; b) installation of system isolation valves; c) fire hydrant additions; d) modification of dead end water lines to provide either flush valves or circulation loops; e) water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters; and f) upgrade approximately 3,000 linear feet of existing 4-inch water main on North Shore Drive to 6-inch.

Sanitary sewer system improvements will consist primarily of the construction of a low pressure sewer system to replace all gravity collection on the island leaving only the relatively new gravity collection in the Russell Bayou development in service. The existing gravity sewer collection system was found to be prone to excessively heavy infiltration/inflow and to have many line segments laid at insufficient slope. Full replacement of the gravity sewer system was eliminated from consideration due to excessive cost.

TASKS and DELIVERABLES:

Task 1: Preconstruction

Task Description: The Grantee will procure professional engineering services in accordance with state law. The Grantee will complete the evaluation and design of upgrades to the water and wastewater system infrastructure and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the draft design at 30% completion submitted to the Department's Grant Manager for review prior to submittal of the draft design at 60% completion.

Performance Standard: The Department's Grant Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1b: An electronic copy of the draft design at 60% completion submitted to the Department's Grant Manager for review prior to submittal of the final design.

Performance Standard: The Department's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1c: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

Performance Standard: The Department's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1d: A list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard: The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Task 2: Construction

Task Description: The Grantee will construct water and wastewater improvements in accordance with the final design(s) and required permits.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable 2a: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 2b: Water and Wastewater improvements, constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Task 3: Administration, Operation and Repair of Water and Wastewater Utility System

Task Description: The Grantee will subcontract the Administrative, Operational and Repair Services for the water and wastewater utility system.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Deliverable must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable 3: An electronic copy of the Grantee's interlocal agreement with the City of Gulf Breeze for the administration, operation and repairs of the water and wastewater system submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's documents. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

Task 4: Construction Engineering Inspection Services

Task Description: The Grantee will perform construction engineering inspection services. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management and/or engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) engineering inspection reports associated with the inspection of the project.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/Frequency
1	Design and Permitting	7/1/2015	6/30/2018	
1a	30% Design			1/3/2018
1b	60% Design			3/31/2018
1c	Final Design			4/30/2018
1d	Permits			4/30/2018
2	Construction	7/1/15	6/30/18	
2a	Interim deliverables			Not more than once per month
2b	Final deliverables			6/30/18
3	Administration, Operation and Repair of Water and Wastewater Utility System	7/1/15	6/30/18	Not more than once per month
4	Construction Engineering Inspection Services	7/1/15	6/30/18	Not more than once per month

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$78,000
2	Contractual Services	\$864,800
3	Contractual Services	\$40,200
4	Contractual Services	\$17,000
Total:		\$1,000,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$1,000,000
Contractual Services Total	\$1,000,000
Total:	\$1,000,000

Figure 1

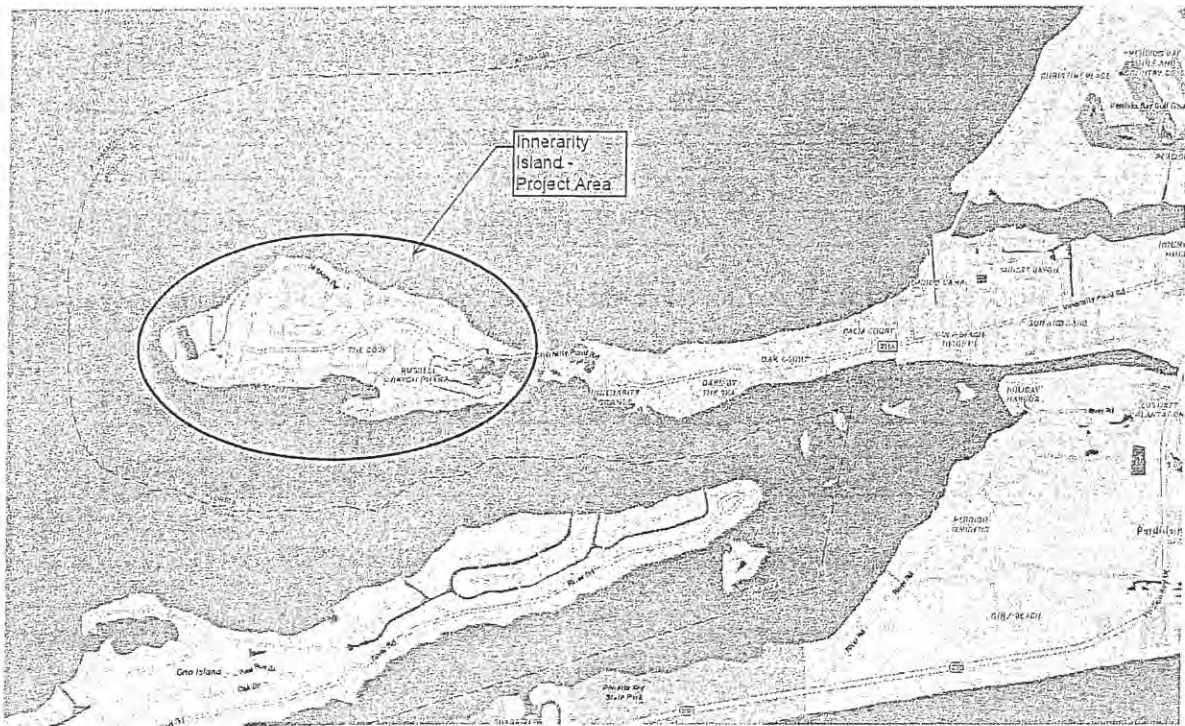
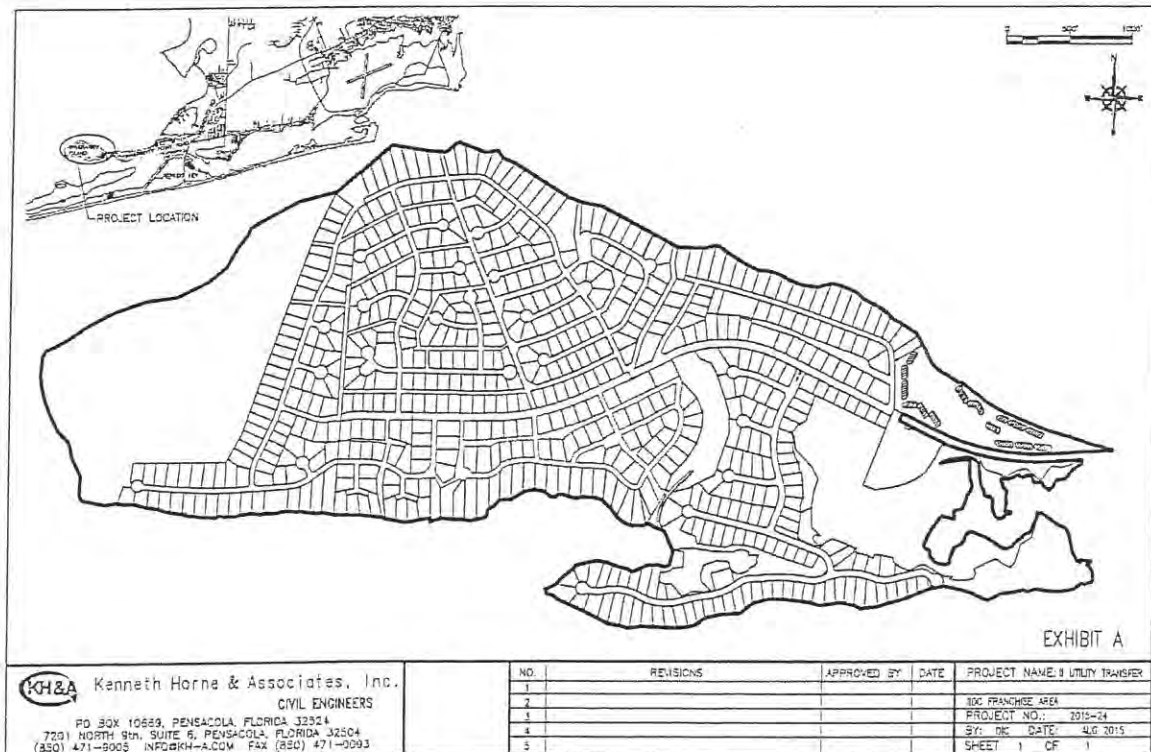


Figure 2



ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: S0878 Agreement Effective Dates: _____

Grantee: Escambia County Grantee's Grant Manager: Jack R. Brown

Mailing Address: 221 Palafox Place; Suite 420; Pensacola, Florida 32502

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$N/A	\$N/A	\$N/A	\$N/A
Overhead/Indirect/G&A Costs	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Indirect Cost	\$N/A	\$N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$N/A	\$N/A	\$N/A	\$N/A
Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, Jack R. Brown,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of Escambia County, do hereby certify that:

(Print name of Grantee/Recipient)

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager's Signature

Jack R. Brown

Print Name

(850) 595-4947

Telephone Number

Grantee's Fiscal Agent

Print Name

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0878		
Grantee Name:	Escambia County		
Grantee Address:	221 Palafox Place; Suite 420; Pensacola, FL 32502		
Grantee's Grant Manager:	Jack R. Brown	Telephone No.:	850 595-4947
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0854 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
Jack R. Brown

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. 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 part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – I

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects

Total Award				\$1,000,000.00
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

21. Taking the following action concerning an Agreement for the 2015/2016 State of Florida, Department of Environmental Protection, Division of Water Restoration, Assistance Grant Agreement, Number S0878, for the Escambia County Innerarity Water and Sewer Upgrade Project (Funding Source: Fund 352, "Local Option Sales Tax III"; new Cost Center to be set up at time of Supplemental Budget Amendment):
 - A. Accepting \$1 million in Grant funds from the 2015/2016 Department of Environmental Protection Division of Water Restoration Assistance Grant Program;
 - B. Approving the 2015/2016 State of Florida, Department of Environmental Protection Division of Water Restoration Assistance Grant Agreement, Number S0878;
 - C. Authorizing the Chairman to sign the Agreement and any subsequent documents relating to the Grant, subject to Legal sign-off, without further Board action; and
 - D. Authorizing the County Administrator to sign the Agreement and any subsequent documents relating to the Grant, as Grantee's Grant Manager, without further Board action.
22. Adopting the Resolution (*R2016-24*) approving Supplemental Budget Amendment #088, Local Option Sales Tax Fund (352), in the amount of \$1,000,000, to recognize a Grant from the State of Florida Department of Environmental Protection and to appropriate these funds to provide financial assistance for the Escambia County Innerarity Water and Sewer Upgrade Project.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11640

County Administrator's Report 15. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Local Agency Program (LAP) Agreement - Construction of Drainage System Upgrades and Sidewalks Along Old Corry Field Road

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 Agreement for Construction of Drainage System Upgrades and Sidewalks Along Old Corry Field Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, Florida, for the construction of drainage system upgrades and sidewalks along Old Corry Field Road, between Navy Boulevard (State Road 30) and Jackson Street:

A. Approve the State of Florida Department of Transportation LAP Agreement between the Florida Department of Transportation and Escambia County for the construction of drainage system upgrades and sidewalks along Old Corry Field Road, in the amount of \$353,150, which will be reimbursed to the County; and

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

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

BACKGROUND:

The purpose of this Agreement is to enter into a Local Agency Program (LAP) Agreement between Escambia County (hereinafter referred to as the County) and the Florida Department of Transportation (hereinafter referred to as the Department and/or FDOT), regarding funding in the amount of \$353,150 for the installation of sidewalks and drainage system upgrades along Old Corry Field Road from Navy Boulevard (SR 30) to Jackson Street.

This project was ranked number 2 in the 2017 - 2021 Florida - Alabama Transportation

Planning Organization's Bicycle/Pedestrian Project Priorities. It has been programmed for construction in this fiscal year of the FDOT Five-Year Work Program. The County has funded design of the project for \$98,538, which is currently underway, and is expected to be complete by Fall 2017.

BUDGETARY IMPACT:

The Department will reimburse the County up to \$353,150 for expenses related to the construction of this project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

Funds are available in Fund 352, "LOST III."

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, County Public Works staff will coordinate with FDOT staff during procurement of construction contracts.

Attachments

LAP Agreement
Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 1 of 15

FPN: <u>425745-5-58-01</u>	Fund: <u>SU</u>	FLAIR Approp: _____
Federal No: <u>9044-032-C</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>425745-5-68-01</u>	Fund: <u>SU</u>	FLAIR Approp: _____
Federal No: <u>9044-032-C</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>(48) Escambia</u>	Contract No: _____	Vendor No: <u>F596000598154</u>
FDOT Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-507-9673</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. _____ dated the _____ day of _____, 20__, 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 construction of CR 295A Old Corry Field Road Sidewalk 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 April 30, 2018. 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 \$ 353,150. 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 \$353,150 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;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 2 of 15

- 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 3 of 15

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;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 5 of 15

- 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 6 of 15

- 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 7 of 15

- 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 8 of 15

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 its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 10 of 15

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 guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- 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,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 13 of 15

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 14 of 15

- 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.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Board of County Commissioners
Escambia County, Florida

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

D. B. Underhill, Chairman

Legal Review:

Kristen Huaf, ACH

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 2

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 425745-5-58-01 & 425745-5-68-01

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: 0.850 Miles

PROJECT DESCRIPTION:

CR 295A Old Corry Field Road Sidewalk. Installation of sidewalks and drainage system upgrades along Old Corry Field Road from the existing sidewalks north of Navy Boulevard to Jackson Street in Pensacola, Florida. The project length is approximately 2,650 LF (0.5 miles).

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the existing right of way.

The Agency shall be responsible for obtaining all permits associated with the project.

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 FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

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

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by 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 31, 2017.
- f) Construction to be completed by April 30, 2018.

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40B
PROGRAM MANGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 18178 Pensacola, FL 32591	FPN: 425745-5-58-01 & 425745-5-68-01
--	--------------------------------------

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: 2017 FY: 2018 FY: 2019 FY: 2020	<u>\$315,000</u> <u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$315,000</u> <u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>
Total Construction Cost	\$315,000	\$0.00	\$0.00	\$315,000
Construction Engineering and Inspection (CEI) - 68 FY: 2017 FY: 2018 FY: 2019	<u>\$38,150</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$0.00</u> <u>\$0.00</u> <u>\$0.00</u>	<u>\$38,150</u> <u>\$0.00</u> <u>\$0.00</u>
Total CEI Cost	\$38,150	\$0.00	\$0.00	\$38,150
Operations – 88 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
TOTAL COST OF THE PROJECT	\$353,150	\$0.00	\$0.00	\$353,150

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
PROGRAM MANAGEMENT
OGC-- 08/15
Page 2 of 2

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.).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40F
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:
 - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
 - b) Properly mulch plant beds;
 - c) Keep the premises free of weeds;
 - d) Mow and/or cut the grass to the proper length;
 - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
 - f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
1/15
Page 1 of 1

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: \$353,150.00
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.fsrc.gov/>

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT DRAINAGE SYSTEM UPGRADES AND SIDEWALKS ALONG OLD CORRY FIELD ROAD (CR 295A) FROM NAVY BOULEVARD (SR 30) TO JACKSON STREET; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "Department") has agreed to fund, by way of a Local Agency Program (LAP) Agreement FPN 425745-5-58-01 and FPN 425745-5-68-01, the cost to construct drainage system upgrades and sidewalks along Old Corry Field Road (CR 295A) from Navy Boulevard (SR 30) to Jackson Street (hereinafter referred to as "the Project"); and

WHEREAS, the Department and Escambia County, Florida (hereinafter referred to as "County"), have evaluated the need for drainage system upgrades and sidewalks along Old Corry Field Road (CR 295A); and

WHEREAS, the County has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is \$353,150.00 (three hundred fifty-three thousand one hundred fifty dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this Project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. 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: 1/23/17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11705

County Administrator's Report 15. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: FL- AL Transportation Planning Organization's Transportation
Alternatives Program Project Applications

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida-Alabama Transportation Planning Organization
Transportation Alternatives Program Project Applications for Escambia County, Florida -
Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the proposed State of Florida,
Department of Transportation, District 3 Applications for multi-modal facilities:

A. Approve submittal of Applications for Transportation Alternatives Program (TAP)
funds to design and construct the multi-modal facilities at the following locations:

1. Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
2. Sidewalks along Dog Track Road (CR 297), from Blue Angel Parkway (SR 173) to US
98 (SR 30);
3. Sidewalks along Sauflley Field Road (CR 296), from Mobile Highway (SR 10A) to
Sauflley Field Gate;
4. Sidewalks along Olive Road (CR 290), from Palafox Street (CR 95A) to Cody Lane;
5. Sidewalks along Olive Road (CR 290), from Cody Lane to Davis Highway (SR 291);
6. Multi-Use Path along Perdido Key Drive (SR 292), from the State Park Entrance to
Theo Baars Bridge;
7. Sidewalks along South Chemstrand Road, from Johnson Avenue to Nine Mile Road
(SR 10); and
8. Sidewalks along Nine and 1/2 Mile Road, from Pine Forest Road (SR 297) to Stefani
Road (CR 489), and along Stefani Road from Nine Mile Road (SR 10) to the Escambia
County Extension Office;

B. Adopt a Resolution in support of the Applications for the Transportation Alternatives
Program Projects; and

C. Authorize the Chairman or Vice Chairman to sign the Transportation Alternatives

Program Projects Applications and the Resolution.

[Funding: No local funding match is required]

BACKGROUND:

The Moving Ahead for Progress in the 21st Century (MAP-21) Act, signed into law in July 2012, was a long-term highway improvement authorization that funded surface transportation programs. Map-21 was replaced with The Fixing America's Surface Transportation (FAST) Act, signed into law in December 2015. Both legislative acts funded what is known as the Transportation Alternatives Program (TAP), which provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects to improve non-driver access to public transportation and enhanced mobility, community improvement activities, environmental mitigation, recreational trail program projects, safe routes to schools projects, and projects for planning, designing, or constructing boulevards and other roadways largely in the right of way of former Interstate System routes or other divided highways.

Public Works staff selected specific projects from the FL-AL TPO Bicycle - Pedestrian Projects List and from other sources based on need, connectivity and feasibility. The proposed projects would allow for design and construction of new multi-modal facilities throughout the county. TAP submittals must include a Resolution supporting the projects adopted in conjunction with the approval to submit. All complete TAP applications must be submitted to TPO staff by March 1, 2017. Staff is still preparing the applications, and will receive the appropriate signatures prior to submitting, upon Board approval.

Federal and State funds are available for the higher-priority projects, as ranked by the TPO.

The Grant Applications are currently being generated and staff fully expects to have them complete and submitted prior to the March 1, 2017 deadline.

BUDGETARY IMPACT:

No local funding match is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the applications as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval of the TAP project applications, Public Works staff will transmit the applications to TPO staff prior to the submittal deadline date of March 1, 2017. TPO staff will review all the applications upon receipt. It is anticipated that the TPO will be requested to approve a prioritized list of projects during April 2017. If certain projects are selected for TAP funding, those projects will be scheduled for design and construction in the order of their priority.

Attachments

Resolution

Blank Application

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT MULTI-MODAL FACILITIES ALONG SEVERAL COUNTY ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents, and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, the roadways known as Chemstrand Road (CR 749); Perdido Key Drive (SR 292); Olive Road (CR 290); Saufley Field Road (CR 296), Dog Track Road (CR 297); South Chemstrand Road, Nine and ½ Mile Road, Stefani Road, and the area known as Quietwater Beach, are located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for additional multi-modal facilities throughout the County; and

WHEREAS, the following proposed multi-modal projects (hereinafter referred to collectively as "the Projects") are endorsed by the Florida-Alabama Transportation Planning Organization and included as part of the Long Range Transportation Plan:

- Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
- Sidewalks along Dog Track Road (CR 297) from Blue Angel Parkway (SR 173) to US 98 (SR 30);
- Sidewalks along Saufley Field Road (CR 296) from Mobile Highway (SR 10A) to Saufley Field gate;
- Sidewalks along Olive Road (CR 290) from Palafox Street (CR 95A) to Cody Lane;
- Sidewalks along Olive Road (CR 290) from Cody Lane to Davis Highway (SR 291);
- Multi-Use Path along Perdido Key Drive (SR 292) from the State Park Entrance to Theo Baars Bridge;
- Sidewalks along South Chemstrand Road from Johnson Ave to Nine Mile Road (SR 10);
- Sidewalks along Nine and ½ Mile Road from Pine Forest Road (SR 297) to Stefani Road (CR 489), and along Stefani Road from Nine Mile Road (SR 10) to the Escambia County Extension Office; and

WHEREAS, Federal Transportation Alternatives Program (TAP) funds are now available for transportation alternatives projects through the State of Florida Department of

Transportation; and

WHEREAS, the Projects appear to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the State of Florida Department of Transportation.

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 Projects have been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need for the public health, safety, and welfare of the citizens of Escambia County.

Section 3. That the Board of County Commissioners, in furtherance of such purpose, supports filing an application with the State of Florida Department of Transportation for Federal Transportation Alternatives Program (TAP) funding for the Projects.

Section 4. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.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: 2/8/17



2017 APPLICATION and SCOPING FORM FY 20/21 Project Funding for Transportation Alternatives Program (TAP)

*Also includes: Complete Streets and Localized Initiative Program (CSLIP);
Local Initiatives (LI)*

General Information:

Project Title: [Click here to enter text](#)

Name of Applicant (If other than Project Sponsor): [Click here to enter text](#)

Project Sponsor: [Click here to enter text](#)
(municipality, county, state, federal agency, or tribal council)

Contact Person: [Click here to enter text](#)

Title: [Click here to enter text](#)

Email: [Click here to enter text](#)

Phone Number: [Click here to enter text](#)

Sponsor Address: [Click here to enter text](#)
[Click here to enter text](#)

(All of the following items are **required** - applications without this information will not be reviewed)

1 Qualifying TAP Funded Activities:

Check the Transportation Alternatives activity the proposed project will address. Please check **one** activity that represents the majority of the work proposed. Eligible activities must be consistent with details described under 23 U.S.C. 133(h)(3).

- ☐ Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990
- ☐ Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- ☐ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- ☐ Construction of turnouts, overlooks, and viewing areas
- ☐ Inventory, control, or removal of outdoor advertising
- ☐ Historic preservation and rehabilitation of historic transportation facilities
- ☐ Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control
- ☐ Archaeological activities relating to impacts from implementation of a transportation project eligible under title 23

- ☐ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
 - ☐ address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 23 U.S.C. 133(b)(3) [as amended under the FAST Act], 328(a), and 329 of title 23; or
 - ☐ reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats
- ☐ The Safe Routes to School Program under section 1404(f) of the SAFETEA-LU; **note, Florida's Safe Routes to School Infrastructure application must accompany this application to be considered for funding.**
 - ☐ infrastructure-related projects on any public road or any bicycle or pedestrian pathway or trail in the vicinity of schools that will substantially improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.
 - ☐ Application attached
 - ☐ Noninfrastructure-related activities to encourage walking and bicycling to school, including public awareness campaigns and outreach to press and community leaders, traffic education and enforcement in the vicinity of schools, student sessions on bicycle and pedestrian safety, health, and environment, and funding for training, volunteers, and managers of safe routes to school programs.
 - ☐ Application attached

2 Project Description:

Road Name: [Click here to enter text](#)

Road Number: [Click here to enter text](#)
(US, SR, CR, etc.)

☐ Local Road
(Off-System)

☐ State Road
(On-System)

[NOTE: All On-System projects will be administered and delivered by FDOT]

Project Limits: Begin: [Click here to enter text](#)

End: [Click here to enter text](#)

(a) Project Location

☐ Location map attached. (Location_Map.pdf)
(Required)

(b) Project Typical Section – Complete the following information and Include a Typical Section schematic depicting existing and proposed features, dimensions, and right of way lines.

☐ Schematic Typical Section (existing and proposed) attached
(Typical_Section.pdf)
(*Required*)

Project Typical Section

Instructions: All boxes must be filled in. Blue highlighted boxes require a number.
Write "0" in Existing/Proposed and check N/A if an item does not apply to the proposed project.

EXISTING	PROPOSED	N/A
----------	----------	-----

RIGHT-OF-WAY

Width (feet)			
--------------	--	--	--

Right-of-Way acquisition is NOT permitted.

ROADWAY

Number of Travel Lanes	_____	_____	
------------------------	-------	-------	--

Lane Width (feet)	_____	_____	
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a. Total Roadway Width (No. Travel Lanes x Lane Width)

Curb & Gutter to remain: _____ yes _____ no _____ N/A

b. Bike Lane Width (feet) (Not Including Buffer Width)

c. Buffer Width (feet)

Re-stripe for Bike Lane: _____ yes _____ no

Widen for Bike Lane: _____ yes _____ no

Posted Speed Limit			
--------------------	--	--	--

Design Speed (if known)			
-------------------------	--	--	--

MEDIAN

d. Width (feet)

SIDEWALK

e. Widen, Left - Width (feet)

f. Widen, Right - Width (feet)

Replace, Left - Width (feet)

Replace, Right - Width (feet)

Material:

_____ concrete _____ asphalt _____ paver

_____ other (specify) _____

SWALE

g. Width (feet)

TOTAL EXISTING / PROPOSED			
----------------------------------	--	--	--

Add (a.) + (b.) + (c.) + (d.) + (e.) + (f.) + (g.)

(c) Right of Way

Right-of-Way acquisition is NOT permitted.

Acquisition is defined as obtaining property not currently owned by the Local Agency through any means including: Deed, Easement, Dedication, Donation, etc.

☐ No Right-of-Way acquisition is proposed

Describe the project's existing Right-of-Way ownerships. This description shall identify when the Right-of-Way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys, easements). If right-of-way is an easement, please describe the easement language.

[\(Please describe existing Right-of-Way ownerships here\)](#)

Display the existing ownership with Right-of-Way maps to verify that all proposed work is within existing Right-of-Way currently owned by the Project Sponsor. Provide required right-of-way documentation (Right-of-Way.pdf):

- ☐ Right-of-Way maps are attached
☐ Plats, deeds, prescriptions, certified surveys, and/or easements are attached

3 Project Scope:

(a) Project Scope of Work

Project Scope of Work

Instructions: All blue highlighted boxes must be checked Yes or No. Check "N/A" if an item does not apply to the proposed project.

	YES	NO	N/A
ADA			
All proposed crosswalks, sidewalks, ramps, etc. comply with ADA standards			

Describe proposed ADA items: (*Required, if yes*)

[Click here to enter text](#)

Project Scope of Work (Cont'd.)

Instructions: All blue highlighted boxes must be checked Yes or No. Check "N/A" if an item does not apply to the proposed project.

YES

NO

N/A

ACCESS MANAGEMENT

Access management revisions			
-----------------------------	--	--	--

Describe Access Management needs: *(Required, if yes)*

[Click here to enter text](#)

LIGHTING

Pedestrian lighting proposed			
Roadway lighting proposed			

Describe proposed Lighting: *(Required, if yes)*

[Click here to enter text](#)

LANDSCAPE

Median landscape proposed			
Other landscape proposed			
Irrigation items proposed			

Describe proposed Landscape: *(Required, if yes)*

[Click here to enter text](#)

SIGNALIZATION

Pedestrian signals proposed			
New traffic signalization proposed			
Existing signalization to be replaced			

Describe proposed Signalization: *(Required, if yes)*

[Click here to enter text](#)

Project Scope of Work (Cont'd.)

Instructions: All blue highlighted boxes must be checked Yes or No. Check "N/A" if an item does not apply to the proposed project.

	YES	NO	N/A
TRANSIT			
Queue Jump possible			
Upgrade existing bus bay area			
Transit provider concurrence provided (required)			

Describe Proposed Transit: (Required, if yes)

[Click here to enter text](#)

SCHOOL ZONE

Existing flashing school zone signal on state road			
High emphasis cross walk at un-signalized crossing			

Describe proposed School Zone: (Required, if yes)

[Click here to enter text](#)

UTILITIES

Sub-surface relocation is required			
Utility coordination is required			

Describe Utility involvement: (Required, if yes)

[Click here to enter text](#)

DRAINAGE/PERMIT

Existing closed drainage system to remain			
Existing open drainage system to remain			

Describe Drainage/Permit needs: (Required, if yes)

[Click here to enter text](#)

Project Scope of Work (Cont'd.)

Instructions: All blue highlighted boxes must be checked Yes or No. Check "N/A" if an item does not apply to the proposed project.

YES	NO	N/A
-----	----	-----

RAILROAD

Rail crossing within limits			
Replace all railroad signal equipment and gates			

Describe Railroad involvement: (*Required, if yes*)

[Click here to enter text](#)

BRIDGES

Proposed Pedestrian Bridge on project			
Bridge widening proposed			
Bridge Replacement			

Describe Bridge elements: (*Required, if yes*)

[Click here to enter text](#)

OTHER SCOPE ITEMS

Describe Other Scope Items: (*Required*)

[Click here to enter text](#)

- (b) Summarize any special characteristics of the project.
(Please type your description here)
- (c) Identify any upcoming projects or projects currently underway adjacent to the proposed project.
- ☐ No adjacent projects are in construction or planned.
- ☐ Adjacent projects include:
(Please type your description here)
- (d) Other specific project information that should be considered.
(Please type your description here)

4 Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. consultant contract or in-house) and administering each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the Agency must be LAP certified to administer Federal Aid projects in accordance with the Department's **Local Agency Program Manual (topic no. 525-010-300)**. Web site: www.dot.state.fl.us/projectmanagementoffice/lap/default.htm
- ☐ Design to be conducted by in-house staff
- ☐ Design to be conducted by FDOT pre-qualified consultant ⁽¹⁾ ⁽²⁾
- ☐ Design to be conducted by non-FDOT pre-qualified consultant ⁽²⁾
- ☐ CEI to be conducted by in-house staff
- ☐ CEI to be conducted by FDOT pre-qualified consultant ⁽¹⁾ ⁽²⁾
- ☐ CEI to be conducted by non-FDOT pre-qualified consultant ⁽²⁾
- ⁽¹⁾ FDOT pre-qualified consultants must be used on all design and CEI work for critical projects (a project is considered critical when it is on the State Highway System (SHS), features a major structure, and/or has a budget greater than \$10 million)
- ⁽²⁾ Design consultant and CEI consultant shall not be the same.

- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(Please type your description here)

- (c) Describe the proposed maintenance responsibilities for the project when it is completed.

(Please type your description here)

5 Cost Estimate:

The total construction amount of Transportation Alternative Program (TAP**) (also including CSLIP & LI) funds requested per projects (infrastructure) must be in excess of \$250,000 with a maximum project amount of \$1,000,000 (though some T/MPO's may choose to use a lesser upper limit).

Transportation Alternative Program funds will be used to fund Construction and FDOT in-house support activities.

Local Funds (LF) will be used for all non-participating items, contingency activities, Construction Engineering and Inspection Activities (CEI), and any costs in excess of the awarded funding (TAP) allocation.

- (a) Provide detailed project cost estimate. Estimate shall be broken down to eligible and non-eligible project costs. **Estimates are to be prepared and signed by a Professional Engineer from the Local Agency's Engineering office.**

Use the following links to access the basis of estimates manual as well as historical cost information for the project area:

[Basis of Estimates Manual](#)

[Historical Cost Information](#)

- ☐ A detailed cost estimate is attached. (Use attached Estimate.xlsx)
(Required)

6 Certification of Project Sponsor:

I hereby certify that the proposed project herein described is supported by _____
(municipal, county, state or federal agency, or tribal council) and that said entity will:

- (1) provide any funding required in addition to the grant amount;
- (2) enter into a LAP and maintenance agreement with the Florida Department of Transportation;
- (3) have complied with the Federal Uniform Relocation Assistance and Acquisition Policies Act for any Right of Way actions intended for this project previously performed within the project limits;
- (4) will comply with NEPA process prior to construction, which may involve coordination with the State Historic and Preservation Office (SHPO); and
- (5) support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable, and that increases in these costs could cause significant increase to the local agency required participation. I understand failure to follow through on the project once programmed in the Florida Department of Transportation's Work Program is not allowed.

Signature

Name (please type or print)

Title

Date

FOR FDOT USE ONLY

Application Complete	☐ Yes	☐ No
Project Eligible	☐ Yes	☐ No
Implementation Feasible	☐ Yes	☐ No
Include in Work Program	☐ Yes	☐ No



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11632

County Administrator's Report 15. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Memorandum of Agreement for Enterprise Florida Defense Grant Funding

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement between Escambia County, Florida and the Pensacola Bay Area Chamber of Commerce for Enterprise Florida Defense Grant Funding - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign, subject to Legal review and sign-off, the Memorandum of Agreement between Escambia County, Florida, and the Pensacola Bay Area Chamber of Commerce DBA Greater Pensacola Chamber for Enterprise Florida Defense Grant Funding.

[Funding source: Tasks completed by the County will be completed on a cost reimbursement basis payable solely from FDSTF grant funding in an amount not to exceed \$225,000]

BACKGROUND:

The Florida Defense Support Task Force (FDSTF) was created with a mission to make recommendations to preserve, protect and enhance Florida's military installations, support the state's position in research and development related to or arising out of military missions and contracting, and to improve the state's military-friendly environment. The FDSTF may fund projects on an annual basis that directly support both the mission of the FDSTF and the FDSTF goals as provided in the FDSTF Strategic Plan. Enterprise, Florida, Inc., is the contracting authority in support of the FDSTF.

The Pensacola Bay Area Chamber of Commerce (the Chamber) has entered into a Project Funding Agreement with Enterprise, Florida, Inc., to provide FDSTF grant funding in the amount of \$250,000 (\$225,000 for the project and \$25,000 to the Chamber for management) for the Pensacola Naval Air Station - Pensacola Directional Signage Project. Escambia County has determined that it is in the best interest of the citizens of Escambia County to enter into this Agreement with the Chamber, setting forth the terms

whereby the County shall assist the Chamber with executing the project utilizing FDSTF grant funding as provided.

Effective February 1, 2016, all visitors to Pensacola Naval Air Station (NAS) who do not possess a Department of Defense identification card or are not escorted by the holder of a Department of Defense identification card are required to enter AND exit Naval Air Station Pensacola through the West Gate entrance located off Blue Angel Parkway. This action resulted in a majority of non-local visitors to NAS attractions (National Naval Aviation Museum, Fort Barrancas, the Pensacola Lighthouse, etc.) being denied entrance via the front gate on S. Navy Blvd. Due to the lack of accurate guidance/signage, this change has resulted in increased congestion in the area and has also proven costly in time and mileage to motorists seeking their intended destinations. The guide sign plan, which will provide motorists the proper guidance to NAS attractions, includes:

- New Interstate guide sign nomenclature.
- Sign Plan for existing signs located on Interstate, state and local roadways, to determine locations of new signage, including critical overhead signage at the major intersection at/near Gulf Beach Highway/Navy Boulevard (a minimum of 2 signs), that will direct traffic to the desired route (Gulf Beach Highway), and ground-mounted signs on state and local roadways

BUDGETARY IMPACT:

Tasks completed by the County will be completed on a cost reimbursement basis payable solely from FDSTF grant funding in an amount not to exceed \$225,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement is subject to Legal review and sign-off. Kristin Hual, Assistant County Attorney will review.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County Public Works staff will continue to coordinate with the staff at the Pensacola Bay Area Chamber of Commerce.

Attachments

Agreement

Scope

**MEMORANDUM OF AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA AND
THE PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.
D/B/A GREATER PENSACOLA CHAMBER
FOR ENTERPRISE FLORIDA DEFENSE GRANT FUNDING**

THIS AGREEMENT is made and entered into by and between Escambia County, 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 The Pensacola Bay Area Chamber of Commerce, Inc. d/b/a/ Greater Pensacola Chamber, a Florida not for profit corporation (hereinafter referred to as "Chamber"), with a principal address of 117 West Garden Street, Pensacola, Florida 32502, and administrative offices located at 890 South Palafox Street, Suite 201, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, pursuant to Section 288.987, Florida Statutes, the Florida Defense Support Task Force (FDSTF) was created with a mission to make recommendations to preserve, protect and enhance Florida's military installations, support the state's position in research and development related to or arising out of military missions and contracting, and to improve the state's military friendly environment; and

WHEREAS, the FDSTF may fund projects on an annual basis that directly support both the mission of the FDSTF and the FDSTF goals as provided in the FDSTF Strategic Plan; and

WHEREAS, Enterprise Florida, Inc. is the contracting authority in support of the FDSTF; and

WHEREAS, the Chamber has entered into a Project Funding Agreement with Enterprise Florida, Inc. to provide FDSTF grant funding in the amount of **\$250,000.00** for the Pensacola Naval Air Station Pensacola Directional Signage Project (hereinafter referred to as "Funding Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to enter into this Agreement with the Chamber setting forth the terms whereby the County shall assist the Chamber with executing the project utilizing FDSTF grant funding as provided herein.

NOW, THEREFORE, it is mutually agreed that the parties enter into this agreement subject to the terms and conditions recited below.

ARTICLE I. PURPOSE.

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated in this Agreement.

1.2 The purpose of this Agreement is to set forth the terms whereby the County shall assist the Chamber with performing certain Tasks related to the Pensacola Naval Air Station Pensacola Directional Signage Project (hereinafter referred to as "Project") on a cost reimbursement basis utilizing FDSTF grant funding.

ARTICLE II. RESPONSIBILITIES OF THE PARTIES.

2.1 The Chamber shall serve as the direct recipient of FDSTF grant funding pursuant to the applicable Funding Agreement with Enterprise Florida, Inc. and reimburse the County for all Project costs performed in accordance with this Agreement and the corresponding funding agreement.

2.2 The Chamber shall serve as the administrator of the grant and shall be solely responsible for complying with all reporting requirements and other applicable terms and conditions set forth in the Funding Agreement.

2.3 The County shall complete the following Project Tasks as identified in the Funding Agreement, **Attachment B: Budget and Financial Report Form** and **Attachment C: Plan of Action Form**, on a cost reimbursement basis payable solely from FDSTF grant funding in an amount not to exceed **\$225,000.00**:

- Activity 3: Proposed Locations of New Signage & Updating Current Signage Package Presented to FDOT (\$30,000)—Based upon completed studies, present a package to FDOT with new signage locations and updates to current signage utilizing an appropriate design firm.
- Activity 6: Installation of Approved Overhead Signage for West Gate of Naval Air Station Pensacola (NASP) (\$145,000)—Implement approved overhead sign and structure leading to the West Gate of NASP.
- Activity 7: Installation of Additional Signage (4 signs @ \$10,000) and Overlay of Current Signage on Interstates (8 signs @ \$500)—Implement new sign purchase and installation in new locations according to approved plan; overlay of new wording to exiting Interstate signs.
- Activity 8: Installation of Additional Signage on State Roads (12 signs @ \$500)—Implement new sign purchase and installation in new locations on State Roads according to approved plan.

2.4 The County shall submit written requests for reimbursement of Project costs on a quarterly basis, and the Chamber shall provide reimbursement for all costs incurred to date within thirty (30) days. Requests shall include the total dollar amount, an itemization by Task and Cost Category of the Project costs, and copies of any payment documentation or other relevant financial documents as may be reasonably required to verify Project costs.

2.5 Upon completion of the Project Tasks referenced above, the County shall not be responsible for continued maintenance of said improvements or any other improvements related to the Project.

ARTICLE III. GENERAL PROVISIONS.

3.1 **Liability.** The Parties hereto, their respective officers, officials, employees, and agents shall not be deemed to assume any liability for the acts, omission or negligence of the other Party. Nothing in this agreement shall extend liability of the County beyond the limits established in §768.28, Florida Statutes, or serve as a waiver of sovereign immunity by the

County and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this agreement.

3.2 Termination. This Agreement may be terminated by either Party for cause or convenience upon providing thirty (30) days written notice to the non-terminating Party of such termination date. Upon termination, the County shall be reimbursed for all Project costs incurred to date.

3.3 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.

3.4 Assignment. This 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. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

3.5 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.

3.6 No waiver. The failure of either Party 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.

3.7 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior oral or written agreements. The Parties hereto acknowledge that neither has 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.

3.8 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.

3.9 Effective Date. This agreement shall take effect upon the date last executed by the Parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned above.

COUNTY:

Board of County Commissioners
Escambia County, Florida

By: _____
D. B. Underhill, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

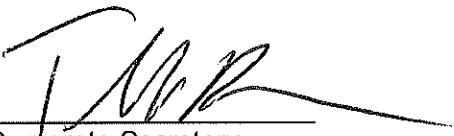
Deputy Clerk

(SEAL)

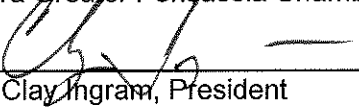
BCC Approved: _____
Date Executed: _____

CHAMBER:

The Pensacola Bay Area Chamber of Commerce,
Inc. d/b/a Greater Pensacola Chamber



Corporate Secretary

By: 
Clay Ingram, President

(SEAL)

Date: 2/3/17

NAS Guide Sign Project (ENG 1961)

Consultant's Required Scope of Services

Background:

Effective February 1, 2016 all visitors to Pensacola Naval Air Station (NAS) who do not possess a Department of Defense identification card or are not escorted by the holder of a Department of Defense identification card were required to enter AND exit Naval Air Station Pensacola through the West Gate entrance located off Blue Angel Parkway. This action resulted in a majority of non-local visitors to NAS attractions (National Naval Aviation Museum, Fort Barrancas, the Pensacola Lighthouse, etc. attempting to enter via the front gate on S. Navy Blvd being denied entrance. Not only has this condition resulted in creating increased congestion in the area but additionally has proven costly in time and mileage to motorists in seeking their intended destination due to lack of accurate guidance. In effort to minimize the impact of errantly guided motorists due to the changes in NAS access policies, the services of a consultant are sought to develop a guide sign plan for area State and Local roadways which will provide motorists the proper guidance to NAS attractions.

Consultant Tasks:

- Consult with U.S. Navy Designees for desired guide sign nomenclature.
- Develop New Sign Plan
 - o Sign Plan will include the following elements:
 - For existing signs located on Interstate, State and Local Roadways consultant shall determine:
 - Existing Signs that can remain as is.
 - Existing Signs that require modification or removal.
 - Includes all structural design, required geotech and subsurface design for foundation(s).
 - All required MOT plans and Utility Coordination
 - o Determine Locations of new signage required:
 - Critical Overhead Signage at Major Intersection (minimum 2 signs).
 - New Signage at / near Gulf Beach Hwy / Navy Blvd that will direct traffic to desired route (Gulf Beach Hwy).
 - Ground Mounted Signs on State / Local Roadways
 - New ground mounted signs that will act as guide and trailblazer signs to NAS.

- Plan will show exact locations of existing signs and exact locations of any proposed new sign installations.
- Sign Design
 - o Develop Design Plans for every existing / modified and newly proposed signs shown in Sign Plan, design to include:
 - Scale rendering of signs depicting legend, font size / type, border dimensions, and colors utilized.
 - Type sheeting and sign materials utilized.
 - Type sign supports and mounting hardware.
- Sign Plan will be in compliance with FDOT's Traffic Engineering Manual and other relevant State specifications and developed in a manner and style suitable for submission to FDOT and any additional agencies for required permitting purposes. All proposed structures and activities located within FDOT right of way will require FDOT permitting and shall comply with all applicable FDOT specifications and requirements. Sign Plan will not be considered complete or finalized until FDOT approves sign plan by permitting approval.
- Consultant will be required to meet with FDOT and County staff as required during the plan development process.
- Upon notice to proceed Consultant will have 60 days to have initial sign plan ready for permit submittal to FDOT.
- This is a grant funded project with a design budget of 30,000.00
- Final Completion of project implemented based on Consultant's Sign Plan is October 2017.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11710

County Administrator's Report 15. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Extend Monitoring and Equipment Purchases of Current GPS Contract

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Hardware and Continued Data Monitoring of the Current Global Positioning System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the purchase of additional Global Positioning System (GPS) hardware units and data monitoring costs with Networkfleet, Inc., in the amount of \$123,017. This amount would provide for the purchase of an additional 110 hardware units with data monitoring service and the continued monitoring service of the current Escambia County vehicles equipped with GPS units through September 30, 2017. This hardware purchase and monitoring service will utilize the existing General Services Administration (GSA) Contract # GS-07F-5559R.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 210405, Object Code 55201 and 53401]

BACKGROUND:

Meeting in regular session on February 2, 2016, the Board of County Commissioners approved the purchase, installation, and monitoring of 431 Global Positioning System (GPS) units and the continued monitoring of 200 units already in place in Escambia County vehicles for a period of one year. This Purchase Order with Networkfleet, Inc., will extend the purchase of equipment to include 110 additional units for Fire Service vehicles and the continued data monitoring of the total units through September 30, 2017, bringing the next contract period in line with the County fiscal year calendar.

BUDGETARY IMPACT:

Funding is available in Fund 175 "Transportation Trust Fund" , Center 210405, Object Code 55201 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract is authorized for use by local and state agencies under the General Services Administration (GSA) Schedule 84, Contract #GS-07F-5559R.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-88, 94 of the Escambia County Code of Ordinances; requests for proposals, cooperative purchases.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will issue the Contract and Purchase Order; staff will coordinate implementation of the contracted services.

Attachments

GS-07F-5559R.



U.S. General Services Administration

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:

<http://www.gsaadvantage.gov>

**General Services Administration
Federal Supply Service
Total Solutions for Law Enforcement, Security, Facilities Management,
Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response
Schedule 84**

**CONTRACT NUMBER:
GS-07F-5559R**

**PERIOD COVERED BY CONTRACT:
JANUARY 1, 2010 THROUGH DECEMBER 31, 2019**

**Networkfleet, Inc.
9868 Scranton Rd
Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246
www.networkfleet.com**

General Services Administration
Supplement #**P0053**, dated **11/21/16**

DUNS: 85-842-6260

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price (s).**

SIN 426-4Q: VEHICLE MONITOR (TRACKING) SYSTEMS

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.**

Please see pricing table for pricing information.

- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate not applicable for this item.**

Not Applicable

- 2. MAXIMUM ORDER:**

\$200,000.00

- 3. MINIMUM ORDER:**

\$100.00

- 4. GEOGRAPHIC COVERAGE (DELIVERY AREA):**

FOB Origin to the 50 United States, District of Columbia and Puerto Rico.

- 5. Point(s) of production (city, county, and State or foreign country).**

Networkfleet, Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246

- 6. Discount from list prices or statement of net price.**

GSA Net pricing shown in pricing tables provided.

- 7. QUANTITY DISCOUNTS.**

GSA Net pricing shown in pricing tables provided.

- 8. PROMPT PAYMENT TERMS:**

0%, Net 30 Days

- 9a. Government purchase cards *are accepted* at or below the micro-purchase threshold.**

- 9b. Government purchase cards *are accepted* above the micro-purchase threshold.**

- 10. FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN):**

Please see Country of Origin information in attached pricing table.

- 11a. TIME OF DELIVERY:**

Thirty Days ARO
Title Transfer occurs at the time of shipment

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

11b. EXPEDITED DELIVERY:

Please contact Networkfleet for expedited delivery information.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Please contact Networkfleet for expedited delivery information.

11d. URGENT REQUIREMENTS:

Please contact Networkfleet for expedited delivery information.

12. F.O.B. POINT(S):

F.O.B. - Destination. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Networkfleet charges \$2/unit for shipping.

13a. ORDERING ADDRESS:

Networkfleet, Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage fss.gsa.gov/schedules.

14. PAYMENT ADDRESS.

Networkfleet, Inc.
P.O. Box 975544
Dallas, TX 75397-5544
(P): 858.450.3245
(F): 858.450.3246

15. WARRANTY PROVISION.

15a. The following is Networkfleet's commercial limited warranty which applies to goods and services purchased off Networkfleet's GSA Schedule Contract. All references to Customer apply to the entity purchasing goods and services from Networkfleet under this GSA Schedule Contract.

LIMITED WARRANTY. (i) DEVICES: Networkfleet warrants to Customer that Devices (other than an Asset Tracker device) and harnesses will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of your ownership of such Device. **(ii) ASSET TRACKER DEVICES.** Networkfleet warrants to Customer that Asset Tracker devices (excluding the battery) which have been purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device. **(iii) ACCESSORIES.** Networkfleet warrants to Customer that all accessories (other than harnesses) which are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment. **(iv) INSTALLATION SERVICES.** Networkfleet warrants to Customer that installation services provided by Networkfleet or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services. In the event the Customer purchases an extended installation warranty ("Limited Lifetime"), Networkfleet warrants to Customer that such installation

Networkfleet, Inc.

services shall be free from defects in workmanship for the entire period of Customer's uninterrupted use of the Device pursuant to this Agreement **(v) WARRANTY CLAIMS.** Warranty claims must be made by notifying Networkfleet in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's then-current applicable warranty policy located at <http://info.networkfleet.com/rs/networkfleet/images/Warranty.pdf>, as it may be updated from time to time. Subject to Exclusions (below) and the provisions of Networkfleet's then-current applicable warranty policy, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device: **(f) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.**

15b. EXCLUSIONS.

The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Networkfleet or its authorized subcontractors ("Self-Installation"), failure to properly install the Devices as described in the Networkfleet installation guides; (for clarification, the applicable warranty shall apply except to the extent any defect, damage or malfunctions were caused by improper Self Installation) (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Networkfleet Website or failure to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of any Support Services provided by Networkfleet caused by any of the foregoing.

15c. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH HEREIN, NETWORKFLEET MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NETWORKFLEET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NETWORKFLEET DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

16. EXPORT PACKING CHARGES, IF APPLICABLE.

Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL).

The Government purchase card is accepted above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

If Networkfleet accepts an order for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

accordance with Networkfleet's Installation Policy, located at http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Networkfleet will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device. The detailed processes and procedures can be found in Networkfleet's Installation Policy.

20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

Not applicable

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

1) **NETWORKFLEET LICENSE.** (a) During the time that Customer is entitled to receive Networkfleet Services hereunder, Networkfleet grants to Customer a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of the Networkfleet Services by the Customer is prohibited without prior written consent. (b) Networkfleet Data Services, if applicable, are subject to the then current "Networkfleet Data Services Use Policy and Procedure" which is located at http://info.networkfleet.com/rs/networkfleet/images/Data_Services_Use_Policy.pdf, and may be updated from time to time.

Title Transfer occurs at the time of shipment.

2) **CUSTOMER OBLIGATIONS.** (a) Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, and Privacy Policy which are available on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the Networkfleet Services include the collection of data points associated with the Vehicle's location and manner of operation.

3) **NETWORKFLEET IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES.** (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE NETWORKFLEET SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

CONDITIONS, OR OTHER THINGS THAT NETWORKFLEET DOES NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

Neither Networkfleet or the Customer will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is informed that those damages may occur. Networkfleet's cumulative liability under contract, tort, strict liability or other legal theory shall not exceed the greater of the amount paid or payable to Networkfleet under this Agreement during the six (6) months prior to the date the liability accrues for a claim, except in the instance of the Customer's failure to pay amounts due under this Agreement.

4) CONFIDENTIALITY. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret. The provisions of this Section are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

5) PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Networkfleet, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Device, the Networkfleet Website or Networkfleet Services, or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Networkfleet, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) remove or alter any proprietary notices in the Networkfleet Services; (d) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (e) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (f) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders.

6) MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided that Networkfleet shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

7) SERVICE PARTNERS. Nothing set forth in an Accepted Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Networkfleet and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in these Terms and Conditions, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at:

[http://info.networkfleet.com/rs/785-DCW-685/images/Digital Globe Product EULA.pdf](http://info.networkfleet.com/rs/785-DCW-685/images/Digital%20Globe_Product_EULA.pdf)

8) TRAINING AND SUPPORT SERVICES. (a) Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and the Networkfleet Services and will require such coordinator(s) to participate in the Device and Networkfleet Services training provided from time to time by Networkfleet. (b) During the time Customer is entitled to receive Networkfleet Services, and subject to Exclusions, Networkfleet or its designee will provide Customer with reasonable amounts of telephone or e-mail consultation and technical assistance regarding the Devices and Networkfleet Services during Networkfleet's regular working hours. Customer may call Networkfleet or its designee at (866) 227-7323 or e-mail inquiries to NWFSupport@Verizon.com for support services.

9) DATA. Customer represents and warrants that it has all necessary rights and authority with respect to the data collected from Customer and its vehicles and transmitted through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and that Customer approves and grants to Networkfleet, its affiliates and the Service Partners the nonexclusive license and right to collect, access, copy and use the Business Data in the course of performing the Networkfleet Services. Customer further grants to Networkfleet and its affiliates the perpetual right and license to use such Business Data as needed to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others, including the development of data products provided, however, that such use of Business Data shall be in an anonymous form.

10) DEFINITIONS. When used in these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Accepted Order Form" means an Order Form which has been executed by Customer and accepted by Networkfleet.

"Agreement Term" means the term of this Agreement.

"Confidential Information" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

in connection with the provision to, and use by, Customer of Networkfleet products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"Customer Website Pages" means the web pages on the Networkfleet Website which are designated by Networkfleet for use by Customer.

"Device Contract Term" means the minimum length of time a Device is required to be active as identified on the applicable Accepted Order Form.

"Devices" means the Networkfleet wireless device or devices identified on an Accepted Order Form.

"Fees" mean the Device and accessory purchase prices, Device and accessory shipping fees, Device installation fees, the Networkfleet Service fees and any other fees payable by Customer as set forth in an Accepted Order Form.

"Order Form" means an order form provided by Networkfleet to Customer, pursuant to which Customer orders Devices, and/or Networkfleet Services.

"Networkfleet Services" means the services offered hereunder by Networkfleet, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; (e) Device installation services; but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (API's) provided by Networkfleet, ("Networkfleet Data Services") but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by Networkfleet as set forth on a Professional Services Addendum attached hereto.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

"Service Partners" means the companies that Networkfleet works with, from time to time, to provide the Networkfleet Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"Vehicle" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

Not Applicable

22. LIST OF PARTICIPATING DEALERS (FOR STATE AND LOCAL ORDERS ONLY; FEDERAL ORDERS ARE PROCESSED ONLY BY NETWORKFLEET).

Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE).

Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

Not Applicable

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor s website or other location.) The EIT standards can be found at: www.Section508.gov/.

Not Applicable

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.

85-842-6260

26. Notification regarding registration in the System for Award Management (SAM) database.

CAGE CODE # 3F8C9

GSA TERMS AND CONDITIONS for GS-07F-5559R

Networkfleet, Inc.

GSA PRICE LIST

Networkfleet, Inc. - GS07F5559R, GSA PRICELIST

Pricelist effective as of 6/15/16

SIN	Manufacturer	Part Number	Product Description	GSA Price	Warranty	COO
HARDWARE						
426-4Q	Networkfleet	5200N	Networkfleet GPS Only Unit	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	5500N	Networkfleet GSP and Diagnostics Unit	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	1009N2VD	6100 Device (Expressfleet)	\$ 50.00	see T&Cs	US
SERVICES						
426-4Q	Networkfleet	3500M12S	Wireless Service for 3500 - monthly fee for 12 month contract	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	4200M12S	Wireless Service for 4200 - monthly fee for 12 month contract	\$ 17.00	see T&Cs	US
426-4Q	Networkfleet	5200M12S	Networkfleet GPS only monthly monitoring fee (5200)	\$ 17.00	see T&Cs	US
426-4Q	Networkfleet	5500M12S	Networkfleet GPS and Diagnostics monthly monitoring fee (5500)	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	H6100	6100 Monthly Service Fees	\$ 13.50	see T&Cs	US
426-4Q	Networkfleet	AGBX	Networkfleet monthly monitoring fee (AssetGuard BX/PW)	\$ 13.00	see T&Cs	US
426-4Q	Networkfleet	CONNECTMS	Garmin CONNECT fee	\$ 2.95	see T&Cs	US
426-4Q	Networkfleet	CUR60SMS	60 Second Configurable Update Rate ¹	\$ -	see T&Cs	US
426-4Q	Networkfleet	CUR45SMS	45 Second Configurable Update Rate ¹	\$ 1.00	see T&Cs	US
426-4Q	Networkfleet	CUR30SMS	30 Second Configurable Update Rate ¹	\$ 2.00	see T&Cs	US
426-4Q	Networkfleet	CUR15SMS	15 Second Configurable Update Rate ¹	\$ 3.00	see T&Cs	US
¹ Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration						
ACCESSORIES						
426-4Q	Networkfleet	PARTS030	Reinstallation Kit	\$ 3.00	see T&Cs	US
426-4Q	Networkfleet	PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	see T&Cs	US
426-4Q	Networkfleet	PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	PARTS041	Sensor Input Harness (5500/5200)	\$ 10.00	see T&Cs	US
426-4Q	Networkfleet	PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	see T&Cs	US
426-4Q	Networkfleet	PARTS069	OBD Harness Extension	\$ 10.00	see T&Cs	US
426-4Q	Networkfleet	PARTS049	Alternate Power Adaptor (5500/5200)	\$ 20.00	see T&Cs	US
426-4Q	Networkfleet	PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 145.95	see T&Cs	US
426-4Q	Networkfleet	PARTS054	Garmin FMI Modified Cable	\$ 55.00	see T&Cs	US
426-4Q	Networkfleet	PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 74.95	see T&Cs	US
426-4Q	Networkfleet	A-PEM001	PEM Port Expansion Module	\$ 140.00	see T&Cs	US
426-4Q	Networkfleet	PARTS062	Driver ID Reader Adapter	\$ 30.00	see T&Cs	US
426-4Q	Networkfleet	PARTS060	Driver ID Reader	\$ 15.00	see T&Cs	US
426-4Q	Networkfleet	PARTS061	Driver ID Key	\$ 3.50	see T&Cs	US
426-4Q	Networkfleet	PARTS071	Bluetooth Extension	\$ -	see T&Cs	US
426-4Q	Networkfleet	PARTS087	Driver ID Reader Audible	\$ 15.00	see T&Cs	US
426-4Q	Networkfleet	DATA001	Data Services (Web Services) Setup fee	\$ -	see T&Cs	US
426-4Q	Networkfleet	DATA002	Data Services (Data Connect) Setup fee	\$ -	see T&Cs	US
INSTALLATION						
426-4Q	Networkfleet	I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-SWAP-UNIT	Device Swap	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TRANSFER-UNIT	Device Transfer	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	see T&Cs	US
426-4Q	Networkfleet	TRAINING-FULL	Full Day Installation Training	\$ 300.00	see T&Cs	US



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11732

County Administrator's Report 15. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Issuance of Purchase Order for the Sunset Bridge Lighting Project

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for the Sunset Bridge Lighting Project - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following February 16, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Issuance of a Purchase Order, in the amount of \$50,600, to Ingram Signalization, Inc., to cover the cost of the installation of 4 Ancestra Specialty Street Lights and furnishing of anchor bolts and bolt patterns for the CR 292A Sunset Avenue Bayou Grande Bridge, Bridge No. 484245 (Project #430003-1-52-03), in Escambia County.

[Funding Source: Fund 151, CRA Warrington Tax Increment Financing (TIF), Cost Center 370114]

BACKGROUND:

CRA is requesting approval of the purchase order to Ingram Signalization in the amount \$50,600 to cover the cost of the installation of the specialty lighting and associated anchor bolts and bolt patterns for the Sunset Bridge replacement per the specifications of CR292A Sunset Avenue Bayou Grande Bridge, Bridge#430003-1-52-03, in Escambia County. This Project has been budgeted in the CRA FY2016/2017 Budget that was approved by the Board on September 20, 2016 in the amount of \$52,000 funded through the Warrington TIF.

On November 17, 2014, the Board approved the Locally Funded Agreement (LFA) between FDOT and the County, stating that the County would be responsible for furnishing the anchor bolts and bolt pattern to the bridge contractor. The anchor bolts and bolt pattern would be supplied by the light pole vendor. The installation of the light poles and the electrical connections would be made by the County at the completion of bridge construction.

In September 2016, the FDOT's bridge contractor contacted CRA, requesting the furnishing of the anchor bolts and bolt pattern information in order to complete bridge construction as per Exhibit A of the LFA. With the assistance of Public Works/Traffic & Transportation, CRA contacted Ingram Signalization and subsequently issued a notice to proceed with the lighting work and provide the equipment and information to FDOT's bridge contractor.

In December 2016, the lighting work was installed and Ingram submitted a combined invoice for the \$49,400 lighting installation plus the \$1,200 anchor bolts and bolt pattern provision for a total of \$50,600.00. Staff and Ingram Signalization erroneously believed that the Public Works existing lighting contract with Ingram would apply to this project, not realizing that the contract did not cover this specialty lighting specifically. The project is under the approved budgeted amount but, because of this erroneous assumption, the proper procedure was not followed and this purchase order is requested after the work is completed instead of prior.

BUDGETARY IMPACT:

Funds for this project are available in Fund Fund 151, CRA Warrington TIF, Cost Center 370114.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration for this recommendation.

PERSONNEL:

There is no additional personnel needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

The request for approval of the Purchase Order in excess of \$50K is in compliance with Escambia County Code of Ordinances, Chapter 46, Art. II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this Recommendation, Community Redevelopment Agency (CRA) staff will process a purchase order requisition.

Attachments

RESOLUTION LFA

Board REC NOV2014

Warrington TIF Budget Final Invoice Rendering

Escambia County
Clerk's Original

11/17/2014 CAR II-8

RESOLUTION NUMBER R2014-139

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE INSTALLATION OF CONDUIT, ANCHOR BOLTS, AND PULL BOXES (FOR FUTURE LIGHT POLES), AND CLASS 5 FINISH SURFACE ON THE CR292A SUNSET AVENUE BAYOU GRANDE BRIDGE, BRIDGE NO. 484245, IN ESCAMBIA COUNTY (PROJECT #430003-1-52-03), IN CONJUNCTION WITH THE PROJECT TO REPLACE THE BRIDGE (#430003-1-52-01); AUTHORIZING THE CHAIRMAN TO SIGN THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY FOR PROJECT #430003-1-52-03; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to install conduit, anchor bolts, and pull boxes (for future light poles), and Class 5 finish surface on the CR292A Sunset Avenue Bayou Grande Bridge, Bridge #484245, in Escambia County (Project #430003-1-03) (hereinafter referred to as the "Project"), in conjunction with the Project to replace the Bridge (#430003-1-52-01); and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$42,384.00 for full payment of the County's share of the estimated Project cost; and

WHEREAS, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board of County Commissioners hereby supports the installation of conduit, anchor bolts, and pull boxes (for future light poles), and Class 5 finish surface on the CR292A Sunset Avenue Bayou Grande Bridge, Bridge #484245, in Escambia County (Project #430003-1-52-03), in conjunction with the Project to replace the Bridge (#430003-1-52-01).

SECTION 3. That the Board authorizes the Chairman to sign the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County for Project #430003-1-52-03.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Date: 11/19/2014 Verified By: JAC

ADOPTED this 17th day of November 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal
sufficiency.

By: Lumon J. May

Lumon J. May, Chairman

By/Title: [Signature]

Date: 11/17/14

ATTEST:

Pam Childers
Clerk of the Circuit Court

By: [Signature]

Deputy Clerk



11/17/2014 CAL II-8

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY**

Project #430003-1-52-03

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and the Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT desire to install conduit, anchor bolts, and pull boxes (for future light poles), and Class 5 finish surface on the bridge in conjunction with the project to replace the CR 292A Sunset Avenue Bayou Grande Bridge, Bridge No. 484245 (430003-1-52-01) in Escambia County. The installation of the conduit, anchor bolts, and pull boxes (for future light poles), and Class 5 finish surface on the bridge is FDOT Project No. 430003-1-52-03, referred to as the "PROJECT" in this AGREEMENT, and is more fully described in Exhibit A attached to this AGREEMENT.

2. DEPARTMENT will undertake and administer the PROJECT, and COUNTY will pay for the costs of the PROJECT.

3. DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, "F.S.," and other sections of the Florida Transportation Code, and COUNTY has approved this AGREEMENT and authorized its duly authorized representative to sign on its behalf as set forth in the attached Resolution No. 2014-134 or as evidenced by the copy of the minutes of the Board of County Commissioners attached hereto.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

4. The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.

5. The COUNTY agrees that it will, at least fourteen (14) calendar days prior to the DEPARTMENT's advertising the project for bid, furnish the DEPARTMENT an advance deposit in the amount of FORTY TWO THOUSAND THREE HUNDRED EIGHTY FOUR and no/100 DOLLARS (\$42,384.00) for full payment of the estimated project cost for Locally Funded project number(s) 430003-1-52-03. The advance deposit shall be the total estimated project cost. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.

6. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph five (5).

7. If the accepted bid amount plus is in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the accepted bid amount is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final

Date: 11/19/2014 Verified By: J. Carew

accounting as provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

8. If the accepted bid amount is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount if such refund is requested by the COUNTY in writing.

9. Should PROJECT modifications or changes occur that increase the COUNTY'S share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for the PROJECT during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S.

10. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this AGREEMENT is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

11. In the event the final accounting of total project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

12. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit.

13. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:
Public Works Department
Escambia County
Attn: Joy Blackmon, P.E.
3363 West Park Place
Pensacola, Florida 32505

FOR THE DEPARTMENT

Florida Department of Transportation
Attn: District Program Development Manager
1074 Highway 90
Chipley, Florida 32428

14. The following provisions of Section 339.135(6)(a), F.S., are 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 shall be 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 \$25,000.00 and which have a term for a period of more than 1 year.

15. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

16. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

17. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

18. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

19. The COUNTY:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

20. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date set out under that party's

signature) shall be deemed the date of this AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: *Lumon J. May*
Lumon J. May
Chairman
Date: 11/17/2014

By: *James T. Barfield*
James T. Barfield, P.E.
District Secretary, District Three
Date: 11/18/14

Attest: Pam Childers
Clerk of the Circuit Court
Pam Childers
Deputy Clerk

Attest: *K. M. S. Cook*
Executive Secretary (SEAL)



Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 11/13/14

Legal Review:

[Signature]
Office of the General Counsel
Date: 11/14/14

BCC Approved 11-17-2014

EXHIBIT A

Escambia County has requested enhanced aesthetics to be included on the Sunset Avenue Bridge Replacement which is to include a coating system and lighting at the bridge ends.

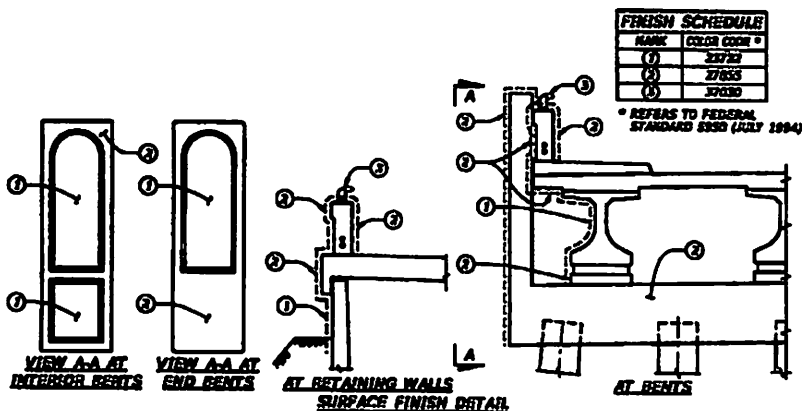
It will be the responsibility of the County to furnish the anchor bolts and bolt pattern to the bridge contractor. The anchor bolts and bolt pattern would be supplied by the light pole vendor. The installation of the lights poles and the electrical connections would be made by the County at the completion of bridge construction.

Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
630-2-11	*Conduit, F&I	LF	664	\$6.00	\$3,984.00
635-2-11	Pull & Splice Box, F&I	EA	4	\$450.00	\$1,800.00
400-143	Cleaning and Coating Concrete Surfaces, Class 5	SF	30,500	\$1.20	\$36,600.00
Total =					\$42,384.00

See attached sheets for further information.

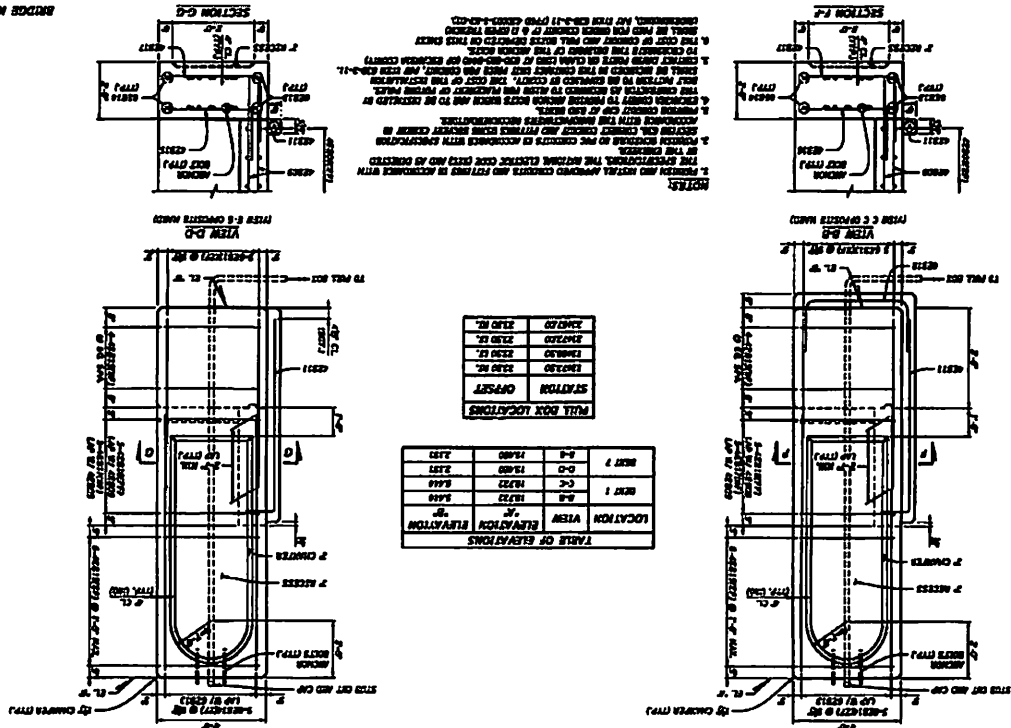
APPLIED FINISH COATING:

- THE FOLLOWING SURFACES SHALL RECEIVE A CLASS 5 APPLIED SURFACE FINISH:
 - ALL EXPOSED SURFACES OF TRAFFIC RAILINGS AND VERTICAL EDGES OF DECK AND UNDERSIDES OF DECK OUTSIDE EXTERIOR BEAMS.
 - EXTERIOR FACES OF EXTERIOR CONCRETE BEAMS.
 - ALL EXPOSED SURFACES OF END BENTS AND INTERMEDIATE BENT CAPS EXCEPT TOPS OF CAPS.
 - ALL EXPOSED SURFACES OF END BENT WINDWALLS, INCLUDING CHUTEWALLS.
 - ALL EXPOSED SURFACES OF RETAINING WALL COPINGS AND TRAFFIC RAILING GUARDERS WITHIN WALL LIMITS.
 - ALL EXPOSED SIDE WALL PANELS.
- ALUMINUM BULLET RAILING SHALL BE PAINTED BLACK (SHADE AS DESCRIBED FOR APPLIED FINISH COATING). THE CONTRACTOR SHALL SUBMIT THE PROPOSED COATING PROCESS TO THE ENGINEER FOR APPROVAL. SEE PAY ITEM NOTES.



- THE COST FOR THE CLASS 5 APPLIED FINISH COATING SHALL BE PAID FOR UNDER CLEANING AND COATING CONCRETE SURFACES, PAY ITEM 400-143 (FPID 430003-1-52-03).
- THE COST OF ALL LABOR AND MATERIALS REQUIRED TO PREPARE BULLET RAIL SURFACE AND APPLY PAINT PER MANUFACTURERS RECOMMENDATION SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR CLASS 5 APPLIED FINISH COATING, PAY ITEM 400-143 (FPID 430003-1-52-03).

BRIDGE NO. 404245





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7194

County Administrator's Report 10. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/17/2014

Issue: Locally Funded Agreement for Supporting the Installation of Conduit,
Anchor Bolts, and Pull Boxes (for future Light Poles)

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

A handwritten signature in black ink, appearing to read "Keith T. Wilkins", is written over a horizontal line.

RECOMMENDATION:

**Recommendation Concerning a Locally Funded Agreement to Support the Installation of
Conduit, Anchor Bolts, and Pull Boxes - Keith T. Wilkins, Community & Environment
Department Director**

That the Board ratify the following November 17, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the installation of conduit, anchor bolts, and pull boxes (for future light poles) and Class 5 finish surface on CR292A Sunset Avenue Bayou Grande Bridge, Bridge No. 484245, Project #430003-1-52-03, in Escambia County:

A. Adopting the Resolution supporting the installation of conduit, anchor bolts, and pull boxes (for future light poles) and Class 5 finish surface on CR292A Sunset Avenue Bayou Grande Bridge, Bridge No. 484245, Project #430003-1-52-03;

B. Approving the Locally Funded Agreement (LFA) between the State of Florida Department of Transportation (FDOT) and Escambia County, Project #430003-1-52-03; and

C. Authorizing the Chairman to sign the Resolution and Locally Funded Agreement.

[Funding Source: Fund 151, CRA Warrington Tax Increment Financing (TIF), Cost Center 220516]

BACKGROUND:

Attachments

Resolution and LFA-Nov2014

**Escambia County
Clerk's Original**

9/20/2016 2nd Budget P.H.

Resolution Number R-2016-128

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2016/17; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2016/2017 in the amount of \$436,581,528 and as further detailed in Attachment A which is incorporated and made part of this resolution.

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

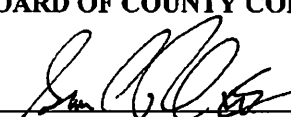
1. The FY 2016/17 Final Budget be adopted.
2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 20th day of September 2016.

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

Date Executed

9-21-2016


Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BY:


Deputy Clerk

**Approved as to form and legal
sufficiency.**

By/Title:

Date:

9/12/16



Date: 9-20-2016 Verified By: K. McCloud

FUND: CRA - Expendable Trust
 FUNCTION: CRA - Expendable Trust
 ACTIVITY: CRA - Expendable Trust

DEPARTMENT: Neighborhood and Human Services
 DIVISION: Community Redevelopment
 COST CENTER: CRA Warrington

Account	Title	Actual FY 14-15	Adopted FY 15-16	3/31/16 Actual	Proposed FY 16-17	Adopted FY 16-17
51101	Executive Salaries	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
51201	Regular Salaries & Wages	27,809	0	0	0	0
51301	Other Salaries & Wages	0	0	0	0	0
51401	Overtime	805	0	0	0	0
51501	Special pay	0	0	0	0	0
52101	FICA Taxes	2,186	0	0	0	0
52201	Retirement Contributions	0	0	0	0	0
52301	Life & Health Insurance	0	0	0	0	0
52401	Workers' Compensation	0	0	0	0	0
52501	Unemployment Compensation	0	0	0	0	0
	PERSONNEL COSTS	30,800	0	0	0	0
53101	Professional Services	6,089	9,000	0	0	0
53201	Accounting & Auditing	0	0	0	0	0
53301	Court Reporter Services	0	0	0	0	0
53401	Other Contractual Services	17,600	40,000	1,112	42,000	0
53501	Investigations	0	0	0	0	0
53601	Pension Benefits	0	0	0	0	0
54001	Travel & Per Diem	0	0	0	0	0
54101	Communications	0	0	0	0	0
54201	Postage & Freight	2,128	300	0	0	0
54301	Utility Services	108,207	115,000	43,541	113,000	0
54401	Rentals & Leases	2,475	2,100	2,653	4,000	0
54501	Insurance	0	0	0	0	0
54601	Repair & Maintenance Services	15,410	11,000	4,106	13,200	0
54701	Printing & Binding	0	0	12	0	0
54801	Promotional Activities	0	0	0	0	0
54901	Other Current Charges & Obligations	19,416	35,000	13,871	40,000	0
54931	Host Ordinance Items	0	0	0	0	0
55101	Office Supplies	0	0	118	0	0
55201	Operating Supplies	229	0	0	100	0
55301	Road Materials & Supplies	0	0	0	0	0
55401	Books, Pubs, & Subs	0	0	0	0	0
55501	Training & Registrations	0	0	0	0	0
55801	Bad Debt	0	0	0	0	0
55901	Depreciation	0	0	0	0	0
	OPERATING COSTS	171,552	212,400	65,413	212,300	0
56101	Land	0	0	0	0	0
56201	Buildings	0	0	0	0	0
56301	Improvements Other Than Buildings	48,084	195,000	4,869	401,738	0
56401	Machinery & Equipment	0	0	0	0	0
56501	Construction in Progress	0	0	0	0	0
56601	Books, Publications & Library Materials	0	0	0	0	0
	CAPITAL OUTLAY	48,084	195,000	4,869	401,738	0
57101	Principal	0	0	0	0	0
57201	Interest	0	0	0	0	0
57301	Other Debt Service Costs	0	0	0	0	0
	DEBT SERVICE	0	0	0	0	0
58101	Aids to Governmental Agencies	0	0	0	0	0
58201	Aids to Private Organizations	0	0	0	0	0
58301	Other Grants and Aids	49,155	30,000	41,449	115,611	0
	GRANTS AND AIDS	49,155	30,000	41,449	115,611	0
59101	Transfers	0	0	0	0	0
59801	Reserves	0	0	0	0	0
	NON-OPERATING COSTS	0	0	0	0	0
	TOTAL BUDGET	\$ 299,591	\$ 437,400	\$ 111,731	\$ 729,649	\$ 0
RESOURCES						
	CRA - Expendable Trust	\$ 299,591	\$ 437,400	\$ 111,731	\$ 729,649	\$ 0
	TOTAL REVENUES	\$ 299,591	\$ 437,400	\$ 111,731	\$ 729,649	\$ 0

Paint program,
Clean-ups,
Demolition/Abatement

Gulf Power &
Clean-ups

Landscape
Maintenance,
CRA Worker
equip. Maint.

County 5%
Indirect portion

Navy Point Triangle Park - \$80k
 Marie Ella Davis Park - \$50k
 Beach Haven area
 sidewalks - \$99,738
 Navy Pt Bridge Lights - \$52K
 Corry Field Sidewalk
 Resurface - \$120K

Facade, Sign,
Residential
Grants

INGRAM SIGNALIZATION, INC.

4522 NORTH DAVIS HWY
PENSACOLA, FL 32503

Invoice

Date	Invoice #
1/19/17	1705-001

Bill To
Escambia County Community Redevelopment Agency Development Program 221 Palafox Place Pensacola, FL 32502

P.O. No.	Terms	Project
		Sunset Bridge Lighting

Quantity	Description	Rate	Amount
	Sunset Bridge Lighting		
4	EA Lumec Light Poles	7,200.00	28,800.00
1	LS Wiring	12,500.00	12,500.00
1	EA Load Center	4,000.00	4,000.00
2	EA Junction Box	400.00	800.00
1	LS Roadway Bore (was required)	4,500.00	4,500.00
Thank you for your business.		Total	\$50,600.00





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11722

County Administrator's Report 15. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

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 February 16, 2017, 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 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 Du Thi Le & Tran Nhung, owners of commercial property located at 1800 North Pace Boulevard, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$10,000, representing an in-kind match through the Neighborhood Enterprise Division (NED), 2013 CDBG Cost Center 370218, Object Code 58301, to install front awning;
2. The Agreements between the Escambia County CRA and The Greater Pensacola Junior Golf Association, Inc., owner of commercial property located at 3924 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$2,102, representing an in-kind match through the Neighborhood Enterprise Division (NED), 2013 CDBG Cost Center 370218, Object Code 58301, to install a new fence; 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 incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided as follows;

1. Du Thi Le & Tran Nhuong, NED 2013 CDBG Cost Center 370218, in the amount of \$10,000
2. The Greater Pensacola Junior Golf Association, Inc., NED 2013 CDBG Cost Center 370218, in the amount of \$2,102

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 Le Feb2017

Agreement TheGreaterPensacolaJuniorGolfAssociation

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2017 by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Du Thi Le & Tran Nhuong, (the "Recipient"), owner of commercial property located at 1800 North Pace Boulevard Pensacola, Florida, 32505.

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 maximum amount of **\$10,000**, 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 **\$10,000**, which shall be comprised of a cash contribution of **\$10,000**.
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 **16th** day of **February 2017**, and the Project shall be complete on or before the **16th** day of **May 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:

Zakkiyyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Du Thi Le & Tran Nhuong
1800 North Pace Boulevard
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. 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: _____
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient: _____
Tran Nhung, Property Owner

Du Thi Le, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of Dec 2016 by, Tran Nhung, Property Owner. He () is personally known to me or (X) has produced FLDL TUSO-... 065-0 as identification.

The foregoing instrument was acknowledged before me this 20 day of Dec 2016 by, Du Thi Le, Property Owner. She () is personally known to me or (X) has produced FLDL L000... 672-2 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

Approved as to form and legal
sufficiency: _____
By/Title: Edith A. A...
Date: 12/20/16

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Du Thi Le & Tran Nhung**

Property Address: **1800 North Pace Boulevard Pensacola, FL 32505**

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

Install Front Awning

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.
<u>Du Thi Le & Tran Nhuong</u>	<u>1800 North Pace Boulevard</u> <u>Pensacola, Florida 32505</u>	<u>17-2S-30-1000-013-011</u>

Total Amount of Lien	<u>\$10,000</u>
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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:

Tran Nhung
Tran Nhung, Property Owner

Du Thi Le
Du Thi Le, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of Dec 2016 by, Tran Nhung, Property Owner. He () is personally known to me or (X) has produced FLDL T650 055-0 as identification.

The foregoing instrument was acknowledged before me this 20 day of Dec 2016 by, Du Thi Le, Property Owner. She () is personally known to me or (X) has produced FLDL 000 672-0 as identification.

(Notary Seal)



ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Escambia County**
Board of County Commissioners

By: _____
D.B. Underhill, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Approved as to form and legal
sufficiency

By/Title: K. Underhill
Date: 12/20/16

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.



Install Front & Side Awning

1800 North Pace Blvd – Du Thi Le & Tran Nhung

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2017 by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and The Greater Pensacola Junior Golf Association, Inc., (the "Recipient"), owner of commercial property located at 3924 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 \$2,102, 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 \$2,102, which shall be comprised of a cash contribution of \$2,102.
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 16th day of February 2017, and the Project shall be complete on or before the 16th day of May 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:

The Greater Pensacola Junior
Golf Association, Inc.
3924 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: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

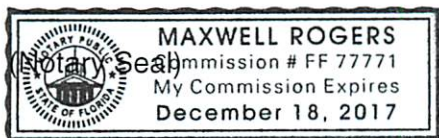
By: _____
Deputy Clerk

(SEAL)

For Recipient: _____
Martin M. Stanovich, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of January 2017
by, Martin M. Stanovich, 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

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 1/17/17

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **The Greater Pensacola Junior Golf Association, Inc.**
Property Address: **3924 Navy Boulevard, Pensacola, FL 32507**

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

Fencing.

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.
<u>The Greater Pensacola Junior Golf Association, Inc.</u>	<u>3924 Navy Boulevard Pensacola, Florida 32507</u>	<u>38-2S-30-1000-120-006</u>

Total Amount of Lien **\$2,102**

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:



Martin M. Stanovich, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of January, 2017 by, Martin M. Stanovich, 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

For: **Escambia County
Board of County Commissioners**

By: _____
D. 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 & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 1/17/17

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.



Fencing

**3924 Navy Boulevard- The Greater Pensacola
Junior Golf Association, Inc.**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11723

County Administrator's Report 15. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

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 take the following action concerning the cancellation of the 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
Joseph and Donna J. Baudendistel	1315 Wisteria Avenue	\$5,835
Deloris Huff	915 Lucerne Avenue	\$2,790
Edmund J. Murphy and Sydney D. Murphy	200 Southeast Gilliland Road	\$2,875
Jane B. Williamson	7 Audusson Avenue	\$3,903

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 document 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 document for the owners.

Attachments

LienCx Baudendistel-Feb2017

LienCx Huff-Feb2017

LienCx Murphy-Feb2017

LienCx Williamson-Feb2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,835 executed by Joseph and Donna J. Baudendistel, and recorded in Official Record Book 7449 at pages 413-414, 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: _____
D. 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: Kathal Act
Date: 11/14/17

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 CAR 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(s)

Joseph and
Donna J. Baudendistel

Address of Property

1315 Wisteria Avenue
Pensacola, FL 32507

Property Reference No.

50-2S-30-5000-008-002

Total Amount of Lien

\$5,835

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# 2015094329 12 15 2015 at 08:14 AM
OFF REC BK 7449 PG 413 - 414 Doc Type L
RECORDING \$15.50

For Recipient(s):

Joseph Baudendistel, Property Owner

Donna J. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 2015 by Joseph Baudendistel, 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 Donna J. Baudendistel, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

Maxwell Rogers
Signature of Notary Public

(Notary Seal)

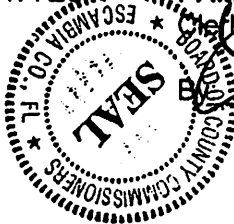
MAXWELL ROGERS
Printed Name of Notary Public



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



Pam Childers
Deputy Clerk

Date Executed: 11/17/2015

BCC Approved: 11-17-2015

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: Adrian A. C. A.
Date: 11/18/15



Before

Barrancas District

1315 Wisteria Avenue

**Install New Central Heating &
Air Conditioning System**

Project Total \$11,671

Grant Total \$5,835



After

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 **\$2,790** executed by **Deloris Huff**, and recorded in Official Record Book **7460** at pages **867-868**, 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: _____
D. 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: 11/11/17

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**

9/29/2015 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(s)
Deloris Huff

Address of Property
915 Lucerne Avenue
Pensacola, FL 32505

Property Reference No.
46-1S-30-1100-013-003

Total Amount of Lien

\$2,790

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016000920 01 06 2016 at 02:58 PM
OFF REC BK 7460 PG 367 - 368 Doc Type: L
RECORDING \$18.50

For Recipient:

Deloris Huff
Deloris Huff, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of August, 2015 by Deloris Huff, Property Owner. She ☐ is personally known to me or ☒ has produced FLDL H100, 103-0 as identification.



ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of
Escambia County**

By: Steven Barry
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



Pam Childers
Deputy Clerk

Date Executed: 9/29/2015

BCC Approved: 09-24-2015

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: [Signature]
Date: 8/17/15



Before

Palafox District
915 Lucerne Avenue

Replace Roof

Project Total \$5,580

Grant Total \$2,790



After

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 **\$2,875** executed by **Edmund J. Murphy and Sydney D. Murphy**, and recorded in Official Record Book **7460** at pages **869-870**, 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: _____
D. 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: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

**Escambia County
Clerk's Original**

5/21/2015
CAN II-1 P/S

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

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

Lien Agreement

Applicant Name
**Edmund J. Murphy and
Sydney D. Murphy**

Address of Property
**200 Southeast Gilliland Road
Pensacola, FL 32507**

Property Reference No.
50-2S-30-6090-418-020

Total Amount of Lien

\$2,875

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016030921 01 06 2016 at 02:58 PM
OFF REC BK 7460 PG. 869 - 370 Doc Type L
RECORDING \$13.50

For Recipient:

Edmund J Murphy
Edmund J Murphy, Property Owner

Sydney D Murphy
Sydney D Murphy, Property Owner

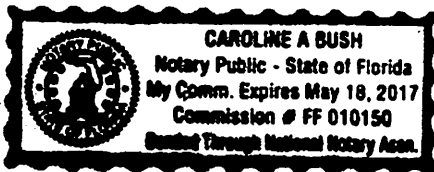
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of April, 2015 by Edmund J Murphy, Property Owner. He (X) is personally known to me or () has produced _____ as identification.

The foregoing instrument was acknowledged before me this 27 day of April, 2015 by Sydney D Murphy, Property Owner. She (X) is personally known to me or () has produced _____ as identification.

(Notary Seal)

Caroline Bush
Signature of Notary Public
Caroline Bush
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Steven Barry
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: 5/26/2015

BCC Approved: 05-21-2015



Lynette Carr
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kellie Hall
Date: 5/16/15

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



Before

Warrington District

200 SE Gilliland Road

**Install Central Heating & Air
Conditioning System and
Electrical Rewiring**

Project Total \$5,750

Grant Total \$2,875



After

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 \$3,903 executed by Jane B. Williamson, and recorded in Official Record Book 7448 at pages 109-110, 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: _____
D. 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: [Signature] ACH
Date: 7/1/12

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 #14

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

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

Lien Agreement

Applicant Name(s)
Jane B. Williamson

Address of Property
7 Audusson Avenue
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-006-019

Total Amount of Lien

\$3,903

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015093671 12/11/2015 at 08:20 AM
OFF REC BK: 7448 PG: 109 - 110 Doc Type: L
RECORDING: \$18.50

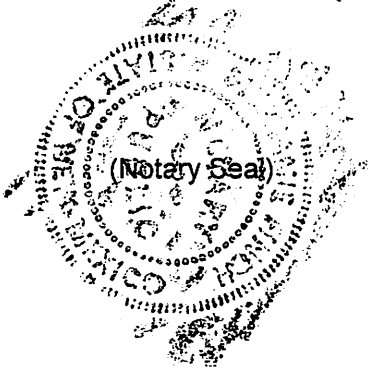
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Jane B. Williamson
Jane B. Williamson, Property Owner

NEW MEXICO
STATE OF FLORIDA
COUNTY OF ESCAMBIA ~~SAFRAH~~ SOLORRO

The foregoing instrument was acknowledged before me this 17th day of August, 2015 by Jane B. Williamson, Property Owner. She ☐ is personally known to me or ☒ has produced driver license as identification.



Stephanie Finch
Signature of Notary Public
Stephanie Finch
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Steven Barry
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



By: [Signature]
Deputy Clerk

Date Executed: 9/29/2015

BCC Approved: 09-24-2015

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

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/16/15



Before

Barrancas District

7 Audusson Avenue

**Replace Roof & Install New
Windows**

Project Total \$7,807

Grant Total \$3,903



After



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11720

County Administrator's Report 15. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

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 February 16, 2017, 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 six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Don T. Clark, Rosalind J. Clark, and Theta L. Fischer, owners of residential property located at 601 Southeast Baublits Drive, Warrington Redevelopment District, each in the amount of \$3,450, 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;
2. The Agreements between Escambia County CRA and Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, owners of residential property located at 2801 West Jackson Street, Brownsville Redevelopment District, each in the amount of \$6,000, 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;
3. The Agreements between Escambia County CRA and Eraena A. McKenzie and Irene M. Easterday, owners of residential property located at 2105 Grundy Street, Warrington Redevelopment District, each in the amount of \$5,525, 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 electrical rewiring;
4. The Agreements between Escambia County CRA and Irma D. Speed, owner of

residential property located at 532 South 1st Street, Warrington Redevelopment District, each in the amount of \$2,825, 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;

5. The Agreements between Escambia County CRA and Martha Nelson, owner of residential property located at 226 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$1,300, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

6. The Agreements between Escambia County CRA and Carolee A. Coleman, owner of residential property located at 1208 Wilson Avenue, Barrancas Redevelopment District, each in the amount of \$2,630, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection; and

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

BACKGROUND:

On February 16, 2017 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

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. Don T. Clark, Rosalind J. Clark and Theta L. Fischer, Warrington TIF, Cost Center 370114, in the amount of \$3,450
2. Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, Brownsville TIF, Cost Center 370113, in the amount of \$6,000
3. Eraena A. McKenzie and Irene M. Easterday, Warrington TIF, Cost Center 370114, in the amount of \$5,525
4. Irma D. Speed, Warrington TIF, Cost Center 370114, in the amount of \$2,825
5. Martha Nelson, Warrington TIF, Cost Center 370114, in the amount of \$1,300
6. Carolee A. Coleman, Barrancas TIF, Cost Center 370116, in the amount of \$2,630

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-Clark&Fischer-Feb2017

Agreement-Richardson-Feb2017

Agreement-Mckenzie and Easterday-Feb2017

Agreement-Speed-Feb2017

Agreement-Nelson-Feb2017

Agreement-Coleman-Feb2017

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

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Don T. Clark, Rosalind J. Clark and Theta L. Fischer, (the "Recipient(s)"), owner of residential property located at 601 Southeast Baublits 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 \$3,450, 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 \$3,450, which shall be comprised of a cash contribution of \$3,450.
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 16th day of February 2017, and the Project shall be complete on or before the 16th day of May 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):

Don T. Clark,
Rosalind J. Clark, and
Theta L. Fischer
601 Southeast Baublits 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: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Don T. Clark, Property Owner

Rosalind J. Clark, Property Owner

Theta L. Fischer, Property Owner, by Don T. Clark, her attorney-in-fact

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Don T. Clark, Property Owner. He () is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Rosalind J. Clark, Property Owner. She () is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Don T. Clark, as attorney-in-fact for Theta L. Fischer, 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

Approved as to form and legal sufficiency.

By/Title: Kathleen Act
Date: 1/4/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Don T. Clark, Rosalind J. Clark and Theta L. Fischer**
Property Address: **601 Southeast Baublits Drive, 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(s)

Don T. Clark,
Rosalind J. Clark, and
Theta L. Fischer

Address of Property

601 Southeast Baublits Drive
Pensacola, FL 32507

Property Reference No.

50-2S-30-6090-614-028

Total Amount of Lien

\$3,450

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):

Don T. Clark, Property Owner

Rosalind J. Clark, Property Owner

Theta L. Fischer, Property Owner, by Don T. Clark, her attorney-in-fact

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Don T. Clark, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Rosalind J. Clark, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Don T. Clark, as attorney-in-fact for Theta L. Fischer, 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

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

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: K. H. A. A. A.
Date: 1/4/17

Don T. Clark, Rosalind J. Clark and Theta L. Fischer

601 Southeast Baublits Drive –

Replace roof



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

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, (the "Recipient(s)"), owners of residential property located at 2801 West Jackson 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 16th day of February 2017, and the Project shall be complete on or before the 16th day of May 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):

Lizzie B. Richardson,
Sharon D. Richardson, and
Juana L. Richardson
2801 West Jackson 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: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Mrs. L.B. Richardson
Lizzie B. Richardson, Property Owner
Sharon D. Richardson
Sharon D. Richardson, Property Owner
Juanabonnel Richardson
Juana L. Richardson, Property Owner

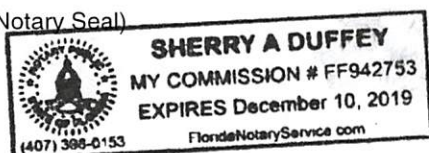
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Lizzie B. Richardson, Property Owner. She () is personally known to me or () has produced FLDL E203-522-22-942-0 as identification.

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Sharon D. Richardson, Property Owner. She () is personally known to me or () has produced US Postal Worker ID Exp 6/30/18 as identification.

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Juana L. Richardson, Property Owner. She () is personally known to me or () has produced FLDL E203-432-58-902-0 as identification.

(Notary Seal)



Sherry Duffey
Signature of Notary Public
Sherry Duffey
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: *Kathleen Acker*
Date: 1/31/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson**
Property Address: **2801 West Jackson 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.
<u>Lizzie B. Richardson,</u>	<u>2801 West Jackson Street</u>	<u>32-2S-30-1000-002-229</u>
<u>Sharon D. Richardson, and</u>	<u>Pensacola, FL 32505</u>	
<u>Juana L. Richardson</u>		

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):

Mrs. L.B. Richardson
Lizzie B. Richardson, Property Owner
Sharon D. Richardson
Sharon D. Richardson, Property Owner
Juana L. Richardson
Juana L. Richardson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Lizzie B. Richardson, Property Owner. She () is personally known to me or () has produced FL DL R263-522-0 as identification.

22-942-0
The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Sharon D. Richardson, Property Owner. She () is personally known to me or () has produced US Postal Worker as identification.
ID Exp. 6/30/18

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Juana L. Richardson, Property Owner. She () is personally known to me or () has produced FL DL R263-432-0 as identification.
58-902-0

(Notary Seal)

Sherry Duffey
Signature of Notary Public
Sherry Duffey
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
D. 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: Edyral, ACD
Date: 1/3/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Replace roof

**2801 West Jackson Street-Lizzie B.,
Sharon D. and Juana L. Ricardson**

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

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Eraena A. McKenzie and Irene M. Easterday, (the "Recipient(s)"), owner of residential property located at 2105 Grundy 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 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 \$5,525, 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 \$5,525, which shall be comprised of a cash contribution of \$5,525.
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 16th day of February 2017, and the Project shall be complete on or before the 16th day of May 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):

Eraena A. McKenzie and
Irene M. Easterday
2105 Grundy 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: _____
D. B. Underhill, Chairman

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 1/9/17

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

[Signature]
Eraena A. McKenzie, Property Owner
[Signature]
Irene M. Easterday, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of January, 2017 by Eraena A. McKenzie, Property Owner. She () is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 11th day of January, 2017 by Irene M. Easterday, Property Owner. She () is personally known to me or (✓) has produced FL Drivers Lic as identification.



[Signature]
Signature of Notary Public
maxwell rogers
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Eraena A. McKenzie and Irene M. Easterday**
Property Address: **2105 Grundy Street, Pensacola, Florida, 32507**

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

Replace roof and Electrical rewiring.

**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)

**Eraena A. McKenzie and
Irene M. Easterday**

Address of Property

**2105 Grundy Road
Pensacola, FL 32507**

Property Reference No.

35-2S-31-1000-001-100

Total Amount of Lien

\$5,525

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):

E. McKenzie
Eraena A. McKenzie, Property Owner

Irene M. Easterday
Irene M. Easterday, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of January, 2017 by Eraena A. McKenzie, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 11th day of January, 2017 by Irene M. Easterday, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

(Notary Seal)



Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
D. 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: *Maxwell Rogers*
Date: 1/9/17



**Replace roof and Electrical rewiring
2105 Grundy Street - Eraena McKenzie
& Irene Easterday**

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

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Irma D. Speed, (the "Recipient"), owner of residential property located at 532 South 1st 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 \$2,825, 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 \$2,825, which shall be comprised of a cash contribution of \$2,825.
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 16th day of February 2017, and the Project shall be complete on or before the 16th day of May 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:

Irma D. Speed
532 South 1st 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: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Irma D. Speed
Irma D. Speed, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBA

The foregoing instrument was acknowledged before me this 12th day of January, 2017 by Irma D. Speed, Property Owner. She () is personally known to me or (☒) has produced military ID as identification.



Maxwell Rogers
Signature of Notary Public
Maxwell Rogers
Printed Name of Notary Public

Approved as to form and legal
sufficiency.

By/Title: *K. H. [Signature]*
Date: 1/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Irma D. Speed**

Property Address: **532 South 1st Street, 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 Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Irma D. Speed

Address of Property
532 South 1st Street
Pensacola, FL 32507

Property Reference No.
50-2S-30-7062-450-037

Total Amount of Lien

\$2,825

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:

Irma D Speed
Irma D. Speed, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of January, 2017 by Irma D. Speed, Property Owner. She (☐) is personally known to me or (☒) has produced military ID as identification.



[Signature]
Signature of Notary Public

maxwell ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
D. 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: [Signature]
Date: 1/17/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Replace roof

532 S. 1st Street – Irma D. Speed

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

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Martha Nelson, (the "Recipient"), owner of residential property located at 226 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 total amount of \$1,300, 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 \$1,300, which shall be comprised of a cash contribution of \$1,300.
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 16th day of February 2017, and the Project shall be complete on or before the 16th day of May 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:

Martha Nelson
226 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: _____
D. B. Underhill, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: _____
Martha Nelson
Martha Nelson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of January, 2017 by Martha Nelson, 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

Approved as to form and legal
sufficiency.

By/Title: Kellie Adams
Date: 1/19/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Martha Nelson**

Property Address: **226 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
Martha Nelson

Address of Property
226 Sunset Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-244-013

Total Amount of Lien

\$1,300

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.

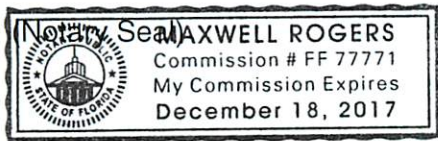
If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced 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:

Martha Nelson
Martha Nelson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of January, 2017 by Martha Nelson, Property Owner. She () is personally known to me or (☒) has produced FL Drivers Lic as identification.



[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of
Escambia County**

By: _____
D. 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: [Signature]
Date: 1/19/17

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

226 Sunset Avenue – Martha Nelson

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

THIS FUNDING AGREEMENT is made and entered into this 16th day of February 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Carolee A. Coleman, (the "Recipient"), owner of residential property located at 1208 Wilson 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 \$2,630, 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 \$2,630, which shall be comprised of a cash contribution of \$2,630.
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 16th day of February 2017, and the Project shall be complete on or before the 16th day of May 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):

Carolee A. Coleman
1208 Wilson 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: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

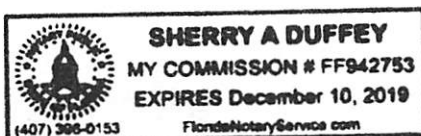
For Recipient(s):
Carolee Coleman
Carolee A. Coleman, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2017 by Carolee A. Coleman, Property Owner. She () is personally known to me or (☒) has produced FLDL CUS-101 as identification.
80-566-0

(Notary Seal)

Sherry Duffey
Signature of Notary Public
Sherry Duffey
Printed Name of Notary Public



Approved as to form and legal sufficiency.

By/Title: Eduardo Aca
Date: 1/18/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Carolee A. Coleman**

Property Address: **1208 Wilson Avenue, 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(s)
Carolee A. Coleman

Address of Property
1208 Wilson Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5000-022-012

Total Amount of Lien

\$2,630

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):

Carolee Coleman
Carolee A. Coleman, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2017 by Carolee A. Coleman, Property Owner. She () is personally known to me or () has produced FLDG C455-101-80-566-2 as identification.

(Notary Seal)

Sherry Duffey
Signature of Notary Public
Sherry Duffey
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: D. 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: Kelly P. O'Grady
Date: 1/18/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Replace roof

**1208 Wilson Avenue-Carolee A.
Coleman**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11706

County Administrator's Report 15. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Write-Off of Accounts Receivable

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$2,241,362.56, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the third quarter of Fiscal Year 2016-2017 for 4,811 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

BACKGROUND:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from EMS Ambulance Billings for the 1st quarter of Fiscal Year 2016-2017 for 4,811 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and /or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristen Hual has reviewed and approved the Resolution as to form and legal sufficiency on February 2, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

Bad Debt Write-Off

RESOLUTION R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT CERTAIN ACCOUNTS OWED TO THE EMERGENCY MEDICAL SERVICE FUND SHALL BE WRITTEN OFF AS UNCOLLECTIBLE BAD DEBTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain accounts totaling \$2,241,362.56 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – BDWO 2016_17Q1" and made part hereof by reference; and

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list.

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

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

Section 2. That the accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including, but not limited to, use of a collection agency under contract to Escambia County.

Section 3. That all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

Section 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2017.

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

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal
sufficiency

By/Title: _____

Date: _____

Trip Date	#	Customer	Due
2008-03-10	Run 6,835		274.53
2012-09-19	Run 26,965		637.00
2013-01-01	Run 94		250.00
2013-09-04	Run 25,869		567.00
2013-09-10	Run 26,524		717.00
2013-10-17	Run 30,284		623.26
2013-10-24	Run 30,980		833.53
2013-11-20	Run 33,596		765.00
2013-12-01	Run 34,614		633.00
2013-12-20	Run 36,803		805.00
2014-02-05	Run 3,812		657.00
2014-02-07	Run 3,941		102.55
2014-02-14	Run 4,706		672.00
2014-03-02	Run 6,433		332.50
2014-03-13	Run 7,603		819.00
2014-03-13	Run 7,611		857.00
2014-03-14	Run 7,908		658.00
2014-04-24	Run 12,816		633.00
2014-05-07	Run 13,887		16.86
2014-05-21	Run 15,590		718.00
2014-06-05	Run 17,350		731.00
2014-06-09	Run 17,820		621.00
2014-06-20	Run 19,096		562.00
2014-07-24	Run 23,247		869.00
2014-07-31	Run 24,105		869.00
2014-08-24	Run 26,960		559.00
2014-09-17	Run 29,819		669.00
2014-10-03	Run 31,532		543.00
2014-10-06	Run 31,880		561.00
2014-10-18	Run 33,392		561.00
2014-11-26	Run 37,690		807.00
2014-12-01	Run 38,178		460.92
2014-12-06	Run 38,857		915.00
2014-12-07	Run 39,024		147.00
2014-12-24	Run 41,289		21.48
2014-12-30	Run 41,450		59.70
2015-01-09	Run 971		633.00
2015-01-11	Run 1,124		17.34
2015-01-21	Run 2,271		545.00
2015-01-21	Run 2,270		545.00
2015-01-23	Run 2,522		132.24
2015-02-03	Run 3,299		765.00
2015-02-05	Run 3,648		639.00
2015-02-12	Run 4,502		242.70
2015-02-18	Run 5,054		154.20
2015-03-02	Run 6,408		336.16
2015-03-06	Run 6,957		250.00
2015-03-15	Run 8,039		98.39
2015-03-16	Run 8,156		601.00
2015-03-19	Run 8,602		824.00
2015-03-24	Run 9,179		100.00
2015-03-24	Run 9,130		672.00
2015-03-26	Run 9,370		160.00
2015-03-28	Run 9,629		879.00
2015-03-29	Run 9,713		549.00
2015-04-09	Run 10,982		783.00
2015-04-11	Run 11,281		708.00
2015-04-15	Run 11,639		633.00
2015-04-16	Run 11,797		869.00
2015-04-19	Run 12,154		759.00
2015-04-22	Run 12,498		150.00

Trip Date	#	Customer	Due
2015-04-25	Run 12,844		71.04
2015-04-27	Run 13,121		781.00
2015-04-29	Run 13,333		551.60
2015-04-29	Run 13,245		781.00
2015-04-30	Run 13,357		91.93
2015-04-30	Run 13,318		613.40
2015-05-01	Run 13,532		843.00
2015-05-02	Run 13,648		313.34
2015-05-05	Run 13,911		597.00
2015-05-05	Run 13,975		1,061.00
2015-05-07	Run 14,175		522.16
2015-05-10	Run 14,474		89.75
2015-05-10	Run 14,473		395.19
2015-05-11	Run 14,632		759.00
2015-05-12	Run 14,803		160.00
2015-05-15	Run 15,075		857.00
2015-05-19	Run 15,584		475.75
2015-05-21	Run 15,734		797.00
2015-05-22	Run 15,924		615.00
2015-05-23	Run 16,028		546.88
2015-05-30	Run 16,766		994.00
2015-06-08	Run 17,854		573.00
2015-06-10	Run 18,054		81.90
2015-06-17	Run 18,889		309.92
2015-06-20	Run 19,257		150.00
2015-06-24	Run 19,776		855.00
2015-06-25	Run 19,956		561.00
2015-06-30	Run 20,474		717.00
2015-07-02	Run 20,745		530.18
2015-07-03	Run 20,885		111.85
2015-07-04	Run 21,032		905.00
2015-07-05	Run 21,076		178.22
2015-07-05	Run 21,101		769.00
2015-07-06	Run 21,260		150.60
2015-07-08	Run 21,417		580.48
2015-07-11	Run 21,761		561.00
2015-07-11	Run 21,698		597.00
2015-07-14	Run 22,123		150.00
2015-07-15	Run 22,233		905.00
2015-07-16	Run 22,320		200.70
2015-07-17	Run 22,763		36.00
2015-07-19	Run 22,669		86.99
2015-07-19	Run 22,728		615.00
2015-07-20	Run 22,751		415.24
2015-07-21	Run 23,484		379.00
2015-07-22	Run 23,074		86.99
2015-07-22	Run 23,871		190.00
2015-07-24	Run 23,269		32.10
2015-07-25	Run 23,442		697.00
2015-07-27	Run 23,566		97.17
2015-07-27	Run 23,598		354.83
2015-07-30	Run 23,988		657.00
2015-07-31	Run 24,061		83.50
2015-08-01	Run 24,245		190.00
2015-08-02	Run 24,359		741.70
2015-08-03	Run 24,447		100.00
2015-08-04	Run 24,519		96.59
2015-08-06	Run 25,234		442.65
2015-08-13	Run 25,499		106.33
2015-08-13	Run 25,470		456.02
2015-08-14	Run 25,611		419.57

Trip Date	#	Customer	Due
2015-08-14	Run 25,603		857.00
2015-08-14	Run 25,631		879.00
2015-08-15	Run 25,743		893.00
2015-08-16	Run 25,860		20.00
2015-08-17	Run 25,999		89.32
2015-08-17	Run 25,911		131.40
2015-08-17	Run 25,908		693.00
2015-08-19	Run 26,144		88.59
2015-08-20	Run 26,323		150.00
2015-08-20	Run 26,339		233.43
2015-08-20	Run 26,374		365.38
2015-08-20	Run 26,244		1,073.00
2015-08-22	Run 26,596		58.27
2015-08-23	Run 26,660		92.66
2015-08-24	Run 26,829		108.00
2015-08-26	Run 26,972		549.00
2015-08-28	Run 27,273		84.85
2015-08-28	Run 27,259		133.80
2015-08-30	Run 27,450		300.00
2015-08-30	Run 27,488		874.00
2015-08-31	Run 27,551		573.00
2015-09-01	Run 27,673		951.00
2015-09-02	Run 27,792		40.00
2015-09-02	Run 27,827		190.00
2015-09-02	Run 27,928		573.00
2015-09-04	Run 28,043		161.40
2015-09-05	Run 28,129		75.00
2015-09-05	Run 28,204		265.60
2015-09-05	Run 28,087		446.95
2015-09-05	Run 28,136		597.00
2015-09-07	Run 28,383		15.00
2015-09-07	Run 28,412		225.00
2015-09-08	Run 28,510		75.00
2015-09-10	Run 28,699		965.00
2015-09-12	Run 28,972		72.64
2015-09-13	Run 29,011		88.73
2015-09-14	Run 29,212		597.00
2015-09-15	Run 29,235		98.55
2015-09-15	Run 29,254		548.35
2015-09-17	Run 29,482		35.00
2015-09-17	Run 29,499		150.00
2015-09-17	Run 29,504		150.00
2015-09-17	Run 29,528		537.00
2015-09-18	Run 29,541		125.00
2015-09-19	Run 29,767		450.00
2015-09-19	Run 29,759		685.00
2015-09-19	Run 29,738		797.00
2015-09-20	Run 29,779		92.92
2015-09-21	Run 29,850		893.00
2015-09-22	Run 30,052		10.00
2015-09-22	Run 30,031		100.80
2015-09-23	Run 30,198		136.00
2015-09-23	Run 30,135		588.16
2015-09-24	Run 30,286		100.00
2015-09-24	Run 30,279		777.00
2015-09-24	Run 30,237		807.00
2015-09-25	Run 30,437		110.00
2015-09-25	Run 30,365		915.00
2015-09-26	Run 30,418		66.86
2015-09-26	Run 30,414		917.00
2015-09-27	Run 30,566		84.66

Trip Date	#	Customer	Due
2015-09-27	Run 30,522		133.80
2015-09-28	Run 30,674		105.76
2015-09-28	Run 30,727		118.91
2015-09-28	Run 30,652		125.00
2015-09-28	Run 31,472		138.17
2015-09-29	Run 30,840		84.66
2015-09-29	Run 30,810		298.83
2015-09-29	Run 30,807		633.00
2015-09-30	Run 30,878		84.66
2015-09-30	Run 30,891		561.00
2015-10-01	Run 30,960		621.00
2015-10-01	Run 31,056		941.00
2015-10-01	Run 30,945		958.00
2015-10-02	Run 31,103		83.83
2015-10-02	Run 31,141		772.58
2015-10-03	Run 31,191		24.00
2015-10-04	Run 31,267		89.03
2015-10-04	Run 31,316		101.82
2015-10-05	Run 31,419		85.68
2015-10-05	Run 31,391		881.00
2015-10-06	Run 31,614		747.00
2015-10-07	Run 31,693		475.65
2015-10-07	Run 31,714		561.00
2015-10-08	Run 31,735		93.68
2015-10-08	Run 31,831		783.00
2015-10-08	Run 31,756		843.00
2015-10-09	Run 31,952		110.00
2015-10-10	Run 31,978		87.72
2015-10-11	Run 32,168		160.00
2015-10-12	Run 32,206		250.00
2015-10-12	Run 32,274		534.63
2015-10-13	Run 32,334		109.80
2015-10-13	Run 32,329		177.40
2015-10-13	Run 32,349		368.89
2015-10-13	Run 32,307		917.00
2015-10-15	Run 32,491		561.00
2015-10-16	Run 32,645		100.80
2015-10-16	Run 32,606		125.00
2015-10-18	Run 32,866		92.22
2015-10-18	Run 32,872		187.80
2015-10-18	Run 32,871		190.00
2015-10-18	Run 32,846		573.00
2015-10-19	Run 33,047		190.00
2015-10-19	Run 32,972		821.00
2015-10-20	Run 33,070		83.50
2015-10-20	Run 33,094		150.00
2015-10-22	Run 33,308		88.59
2015-10-23	Run 33,464		92.37
2015-10-23	Run 33,421		125.00
2015-10-23	Run 33,481		879.00
2015-10-24	Run 33,579		125.00
2015-10-26	Run 33,795		125.00
2015-10-26	Run 33,798		609.00
2015-10-27	Run 33,809		76.13
2015-10-27	Run 33,949		100.61
2015-10-27	Run 33,855		451.43
2015-10-27	Run 33,842		669.00
2015-10-28	Run 34,009		170.00
2015-10-28	Run 34,051		561.00
2015-10-28	Run 33,994		609.00
2015-10-28	Run 34,074		793.00

Trip Date	#	Customer	Due
2015-10-29	Run 34,098		821.00
2015-10-30	Run 34,205		20.00
2015-10-30	Run 34,297		693.00
2015-10-30	Run 34,335		917.00
2015-11-01	Run 34,404		73.51
2015-11-01	Run 34,503		537.00
2015-11-02	Run 34,518		125.40
2015-11-02	Run 34,532		633.00
2015-11-02	Run 34,559		855.00
2015-11-03	Run 34,645		300.00
2015-11-03	Run 34,642		435.00
2015-11-03	Run 34,682		843.00
2015-11-03	Run 34,700		843.00
2015-11-03	Run 34,649		927.00
2015-11-04	Run 34,734		125.00
2015-11-04	Run 34,816		717.00
2015-11-04	Run 34,844		733.00
2015-11-04	Run 34,777		817.00
2015-11-04	Run 34,841		843.00
2015-11-05	Run 34,876		160.00
2015-11-05	Run 34,905		561.00
2015-11-05	Run 34,860		609.00
2015-11-05	Run 34,915		697.00
2015-11-06	Run 35,014		52.29
2015-11-06	Run 34,955		75.00
2015-11-06	Run 35,042		200.00
2015-11-06	Run 35,030		537.00
2015-11-06	Run 35,076		549.00
2015-11-06	Run 35,008		621.00
2015-11-06	Run 35,034		771.00
2015-11-07	Run 35,195		77.00
2015-11-07	Run 35,122		771.00
2015-11-08	Run 35,286		129.00
2015-11-08	Run 35,288		190.00
2015-11-09	Run 35,335		100.00
2015-11-09	Run 35,421		150.00
2015-11-09	Run 35,373		537.00
2015-11-09	Run 35,374		549.00
2015-11-09	Run 35,382		819.00
2015-11-09	Run 35,403		879.00
2015-11-10	Run 35,458		86.41
2015-11-10	Run 35,485		88.73
2015-11-10	Run 35,520		91.93
2015-11-10	Run 35,513		160.00
2015-11-10	Run 35,462		545.00
2015-11-10	Run 35,454		759.00
2015-11-10	Run 35,405		783.00
2015-11-10	Run 35,412		879.00
2015-11-10	Run 35,465		1,071.00
2015-11-11	Run 35,588		585.00
2015-11-12	Run 35,702		199.92
2015-11-12	Run 35,705		609.00
2015-11-12	Run 35,662		705.00
2015-11-13	Run 35,788		100.00
2015-11-13	Run 35,780		125.00
2015-11-13	Run 35,821		160.00
2015-11-14	Run 35,888		150.00
2015-11-15	Run 36,056		190.00
2015-11-15	Run 36,039		573.00
2015-11-16	Run 36,179		141.00
2015-11-16	Run 36,212		150.00

Trip Date	#	Customer	Due
2015-11-16	Run 36,101		697.00
2015-11-16	Run 36,209		893.00
2015-11-17	Run 36,537		91.93
2015-11-17	Run 36,273		178.20
2015-11-17	Run 36,205		424.30
2015-11-17	Run 36,252		436.39
2015-11-17	Run 36,285		747.00
2015-11-17	Run 36,249		759.00
2015-11-17	Run 36,191		771.00
2015-11-17	Run 36,265		795.00
2015-11-18	Run 36,398		124.20
2015-11-18	Run 36,327		150.00
2015-11-18	Run 36,418		153.80
2015-11-18	Run 36,433		661.00
2015-11-19	Run 36,467		693.00
2015-11-20	Run 36,628		595.29
2015-11-20	Run 36,600		633.00
2015-11-20	Run 36,646		705.00
2015-11-20	Run 36,647		753.00
2015-11-20	Run 36,606		783.00
2015-11-20	Run 36,611		855.00
2015-11-21	Run 36,779		121.80
2015-11-21	Run 36,735		585.00
2015-11-22	Run 36,836		109.80
2015-11-22	Run 36,774		633.00
2015-11-23	Run 36,940		86.26
2015-11-23	Run 36,938		95.57
2015-11-23	Run 36,976		300.00
2015-11-23	Run 36,930		424.76
2015-11-23	Run 36,972		681.00
2015-11-24	Run 37,008		204.08
2015-11-24	Run 36,996		561.00
2015-11-24	Run 37,040		759.00
2015-11-24	Run 37,001		771.00
2015-11-26	Run 37,215		466.93
2015-11-26	Run 37,165		783.00
2015-11-27	Run 37,283		20.00
2015-11-27	Run 37,302		526.20
2015-11-27	Run 37,286		529.00
2015-11-28	Run 37,356		190.00
2015-11-28	Run 37,399		597.00
2015-11-28	Run 37,380		658.14
2015-11-28	Run 37,373		951.00
2015-11-29	Run 37,523		150.00
2015-11-29	Run 37,538		312.20
2015-11-29	Run 37,565		729.00
2015-11-29	Run 37,438		733.00
2015-11-30	Run 37,614		119.40
2015-11-30	Run 37,678		178.20
2015-11-30	Run 37,602		300.00
2015-11-30	Run 37,613		537.00
2015-11-30	Run 37,630		537.00
2015-11-30	Run 37,665		819.00
2015-12-01	Run 37,991		20.00
2015-12-01	Run 37,977		117.00
2015-12-01	Run 37,652		121.30
2015-12-01	Run 37,752		175.80
2015-12-01	Run 37,685		446.75
2015-12-01	Run 37,689		795.00
2015-12-02	Run 37,860		78.16
2015-12-02	Run 37,844		537.00

Trip Date	#	Customer	Due
2015-12-02	Run 37,850		855.00
2015-12-03	Run 37,909		62.77
2015-12-03	Run 37,876		82.96
2015-12-03	Run 37,881		326.97
2015-12-03	Run 37,944		609.00
2015-12-03	Run 37,928		669.00
2015-12-04	Run 38,043		214.05
2015-12-05	Run 38,113		78.10
2015-12-05	Run 38,160		84.66
2015-12-05	Run 40,484		405.35
2015-12-05	Run 38,164		717.00
2015-12-05	Run 38,095		927.00
2015-12-06	Run 38,147		75.00
2015-12-06	Run 38,500		75.25
2015-12-06	Run 38,212		946.00
2015-12-07	Run 38,320		119.40
2015-12-07	Run 38,324		119.40
2015-12-07	Run 38,297		138.60
2015-12-07	Run 38,305		549.00
2015-12-07	Run 38,363		867.00
2015-12-07	Run 38,234		958.00
2015-12-08	Run 38,440		74.70
2015-12-08	Run 38,444		124.20
2015-12-08	Run 38,461		549.00
2015-12-08	Run 38,399		561.00
2015-12-09	Run 38,541		94.17
2015-12-09	Run 38,605		173.40
2015-12-09	Run 38,493		179.10
2015-12-09	Run 38,567		300.00
2015-12-09	Run 38,534		326.97
2015-12-09	Run 38,514		537.00
2015-12-09	Run 38,532		783.00
2015-12-09	Run 38,558		877.00
2015-12-10	Run 41,006		597.00
2015-12-10	Run 38,698		853.00
2015-12-11	Run 38,793		74.67
2015-12-11	Run 38,811		89.75
2015-12-11	Run 38,725		150.00
2015-12-11	Run 38,773		322.80
2015-12-11	Run 38,733		549.00
2015-12-11	Run 38,828		999.00
2015-12-12	Run 38,892		52.74
2015-12-12	Run 38,897		80.63
2015-12-12	Run 38,919		121.80
2015-12-12	Run 38,906		150.00
2015-12-12	Run 38,923		769.00
2015-12-13	Run 38,958		94.26
2015-12-13	Run 38,978		621.00
2015-12-14	Run 39,192		75.00
2015-12-14	Run 39,076		86.12
2015-12-14	Run 39,102		125.00
2015-12-14	Run 39,148		150.00
2015-12-15	Run 39,234		89.90
2015-12-15	Run 39,260		121.80
2015-12-15	Run 39,235		150.00
2015-12-15	Run 39,214		150.00
2015-12-15	Run 39,199		150.00
2015-12-15	Run 39,222		205.92
2015-12-15	Run 39,236		537.00
2015-12-15	Run 39,144		537.00
2015-12-16	Run 39,314		107.40

Trip Date	#	Customer	Due
2015-12-16	Run 39,338		114.74
2015-12-16	Run 39,288		645.00
2015-12-16	Run 39,340		747.00
2015-12-16	Run 39,333		833.00
2015-12-16	Run 39,363		857.00
2015-12-17	Run 39,404		84.23
2015-12-17	Run 39,450		105.06
2015-12-17	Run 39,572		120.14
2015-12-17	Run 39,458		150.00
2015-12-18	Run 39,551		250.00
2015-12-18	Run 39,577		609.00
2015-12-18	Run 39,529		621.00
2015-12-18	Run 39,471		769.00
2015-12-18	Run 39,501		831.00
2015-12-18	Run 39,538		867.00
2015-12-20	Run 39,777		59.28
2015-12-20	Run 39,765		86.41
2015-12-20	Run 39,760		150.00
2015-12-20	Run 39,665		210.14
2015-12-20	Run 39,679		364.81
2015-12-20	Run 39,750		434.27
2015-12-20	Run 39,687		549.00
2015-12-20	Run 39,693		579.00
2015-12-21	Run 39,896		10.00
2015-12-21	Run 39,852		84.70
2015-12-21	Run 39,891		122.16
2015-12-21	Run 39,898		534.00
2015-12-21	Run 39,849		769.00
2015-12-21	Run 39,817		795.00
2015-12-21	Run 39,827		805.00
2015-12-22	Run 39,922		73.36
2015-12-22	Run 39,958		84.95
2015-12-22	Run 39,874		150.00
2015-12-22	Run 40,007		150.00
2015-12-22	Run 40,004		537.00
2015-12-22	Run 39,929		1,069.93
2015-12-23	Run 40,077		86.01
2015-12-23	Run 40,102		92.95
2015-12-23	Run 40,037		94.11
2015-12-23	Run 40,100		115.11
2015-12-23	Run 40,075		120.60
2015-12-23	Run 40,030		250.00
2015-12-23	Run 40,078		543.00
2015-12-23	Run 40,084		609.00
2015-12-23	Run 40,060		783.00
2015-12-23	Run 39,984		783.00
2015-12-24	Run 40,120		27.94
2015-12-24	Run 40,279		117.22
2015-12-24	Run 40,228		569.00
2015-12-24	Run 40,219		821.00
2015-12-25	Run 40,233		71.76
2015-12-25	Run 40,256		110.54
2015-12-25	Run 40,304		150.00
2015-12-25	Run 40,251		177.50
2015-12-25	Run 40,324		549.00
2015-12-26	Run 40,428		81.07
2015-12-26	Run 40,444		96.15
2015-12-26	Run 40,389		573.00
2015-12-26	Run 40,370		597.00
2015-12-27	Run 40,501		82.04
2015-12-27	Run 40,518		300.00

Trip Date	#	Customer	Due
2015-12-27	Run 40,416		446.57
2015-12-27	Run 40,500		915.00
2015-12-28	Run 40,652		20.00
2015-12-28	Run 40,677		74.67
2015-12-28	Run 40,646		75.00
2015-12-28	Run 40,591		99.06
2015-12-28	Run 40,596		100.00
2015-12-28	Run 40,607		150.00
2015-12-28	Run 40,515		183.75
2015-12-28	Run 40,670		551.26
2015-12-28	Run 40,597		651.00
2015-12-28	Run 40,664		698.13
2015-12-28	Run 40,628		795.00
2015-12-28	Run 40,636		903.00
2015-12-29	Run 40,740		48.31
2015-12-29	Run 40,829		90.77
2015-12-29	Run 40,746		104.29
2015-12-29	Run 40,758		150.00
2015-12-29	Run 40,750		160.00
2015-12-29	Run 40,753		585.00
2015-12-29	Run 40,684		733.00
2015-12-30	Run 40,831		85.58
2015-12-30	Run 40,881		91.64
2015-12-30	Run 40,806		105.00
2015-12-30	Run 40,774		300.00
2015-12-30	Run 40,852		573.00
2015-12-30	Run 40,816		597.00
2015-12-30	Run 40,851		621.00
2015-12-30	Run 40,906		783.00
2015-12-30	Run 40,819		833.00
2015-12-31	Run 40,960		75.00
2015-12-31	Run 40,970		88.73
2015-12-31	Run 40,890		89.75
2015-12-31	Run 40,980		90.77
2015-12-31	Run 40,995		92.22
2015-12-31	Run 40,931		146.25
2015-12-31	Run 40,965		150.00
2015-12-31	Run 40,948		300.00
2015-12-31	Run 40,961		697.00
2015-12-31	Run 40,897		797.00
2015-12-31	Run 40,987		992.00
2016-01-01	Run 41		65.70
2016-01-01	Run 79		80.42
2016-01-01	Run 14		91.06
2016-01-01	Run 35		139.55
2016-01-01	Run 18		150.00
2016-01-01	Run 44		250.00
2016-01-01	Run 64		250.00
2016-01-01	Run 368		250.00
2016-01-01	Run 49		275.00
2016-01-01	Run 99		275.00
2016-01-01	Run 57		275.00
2016-01-01	Run 111		275.00
2016-01-01	Run 8		299.00
2016-01-01	Run 33		300.00
2016-01-01	Run 73		512.75
2016-01-01	Run 7		865.00
2016-01-01	Run 61		903.00
2016-01-01	Run 56		922.00
2016-01-02	Run 142		91.35
2016-01-02	Run 198		91.93

Trip Date	#	Customer	Due
2016-01-02	Run 152		95.69
2016-01-02	Run 109		95.83
2016-01-02	Run 250		107.71
2016-01-02	Run 225		150.00
2016-01-02	Run 137		250.00
2016-01-02	Run 171		585.00
2016-01-02	Run 215		747.00
2016-01-02	Run 180		764.33
2016-01-02	Run 199		833.00
2016-01-02	Run 81		855.00
2016-01-03	Run 319		72.89
2016-01-03	Run 246		102.64
2016-01-03	Run 261		150.00
2016-01-03	Run 333		166.00
2016-01-03	Run 324		275.00
2016-01-03	Run 314		300.00
2016-01-03	Run 318		300.00
2016-01-03	Run 322		647.00
2016-01-03	Run 323		963.00
2016-01-04	Run 403		59.04
2016-01-04	Run 350		85.55
2016-01-04	Run 393		88.02
2016-01-04	Run 374		110.00
2016-01-04	Run 407		250.00
2016-01-04	Run 359		395.62
2016-01-04	Run 396		692.98
2016-01-04	Run 307		885.00
2016-01-05	Run 466		18.30
2016-01-05	Run 467		60.10
2016-01-05	Run 500		72.16
2016-01-05	Run 426		73.47
2016-01-05	Run 468		84.30
2016-01-05	Run 474		88.95
2016-01-05	Run 1,762		95.58
2016-01-05	Run 513		103.07
2016-01-05	Run 508		200.00
2016-01-05	Run 437		250.00
2016-01-05	Run 455		250.00
2016-01-05	Run 527		250.00
2016-01-05	Run 497		250.00
2016-01-05	Run 464		795.00
2016-01-06	Run 563		18.28
2016-01-06	Run 573		79.26
2016-01-06	Run 554		87.29
2016-01-06	Run 537		91.93
2016-01-06	Run 600		95.11
2016-01-06	Run 567		95.98
2016-01-06	Run 546		119.40
2016-01-06	Run 581		150.62
2016-01-06	Run 558		162.48
2016-01-06	Run 526		250.00
2016-01-06	Run 575		250.00
2016-01-06	Run 635		465.47
2016-01-06	Run 570		549.00
2016-01-06	Run 718		549.00
2016-01-06	Run 564		585.00
2016-01-06	Run 621		657.00
2016-01-06	Run 606		733.00
2016-01-06	Run 720		759.00
2016-01-06	Run 542		807.00
2016-01-06	Run 719		817.00

Trip Date	#	Customer	Due
2016-01-06	Run 605		819.00
2016-01-06	Run 555		833.00
2016-01-06	Run 591		833.00
2016-01-06	Run 579		855.00
2016-01-06	Run 525		881.00
2016-01-07	Run 735		11.28
2016-01-07	Run 662		50.03
2016-01-07	Run 715		86.50
2016-01-07	Run 723		92.50
2016-01-07	Run 703		111.47
2016-01-07	Run 699		160.00
2016-01-07	Run 649		275.00
2016-01-07	Run 656		561.00
2016-01-07	Run 624		745.00
2016-01-08	Run 888		85.55
2016-01-08	Run 787		99.74
2016-01-08	Run 803		106.26
2016-01-08	Run 746		113.40
2016-01-08	Run 831		127.80
2016-01-08	Run 822		150.00
2016-01-08	Run 796		225.00
2016-01-08	Run 806		250.00
2016-01-08	Run 805		250.00
2016-01-08	Run 819		250.00
2016-01-08	Run 763		467.40
2016-01-08	Run 857		470.96
2016-01-08	Run 823		609.00
2016-01-08	Run 816		705.00
2016-01-08	Run 812		757.00
2016-01-08	Run 834		759.00
2016-01-08	Run 771		771.00
2016-01-08	Run 862		771.00
2016-01-08	Run 798		795.00
2016-01-08	Run 826		833.00
2016-01-08	Run 770		843.00
2016-01-08	Run 810		939.00
2016-01-08	Run 765		941.00
2016-01-09	Run 947		77.81
2016-01-09	Run 880		100.00
2016-01-09	Run 879		106.03
2016-01-09	Run 951		150.00
2016-01-09	Run 899		160.00
2016-01-09	Run 848		250.00
2016-01-09	Run 901		250.00
2016-01-09	Run 905		250.00
2016-01-09	Run 953		300.00
2016-01-09	Run 948		351.30
2016-01-10	Run 997		159.00
2016-01-10	Run 1,013		250.00
2016-01-10	Run 1,003		471.66
2016-01-10	Run 1,044		549.00
2016-01-10	Run 1,054		573.00
2016-01-10	Run 1,018		597.00
2016-01-10	Run 1,010		609.00
2016-01-10	Run 1,089		621.00
2016-01-10	Run 1,053		697.00
2016-01-10	Run 1,056		733.00
2016-01-10	Run 942		744.00
2016-01-10	Run 1,060		805.00
2016-01-10	Run 1,033		879.00
2016-01-11	Run 1,164		74.63

Trip Date	#	Customer	Due
2016-01-11	Run 1,172		82.44
2016-01-11	Run 1,166		92.43
2016-01-11	Run 1,137		97.43
2016-01-11	Run 1,075		110.00
2016-01-11	Run 1,151		200.00
2016-01-11	Run 1,130		275.00
2016-01-11	Run 1,126		307.62
2016-01-11	Run 1,159		585.00
2016-01-11	Run 1,135		609.00
2016-01-11	Run 1,067		621.00
2016-01-11	Run 1,101		697.00
2016-01-11	Run 1,066		795.00
2016-01-11	Run 1,034		795.00
2016-01-11	Run 1,112		797.00
2016-01-11	Run 1,117		821.00
2016-01-11	Run 1,071		881.00
2016-01-12	Run 1,156		22.16
2016-01-12	Run 1,195		86.63
2016-01-12	Run 1,210		92.57
2016-01-12	Run 1,171		97.14
2016-01-12	Run 1,198		100.00
2016-01-12	Run 1,205		105.17
2016-01-12	Run 1,199		250.00
2016-01-12	Run 1,257		549.00
2016-01-12	Run 1,223		549.00
2016-01-12	Run 1,241		561.00
2016-01-12	Run 1,273		561.00
2016-01-12	Run 1,212		573.00
2016-01-12	Run 1,357		597.00
2016-01-12	Run 1,216		597.00
2016-01-12	Run 1,220		609.00
2016-01-12	Run 1,154		609.00
2016-01-12	Run 1,288		645.00
2016-01-12	Run 1,184		759.00
2016-01-12	Run 1,193		795.00
2016-01-12	Run 1,180		795.00
2016-01-12	Run 1,356		807.00
2016-01-12	Run 1,253		831.00
2016-01-12	Run 1,272		845.00
2016-01-12	Run 1,226		872.38
2016-01-12	Run 1,242		891.00
2016-01-12	Run 1,170		970.00
2016-01-13	Run 1,336		58.07
2016-01-13	Run 1,351		62.03
2016-01-13	Run 1,315		78.08
2016-01-13	Run 1,319		89.61
2016-01-13	Run 1,335		91.49
2016-01-13	Run 1,309		114.60
2016-01-13	Run 1,308		165.80
2016-01-13	Run 1,303		211.50
2016-01-13	Run 1,298		225.00
2016-01-13	Run 1,407		250.00
2016-01-13	Run 1,389		250.00
2016-01-13	Run 1,384		300.00
2016-01-13	Run 1,301		300.00
2016-01-13	Run 1,408		549.00
2016-01-13	Run 1,353		609.00
2016-01-13	Run 1,343		645.00
2016-01-13	Run 1,394		681.00
2016-01-13	Run 1,326		709.00
2016-01-13	Run 1,306		721.00

Trip Date	#	Customer	Due
2016-01-13	Run 1,368		759.00
2016-01-13	Run 1,519		809.00
2016-01-13	Run 1,350		829.00
2016-01-13	Run 1,345		833.00
2016-01-13	Run 1,284		843.00
2016-01-13	Run 1,404		855.00
2016-01-13	Run 1,302		867.00
2016-01-13	Run 1,324		869.00
2016-01-13	Run 1,316		927.00
2016-01-13	Run 1,300		982.00
2016-01-14	Run 1,380		94.39
2016-01-14	Run 1,427		94.46
2016-01-14	Run 1,478		159.40
2016-01-14	Run 1,426		240.00
2016-01-14	Run 1,461		250.00
2016-01-14	Run 1,444		250.00
2016-01-14	Run 1,497		250.00
2016-01-14	Run 1,445		250.00
2016-01-14	Run 1,460		250.00
2016-01-14	Run 1,442		275.00
2016-01-14	Run 1,516		297.29
2016-01-14	Run 1,467		300.00
2016-01-14	Run 1,515		537.00
2016-01-14	Run 1,451		771.00
2016-01-14	Run 1,459		777.00
2016-01-14	Run 1,466		783.00
2016-01-14	Run 1,517		795.00
2016-01-14	Run 1,382		805.00
2016-01-14	Run 1,475		881.00
2016-01-14	Run 1,361		1,025.00
2016-01-14	Run 1,502		1,047.00
2016-01-15	Run 1,580		10.00
2016-01-15	Run 1,613		56.67
2016-01-15	Run 1,540		85.04
2016-01-15	Run 1,603		91.20
2016-01-15	Run 1,554		106.26
2016-01-15	Run 1,573		130.84
2016-01-15	Run 1,570		147.64
2016-01-15	Run 1,579		150.00
2016-01-15	Run 1,615		160.00
2016-01-15	Run 1,620		200.00
2016-01-15	Run 1,596		222.00
2016-01-15	Run 1,532		250.00
2016-01-15	Run 1,621		250.00
2016-01-15	Run 1,646		537.00
2016-01-15	Run 1,503		537.00
2016-01-15	Run 1,555		573.00
2016-01-15	Run 1,505		573.00
2016-01-15	Run 1,586		597.00
2016-01-15	Run 1,500		623.00
2016-01-15	Run 1,499		623.00
2016-01-15	Run 1,509		709.00
2016-01-15	Run 1,539		717.00
2016-01-15	Run 1,584		747.00
2016-01-15	Run 1,619		757.00
2016-01-15	Run 1,547		771.00
2016-01-15	Run 1,614		783.00
2016-01-15	Run 1,562		783.00
2016-01-15	Run 1,577		783.00
2016-01-15	Run 1,553		788.95
2016-01-15	Run 1,507		807.00

Trip Date	#	Customer	Due
2016-01-15	Run 1,628		897.72
2016-01-16	Run 1,736		84.32
2016-01-16	Run 1,698		89.75
2016-01-16	Run 1,622		90.48
2016-01-16	Run 1,700		94.31
2016-01-16	Run 1,717		96.41
2016-01-16	Run 1,726		149.00
2016-01-16	Run 1,674		150.00
2016-01-16	Run 1,692		160.00
2016-01-16	Run 1,673		224.07
2016-01-16	Run 1,859		225.00
2016-01-16	Run 1,676		235.65
2016-01-16	Run 1,683		250.00
2016-01-16	Run 1,720		253.88
2016-01-16	Run 1,665		275.00
2016-01-16	Run 1,672		300.00
2016-01-16	Run 1,661		300.00
2016-01-16	Run 1,713		362.29
2016-01-16	Run 1,666		542.45
2016-01-16	Run 1,680		549.00
2016-01-16	Run 1,860		597.00
2016-01-16	Run 1,655		621.00
2016-01-16	Run 1,640		694.53
2016-01-16	Run 1,695		759.00
2016-01-16	Run 1,724		783.00
2016-01-16	Run 1,728		783.00
2016-01-16	Run 1,712		795.00
2016-01-16	Run 1,694		807.00
2016-01-16	Run 1,716		821.00
2016-01-16	Run 1,651		833.00
2016-01-17	Run 1,864		62.51
2016-01-17	Run 1,854		79.88
2016-01-17	Run 1,733		83.88
2016-01-17	Run 1,775		100.00
2016-01-17	Run 1,870		150.00
2016-01-17	Run 1,782		150.00
2016-01-17	Run 1,778		171.00
2016-01-17	Run 1,760		200.00
2016-01-17	Run 1,744		250.00
2016-01-17	Run 1,809		250.00
2016-01-17	Run 1,747		250.00
2016-01-17	Run 1,863		250.00
2016-01-17	Run 1,793		275.00
2016-01-17	Run 1,774		300.00
2016-01-17	Run 1,806		300.00
2016-01-17	Run 1,827		549.00
2016-01-17	Run 1,787		597.00
2016-01-17	Run 1,845		609.00
2016-01-17	Run 1,834		609.00
2016-01-17	Run 1,789		621.00
2016-01-17	Run 1,757		633.00
2016-01-17	Run 1,748		681.00
2016-01-17	Run 1,805		747.00
2016-01-17	Run 1,847		771.00
2016-01-17	Run 1,882		833.00
2016-01-17	Run 1,785		855.00
2016-01-17	Run 1,719		881.00
2016-01-17	Run 1,780		905.00
2016-01-17	Run 1,856		939.00
2016-01-18	Run 1,928		60.90
2016-01-18	Run 1,889		83.88

Trip Date	#	Customer	Due
2016-01-18	Run 1,933		84.03
2016-01-18	Run 2,097		85.48
2016-01-18	Run 1,897		91.70
2016-01-18	Run 1,916		91.85
2016-01-18	Run 1,969		101.98
2016-01-18	Run 1,868		250.00
2016-01-18	Run 1,896		250.00
2016-01-18	Run 1,909		250.00
2016-01-18	Run 1,912		275.00
2016-01-18	Run 1,978		434.90
2016-01-18	Run 1,844		523.00
2016-01-18	Run 1,941		561.00
2016-01-18	Run 1,924		597.00
2016-01-18	Run 1,848		609.00
2016-01-18	Run 1,958		621.00
2016-01-18	Run 1,842		621.00
2016-01-18	Run 1,831		621.00
2016-01-18	Run 1,930		637.00
2016-01-18	Run 1,923		645.00
2016-01-18	Run 1,910		657.00
2016-01-18	Run 1,931		685.00
2016-01-18	Run 1,884		719.04
2016-01-18	Run 1,836		721.00
2016-01-18	Run 1,867		757.00
2016-01-18	Run 1,895		771.00
2016-01-18	Run 1,959		819.00
2016-01-18	Run 1,955		821.00
2016-01-18	Run 1,907		831.00
2016-01-18	Run 1,946		845.00
2016-01-18	Run 1,893		855.00
2016-01-19	Run 1,985		89.30
2016-01-19	Run 2,087		91.27
2016-01-19	Run 2,044		121.80
2016-01-19	Run 2,085		200.00
2016-01-19	Run 2,038		217.75
2016-01-19	Run 2,053		225.00
2016-01-19	Run 2,088		250.00
2016-01-19	Run 2,045		250.00
2016-01-19	Run 2,033		255.80
2016-01-19	Run 2,056		300.00
2016-01-19	Run 1,994		537.00
2016-01-19	Run 2,012		549.00
2016-01-19	Run 1,986		585.00
2016-01-19	Run 1,970		684.00
2016-01-19	Run 2,009		713.38
2016-01-19	Run 2,004		845.00
2016-01-19	Run 1,979		958.00
2016-01-19	Run 2,054		987.00
2016-01-19	Run 1,990		999.00
2016-01-20	Run 2,165		68.07
2016-01-20	Run 2,158		88.81
2016-01-20	Run 2,166		98.51
2016-01-20	Run 2,070		100.00
2016-01-20	Run 2,152		104.01
2016-01-20	Run 2,151		104.01
2016-01-20	Run 2,680		121.80
2016-01-20	Run 2,155		136.20
2016-01-20	Run 2,100		150.00
2016-01-20	Run 2,133		150.00
2016-01-20	Run 2,140		169.80
2016-01-20	Run 2,119		189.12

Trip Date	#	Customer	Due
2016-01-20	Run 2,141		225.00
2016-01-20	Run 2,103		250.00
2016-01-20	Run 2,183		250.00
2016-01-20	Run 2,089		250.00
2016-01-20	Run 2,138		250.00
2016-01-20	Run 2,128		300.00
2016-01-20	Run 2,132		352.50
2016-01-20	Run 2,129		474.76
2016-01-20	Run 2,173		537.00
2016-01-20	Run 2,154		549.00
2016-01-20	Run 2,143		549.00
2016-01-20	Run 2,149		573.00
2016-01-20	Run 2,185		633.00
2016-01-20	Run 2,116		645.00
2016-01-20	Run 2,091		673.94
2016-01-20	Run 2,179		709.00
2016-01-20	Run 2,147		726.30
2016-01-20	Run 2,188		733.00
2016-01-20	Run 2,126		747.00
2016-01-20	Run 2,150		759.00
2016-01-20	Run 2,178		807.00
2016-01-20	Run 2,182		831.00
2016-01-20	Run 2,071		869.00
2016-01-21	Run 2,240		86.49
2016-01-21	Run 2,213		97.21
2016-01-21	Run 2,247		100.00
2016-01-21	Run 2,221		101.69
2016-01-21	Run 2,230		108.20
2016-01-21	Run 2,224		109.22
2016-01-21	Run 2,237		119.40
2016-01-21	Run 2,249		150.00
2016-01-21	Run 2,269		152.24
2016-01-21	Run 2,275		216.21
2016-01-21	Run 2,244		275.00
2016-01-21	Run 2,233		451.31
2016-01-21	Run 2,263		585.00
2016-01-21	Run 2,302		585.00
2016-01-21	Run 2,270		628.70
2016-01-21	Run 2,272		783.00
2016-01-21	Run 2,226		795.00
2016-01-21	Run 2,223		795.00
2016-01-21	Run 7,224		809.00
2016-01-21	Run 2,259		867.00
2016-01-21	Run 2,202		881.00
2016-01-21	Run 2,204		893.00
2016-01-21	Run 2,258		934.00
2016-01-22	Run 2,265		45.29
2016-01-22	Run 2,384		71.19
2016-01-22	Run 2,402		75.10
2016-01-22	Run 2,305		85.91
2016-01-22	Run 2,334		91.70
2016-01-22	Run 2,323		109.80
2016-01-22	Run 2,388		114.73
2016-01-22	Run 2,308		132.43
2016-01-22	Run 2,365		150.00
2016-01-22	Run 2,318		150.00
2016-01-22	Run 2,371		150.00
2016-01-22	Run 2,399		197.40
2016-01-22	Run 2,401		216.75
2016-01-22	Run 2,373		250.00
2016-01-22	Run 2,364		300.00

Trip Date	#	Customer	Due
2016-01-22	Run 2,385		451.06
2016-01-22	Run 2,336		561.00
2016-01-22	Run 2,349		573.00
2016-01-22	Run 2,333		573.00
2016-01-22	Run 2,283		597.00
2016-01-22	Run 2,303		609.00
2016-01-22	Run 2,337		697.00
2016-01-22	Run 2,267		721.00
2016-01-22	Run 2,338		747.00
2016-01-22	Run 2,304		753.00
2016-01-22	Run 2,335		813.00
2016-01-22	Run 2,359		819.00
2016-01-23	Run 2,389		72.64
2016-01-23	Run 2,489		83.88
2016-01-23	Run 2,392		84.61
2016-01-23	Run 2,480		84.90
2016-01-23	Run 2,495		95.32
2016-01-23	Run 2,424		107.57
2016-01-23	Run 2,453		145.64
2016-01-23	Run 2,434		150.00
2016-01-23	Run 2,487		171.00
2016-01-23	Run 2,416		250.00
2016-01-23	Run 2,430		250.00
2016-01-23	Run 2,503		250.00
2016-01-23	Run 2,441		275.00
2016-01-23	Run 2,449		300.00
2016-01-23	Run 2,447		537.00
2016-01-23	Run 2,485		549.00
2016-01-23	Run 2,406		561.00
2016-01-23	Run 2,428		597.00
2016-01-23	Run 2,410		621.00
2016-01-23	Run 2,463		623.00
2016-01-23	Run 2,419		645.00
2016-01-23	Run 2,496		795.00
2016-01-23	Run 2,427		819.00
2016-01-23	Run 2,448		913.00
2016-01-23	Run 2,456		939.00
2016-01-24	Run 2,519		80.46
2016-01-24	Run 2,581		84.86
2016-01-24	Run 2,567		89.68
2016-01-24	Run 2,565		90.98
2016-01-24	Run 2,504		115.26
2016-01-24	Run 2,516		150.00
2016-01-24	Run 2,579		150.00
2016-01-24	Run 2,563		200.00
2016-01-24	Run 2,562		225.00
2016-01-24	Run 2,540		250.00
2016-01-24	Run 2,520		250.00
2016-01-24	Run 2,514		250.00
2016-01-24	Run 2,558		262.62
2016-01-24	Run 2,580		275.00
2016-01-24	Run 2,575		300.00
2016-01-24	Run 2,550		300.00
2016-01-24	Run 2,477		537.00
2016-01-24	Run 2,506		549.00
2016-01-24	Run 2,517		561.00
2016-01-24	Run 2,569		597.00
2016-01-24	Run 2,543		603.00
2016-01-24	Run 2,472		621.00
2016-01-24	Run 2,566		733.00
2016-01-24	Run 2,586		747.00

Trip Date	#	Customer	Due
2016-01-24	Run 2,542		807.00
2016-01-25	Run 2,642		20.00
2016-01-25	Run 2,706		79.01
2016-01-25	Run 2,618		93.30
2016-01-25	Run 2,646		97.64
2016-01-25	Run 2,676		99.38
2016-01-25	Run 2,613		100.00
2016-01-25	Run 2,669		100.00
2016-01-25	Run 2,798		101.98
2016-01-25	Run 2,708		103.67
2016-01-25	Run 2,675		119.40
2016-01-25	Run 2,664		150.00
2016-01-25	Run 2,710		150.00
2016-01-25	Run 2,655		150.00
2016-01-25	Run 2,634		175.53
2016-01-25	Run 2,799		190.00
2016-01-25	Run 2,656		225.00
2016-01-25	Run 2,651		250.00
2016-01-25	Run 2,622		275.00
2016-01-25	Run 2,659		464.73
2016-01-25	Run 2,591		523.00
2016-01-25	Run 2,636		549.00
2016-01-25	Run 2,577		549.00
2016-01-25	Run 2,632		573.00
2016-01-25	Run 2,606		621.00
2016-01-25	Run 2,633		649.00
2016-01-25	Run 2,597		709.00
2016-01-25	Run 4,376		733.00
2016-01-25	Run 2,653		747.00
2016-01-25	Run 2,631		771.00
2016-01-25	Run 2,705		771.00
2016-01-25	Run 2,709		781.00
2016-01-25	Run 2,611		807.00
2016-01-25	Run 2,688		824.78
2016-01-25	Run 2,684		833.00
2016-01-25	Run 2,797		845.00
2016-01-26	Run 2,738		57.10
2016-01-26	Run 2,847		59.90
2016-01-26	Run 2,764		75.10
2016-01-26	Run 2,839		150.00
2016-01-26	Run 2,782		150.00
2016-01-26	Run 2,765		150.00
2016-01-26	Run 2,702		150.00
2016-01-26	Run 2,808		150.00
2016-01-26	Run 2,776		250.00
2016-01-26	Run 2,767		275.00
2016-01-26	Run 2,821		300.00
2016-01-26	Run 2,747		342.98
2016-01-26	Run 2,769		465.57
2016-01-26	Run 2,792		531.40
2016-01-26	Run 2,781		549.00
2016-01-26	Run 2,758		549.00
2016-01-26	Run 2,691		549.00
2016-01-26	Run 2,837		609.00
2016-01-26	Run 2,720		693.00
2016-01-26	Run 2,743		705.00
2016-01-26	Run 2,861		745.00
2016-01-26	Run 2,737		745.00
2016-01-26	Run 2,784		747.00
2016-01-26	Run 2,785		759.00
2016-01-26	Run 2,834		771.00

Trip Date	#	Customer	Due
2016-01-26	Run 2,794		795.00
2016-01-26	Run 2,736		807.00
2016-01-26	Run 2,729		831.00
2016-01-26	Run 2,725		831.00
2016-01-26	Run 2,755		843.00
2016-01-26	Run 2,806		869.00
2016-01-26	Run 2,727		953.00
2016-01-26	Run 2,793		1,033.00
2016-01-27	Run 2,884		22.11
2016-01-27	Run 2,921		57.01
2016-01-27	Run 2,850		81.18
2016-01-27	Run 2,975		82.05
2016-01-27	Run 2,971		94.16
2016-01-27	Run 2,873		104.03
2016-01-27	Run 2,902		113.28
2016-01-27	Run 2,872		113.51
2016-01-27	Run 2,963		150.00
2016-01-27	Run 2,950		150.00
2016-01-27	Run 2,968		150.00
2016-01-27	Run 2,887		159.00
2016-01-27	Run 2,870		250.00
2016-01-27	Run 2,820		250.00
2016-01-27	Run 2,910		250.00
2016-01-27	Run 2,930		250.00
2016-01-27	Run 2,939		275.00
2016-01-27	Run 2,925		275.00
2016-01-27	Run 2,951		549.00
2016-01-27	Run 2,972		573.00
2016-01-27	Run 2,845		573.00
2016-01-27	Run 2,937		609.00
2016-01-27	Run 2,913		697.00
2016-01-27	Run 2,878		733.00
2016-01-27	Run 2,819		741.00
2016-01-27	Run 2,844		747.00
2016-01-27	Run 2,976		759.00
2016-01-27	Run 2,894		807.00
2016-01-27	Run 2,842		833.00
2016-01-27	Run 2,869		841.00
2016-01-27	Run 2,885		845.00
2016-01-27	Run 2,905		845.00
2016-01-27	Run 2,967		893.00
2016-01-28	Run 3,068		73.51
2016-01-28	Run 3,026		82.05
2016-01-28	Run 2,986		87.79
2016-01-28	Run 3,064		91.12
2016-01-28	Run 3,018		91.99
2016-01-28	Run 2,987		93.88
2016-01-28	Run 3,031		110.00
2016-01-28	Run 3,039		112.20
2016-01-28	Run 3,071		150.00
2016-01-28	Run 2,999		150.00
2016-01-28	Run 3,043		150.00
2016-01-28	Run 3,013		151.40
2016-01-28	Run 3,059		160.00
2016-01-28	Run 3,055		225.00
2016-01-28	Run 3,011		225.00
2016-01-28	Run 3,032		244.36
2016-01-28	Run 3,015		250.00
2016-01-28	Run 3,035		250.00
2016-01-28	Run 3,003		250.00
2016-01-28	Run 3,062		549.00

Trip Date	#	Customer	Due
2016-01-28	Run 2,981		573.00
2016-01-28	Run 3,063		637.00
2016-01-28	Run 3,041		645.00
2016-01-28	Run 3,040		657.00
2016-01-28	Run 3,017		657.00
2016-01-28	Run 3,044		721.00
2016-01-28	Run 3,081		819.00
2016-01-28	Run 3,054		821.00
2016-01-28	Run 3,052		845.00
2016-01-28	Run 3,014		881.00
2016-01-28	Run 2,988		891.00
2016-01-29	Run 3,113		20.00
2016-01-29	Run 3,194		20.00
2016-01-29	Run 3,151		53.82
2016-01-29	Run 3,112		83.88
2016-01-29	Run 3,060		86.06
2016-01-29	Run 3,125		86.35
2016-01-29	Run 3,143		92.57
2016-01-29	Run 3,133		97.06
2016-01-29	Run 3,135		150.00
2016-01-29	Run 3,088		200.00
2016-01-29	Run 3,161		225.00
2016-01-29	Run 3,120		250.00
2016-01-29	Run 3,130		374.55
2016-01-29	Run 3,097		454.12
2016-01-29	Run 3,091		561.00
2016-01-29	Run 3,162		561.00
2016-01-29	Run 3,087		573.00
2016-01-29	Run 3,115		573.00
2016-01-29	Run 3,138		693.46
2016-01-29	Run 3,137		747.00
2016-01-29	Run 3,139		747.00
2016-01-29	Run 3,155		807.00
2016-01-29	Run 3,124		987.00
2016-01-30	Run 3,266		90.40
2016-01-30	Run 3,366		95.03
2016-01-30	Run 3,235		100.00
2016-01-30	Run 3,351		109.80
2016-01-30	Run 3,267		131.40
2016-01-30	Run 3,256		150.00
2016-01-30	Run 3,233		200.00
2016-01-30	Run 3,211		250.00
2016-01-30	Run 3,176		250.00
2016-01-30	Run 3,349		250.00
2016-01-30	Run 3,210		275.00
2016-01-30	Run 3,248		300.00
2016-01-30	Run 3,189		501.42
2016-01-30	Run 3,222		535.07
2016-01-30	Run 3,244		537.00
2016-01-30	Run 3,300		549.00
2016-01-30	Run 3,182		549.00
2016-01-30	Run 3,174		573.00
2016-01-30	Run 3,350		585.00
2016-01-30	Run 3,262		633.00
2016-01-30	Run 3,295		637.00
2016-01-30	Run 3,183		745.00
2016-01-30	Run 3,239		783.00
2016-01-30	Run 3,188		809.00
2016-01-30	Run 3,260		809.00
2016-01-30	Run 3,218		831.00
2016-01-30	Run 3,277		833.00

Trip Date	#	Customer	Due
2016-01-30	Run 3,238		845.00
2016-01-30	Run 3,274		905.00
2016-01-30	Run 3,166		999.00
2016-01-31	Run 3,336		87.07
2016-01-31	Run 3,291		88.81
2016-01-31	Run 3,307		90.11
2016-01-31	Run 3,345		90.54
2016-01-31	Run 3,338		91.99
2016-01-31	Run 3,343		106.47
2016-01-31	Run 3,279		116.79
2016-01-31	Run 6,670		119.40
2016-01-31	Run 3,374		169.80
2016-01-31	Run 3,377		250.00
2016-01-31	Run 3,389		250.00
2016-01-31	Run 3,437		250.00
2016-01-31	Run 3,286		250.00
2016-01-31	Run 3,392		250.00
2016-01-31	Run 3,388		250.00
2016-01-31	Run 3,340		275.00
2016-01-31	Run 3,378		549.00
2016-01-31	Run 3,334		549.00
2016-01-31	Run 3,333		549.00
2016-01-31	Run 3,344		561.00
2016-01-31	Run 3,394		585.00
2016-01-31	Run 3,365		591.00
2016-01-31	Run 3,348		747.00
2016-01-31	Run 3,329		748.18
2016-01-31	Run 3,299		759.00
2016-01-31	Run 3,318		771.00
2016-01-31	Run 3,357		833.00
2016-01-31	Run 3,354		857.00
2016-01-31	Run 3,353		869.00
2016-01-31	Run 5,068		881.00
2016-02-01	Run 3,459		95.03
2016-02-01	Run 3,432		150.00
2016-02-01	Run 3,551		150.00
2016-02-01	Run 3,390		150.00
2016-02-01	Run 3,454		200.00
2016-02-01	Run 3,407		250.00
2016-02-01	Run 3,488		250.00
2016-02-01	Run 3,452		250.00
2016-02-01	Run 3,522		275.00
2016-02-01	Run 3,502		275.00
2016-02-01	Run 3,450		282.05
2016-02-01	Run 3,468		300.00
2016-02-01	Run 3,492		306.60
2016-02-01	Run 3,473		323.94
2016-02-01	Run 3,470		341.37
2016-02-01	Run 3,808		393.66
2016-02-01	Run 3,507		414.73
2016-02-01	Run 3,415		573.00
2016-02-01	Run 3,495		573.00
2016-02-01	Run 3,441		573.00
2016-02-01	Run 3,445		621.00
2016-02-01	Run 3,422		644.60
2016-02-01	Run 3,809		735.00
2016-02-01	Run 3,446		771.00
2016-02-01	Run 7,223		783.00
2016-02-01	Run 3,477		795.00
2016-02-01	Run 3,426		843.00
2016-02-01	Run 3,431		4,807.00

Trip Date	#	Customer	Due
2016-02-02	Run 3,578		84.61
2016-02-02	Run 3,506		90.11
2016-02-02	Run 3,540		91.55
2016-02-02	Run 3,582		97.06
2016-02-02	Run 3,588		99.81
2016-02-02	Run 3,552		100.00
2016-02-02	Run 3,621		100.00
2016-02-02	Run 3,600		110.00
2016-02-02	Run 3,590		119.40
2016-02-02	Run 3,618		123.63
2016-02-02	Run 3,591		150.00
2016-02-02	Run 3,530		150.00
2016-02-02	Run 3,565		150.00
2016-02-02	Run 3,581		208.77
2016-02-02	Run 3,585		217.12
2016-02-02	Run 3,515		250.00
2016-02-02	Run 3,567		250.00
2016-02-02	Run 3,562		250.00
2016-02-02	Run 3,527		250.00
2016-02-02	Run 3,539		250.00
2016-02-02	Run 3,623		250.00
2016-02-02	Run 4,282		250.00
2016-02-02	Run 3,545		250.00
2016-02-02	Run 3,541		250.00
2016-02-02	Run 3,622		300.00
2016-02-02	Run 3,593		561.00
2016-02-02	Run 3,594		573.00
2016-02-02	Run 3,576		609.00
2016-02-02	Run 3,501		615.00
2016-02-02	Run 3,503		615.00
2016-02-02	Run 3,517		697.00
2016-02-02	Run 3,604		759.00
2016-02-02	Run 3,575		809.00
2016-02-02	Run 3,546		809.00
2016-02-02	Run 3,544		869.00
2016-02-02	Run 3,525		881.00
2016-02-02	Run 3,589		891.00
2016-02-02	Run 3,628		905.00
2016-02-02	Run 3,572		927.00
2016-02-02	Run 3,592		953.00
2016-02-02	Run 3,598		1,025.00
2016-02-03	Run 3,727		73.07
2016-02-03	Run 3,671		85.30
2016-02-03	Run 3,643		93.44
2016-02-03	Run 3,627		150.00
2016-02-03	Run 3,637		250.00
2016-02-03	Run 3,689		250.00
2016-02-03	Run 3,680		275.00
2016-02-03	Run 3,665		300.00
2016-02-03	Run 3,690		300.00
2016-02-03	Run 3,667		537.00
2016-02-03	Run 3,652		573.00
2016-02-03	Run 3,636		597.00
2016-02-03	Run 3,674		621.00
2016-02-03	Run 3,673		633.00
2016-02-03	Run 3,709		709.00
2016-02-03	Run 3,670		759.00
2016-02-03	Run 3,700		759.00
2016-02-03	Run 3,626		789.00
2016-02-03	Run 3,732		797.00
2016-02-03	Run 3,649		819.00

Trip Date	#	Customer	Due
2016-02-03	Run 3,641		825.00
2016-02-03	Run 3,679		855.00
2016-02-03	Run 3,718		987.00
2016-02-03	Run 3,725		1,033.00
2016-02-04	Run 3,794		42.77
2016-02-04	Run 3,951		84.51
2016-02-04	Run 3,723		88.23
2016-02-04	Run 3,953		92.57
2016-02-04	Run 3,818		95.32
2016-02-04	Run 3,790		123.41
2016-02-04	Run 3,838		150.00
2016-02-04	Run 3,742		200.00
2016-02-04	Run 3,770		200.00
2016-02-04	Run 3,767		215.04
2016-02-04	Run 3,748		250.00
2016-02-04	Run 3,751		250.00
2016-02-04	Run 3,850		250.00
2016-02-04	Run 3,741		275.00
2016-02-04	Run 3,797		300.00
2016-02-04	Run 3,764		307.62
2016-02-04	Run 3,788		314.55
2016-02-04	Run 3,777		489.58
2016-02-04	Run 3,765		537.00
2016-02-04	Run 3,746		585.00
2016-02-04	Run 3,815		597.00
2016-02-04	Run 3,827		645.00
2016-02-04	Run 3,833		693.00
2016-02-04	Run 3,734		733.00
2016-02-04	Run 3,772		747.00
2016-02-04	Run 3,710		753.00
2016-02-04	Run 3,743		757.00
2016-02-04	Run 3,813		759.00
2016-02-04	Run 3,775		771.00
2016-02-04	Run 3,824		795.00
2016-02-04	Run 3,845		941.00
2016-02-05	Run 3,915		57.01
2016-02-05	Run 3,851		90.54
2016-02-05	Run 3,858		91.85
2016-02-05	Run 3,931		94.31
2016-02-05	Run 3,901		95.76
2016-02-05	Run 3,883		150.00
2016-02-05	Run 3,828		200.00
2016-02-05	Run 3,887		250.00
2016-02-05	Run 3,920		250.00
2016-02-05	Run 3,880		275.00
2016-02-05	Run 3,924		537.00
2016-02-05	Run 3,937		546.60
2016-02-05	Run 3,938		549.00
2016-02-05	Run 3,905		549.00
2016-02-05	Run 3,900		573.00
2016-02-05	Run 3,923		585.00
2016-02-05	Run 3,840		597.00
2016-02-05	Run 3,843		628.22
2016-02-05	Run 3,916		633.00
2016-02-05	Run 3,890		669.00
2016-02-05	Run 3,903		747.00
2016-02-05	Run 3,839		769.00
2016-02-05	Run 3,927		797.00
2016-02-05	Run 3,910		797.00
2016-02-05	Run 3,917		809.00
2016-02-05	Run 3,940		819.00

Trip Date	#	Customer	Due
2016-02-05	Run 3,899		831.00
2016-02-05	Run 3,918		833.00
2016-02-05	Run 3,929		845.00
2016-02-05	Run 3,889		855.00
2016-02-06	Run 3,985		84.32
2016-02-06	Run 3,978		96.63
2016-02-06	Run 4,055		100.00
2016-02-06	Run 3,992		116.62
2016-02-06	Run 3,998		225.00
2016-02-06	Run 3,963		250.00
2016-02-06	Run 4,008		250.00
2016-02-06	Run 4,035		537.00
2016-02-06	Run 3,946		573.00
2016-02-06	Run 4,026		587.39
2016-02-06	Run 4,017		591.00
2016-02-06	Run 4,019		591.00
2016-02-06	Run 4,002		697.00
2016-02-06	Run 3,936		759.00
2016-02-06	Run 3,961		759.00
2016-02-06	Run 3,997		771.00
2016-02-06	Run 4,016		797.00
2016-02-07	Run 4,112		97.48
2016-02-07	Run 4,079		100.00
2016-02-07	Run 4,124		102.88
2016-02-07	Run 4,130		130.80
2016-02-07	Run 4,154		150.00
2016-02-07	Run 4,110		150.00
2016-02-07	Run 4,058		250.00
2016-02-07	Run 4,157		537.00
2016-02-07	Run 4,149		621.00
2016-02-07	Run 4,142		623.00
2016-02-07	Run 4,153		645.00
2016-02-07	Run 7,221		657.00
2016-02-07	Run 4,093		697.00
2016-02-07	Run 4,072		709.00
2016-02-07	Run 4,043		721.00
2016-02-07	Run 4,106		769.00
2016-02-07	Run 4,145		771.00
2016-02-07	Run 4,081		795.00
2016-02-07	Run 4,158		819.00
2016-02-07	Run 4,120		833.00
2016-02-07	Run 4,090		845.00
2016-02-07	Run 4,099		855.00
2016-02-07	Run 4,123		881.00
2016-02-07	Run 4,118		905.00
2016-02-07	Run 4,103		977.00
2016-02-08	Run 4,200		87.36
2016-02-08	Run 4,215		87.50
2016-02-08	Run 4,243		88.52
2016-02-08	Run 4,232		90.98
2016-02-08	Run 4,164		100.00
2016-02-08	Run 4,168		130.20
2016-02-08	Run 4,268		158.60
2016-02-08	Run 4,300		197.00
2016-02-08	Run 4,188		250.00
2016-02-08	Run 4,183		275.00
2016-02-08	Run 4,225		275.00
2016-02-08	Run 4,366		275.00
2016-02-08	Run 4,253		300.00
2016-02-08	Run 4,264		354.20
2016-02-08	Run 4,299		585.00

Trip Date	#	Customer	Due
2016-02-08	Run 4,138		585.00
2016-02-08	Run 4,185		609.00
2016-02-08	Run 4,175		621.00
2016-02-08	Run 4,231		621.00
2016-02-08	Run 4,262		759.00
2016-02-08	Run 4,181		759.00
2016-02-08	Run 4,167		785.82
2016-02-08	Run 4,190		809.00
2016-02-08	Run 4,237		833.00
2016-02-08	Run 4,285		845.00
2016-02-08	Run 4,241		855.00
2016-02-08	Run 4,150		877.00
2016-02-09	Run 4,338		56.86
2016-02-09	Run 4,307		59.04
2016-02-09	Run 4,296		73.65
2016-02-09	Run 4,311		76.69
2016-02-09	Run 4,371		86.64
2016-02-09	Run 4,346		91.93
2016-02-09	Run 4,302		150.00
2016-02-09	Run 4,288		250.00
2016-02-09	Run 4,309		495.80
2016-02-09	Run 4,280		561.00
2016-02-09	Run 4,255		585.00
2016-02-09	Run 4,301		585.00
2016-02-09	Run 4,258		597.00
2016-02-09	Run 4,310		641.42
2016-02-09	Run 4,348		659.00
2016-02-09	Run 4,367		661.00
2016-02-09	Run 4,315		681.00
2016-02-09	Run 4,317		733.00
2016-02-09	Run 4,248		742.98
2016-02-09	Run 4,293		771.00
2016-02-09	Run 4,352		797.00
2016-02-09	Run 4,328		819.00
2016-02-09	Run 4,319		831.00
2016-02-09	Run 4,250		843.00
2016-02-09	Run 4,316		869.00
2016-02-09	Run 4,336		874.00
2016-02-10	Run 4,449		87.21
2016-02-10	Run 4,452		90.54
2016-02-10	Run 4,395		91.46
2016-02-10	Run 4,404		92.97
2016-02-10	Run 4,476		94.45
2016-02-10	Run 4,403		96.63
2016-02-10	Run 4,433		109.80
2016-02-10	Run 4,409		150.00
2016-02-10	Run 4,419		250.00
2016-02-10	Run 4,408		250.00
2016-02-10	Run 4,445		250.00
2016-02-10	Run 4,422		411.66
2016-02-10	Run 4,378		492.56
2016-02-10	Run 4,375		609.00
2016-02-10	Run 4,407		771.00
2016-02-10	Run 4,386		783.00
2016-02-11	Run 4,568		20.00
2016-02-11	Run 4,532		81.76
2016-02-11	Run 4,503		83.88
2016-02-11	Run 4,486		88.23
2016-02-11	Run 4,569		89.68
2016-02-11	Run 4,566		91.17
2016-02-11	Run 4,526		92.14

Trip Date	#	Customer	Due
2016-02-11	Run 4,496		92.28
2016-02-11	Run 4,497		100.00
2016-02-11	Run 4,545		100.00
2016-02-11	Run 4,567		108.66
2016-02-11	Run 4,535		150.00
2016-02-11	Run 4,573		150.00
2016-02-11	Run 4,490		150.00
2016-02-11	Run 4,523		150.00
2016-02-11	Run 4,584		150.00
2016-02-11	Run 4,537		250.00
2016-02-11	Run 4,483		250.00
2016-02-11	Run 4,494		250.00
2016-02-11	Run 4,531		250.00
2016-02-11	Run 4,541		275.00
2016-02-11	Run 4,450		537.00
2016-02-11	Run 4,533		573.00
2016-02-11	Run 4,583		633.00
2016-02-11	Run 4,489		697.00
2016-02-11	Run 4,455		721.00
2016-02-11	Run 4,473		723.00
2016-02-11	Run 4,564		783.00
2016-02-11	Run 4,495		795.00
2016-02-11	Run 4,480		795.00
2016-02-11	Run 4,563		809.00
2016-02-11	Run 4,549		819.00
2016-02-11	Run 4,465		881.00
2016-02-11	Run 4,562		905.00
2016-02-12	Run 4,734		75.90
2016-02-12	Run 4,664		83.88
2016-02-12	Run 4,714		97.21
2016-02-12	Run 4,620		150.00
2016-02-12	Run 4,644		150.00
2016-02-12	Run 4,721		166.75
2016-02-12	Run 4,724		166.75
2016-02-12	Run 4,682		166.75
2016-02-12	Run 4,722		166.75
2016-02-12	Run 4,652		225.00
2016-02-12	Run 4,611		250.00
2016-02-12	Run 4,706		250.00
2016-02-12	Run 4,735		275.00
2016-02-12	Run 4,597		410.78
2016-02-12	Run 4,655		455.34
2016-02-12	Run 4,645		633.00
2016-02-12	Run 4,693		645.00
2016-02-12	Run 4,687		681.00
2016-02-12	Run 4,776		683.00
2016-02-12	Run 4,701		745.00
2016-02-12	Run 4,726		759.00
2016-02-12	Run 4,649		759.00
2016-02-12	Run 4,681		759.00
2016-02-12	Run 4,629		807.00
2016-02-12	Run 4,671		813.00
2016-02-12	Run 4,626		833.00
2016-02-12	Run 4,712		869.00
2016-02-12	Run 4,669		1,001.00
2016-02-13	Run 4,838		75.24
2016-02-13	Run 4,796		75.68
2016-02-13	Run 4,688		87.94
2016-02-13	Run 4,784		89.53
2016-02-13	Run 4,780		92.86
2016-02-13	Run 4,760		94.31

Trip Date	#	Customer	Due
2016-02-13	Run 4,783		100.00
2016-02-13	Run 4,764		100.00
2016-02-13	Run 4,807		136.00
2016-02-13	Run 4,766		150.00
2016-02-13	Run 4,801		150.00
2016-02-13	Run 4,787		150.00
2016-02-13	Run 4,782		200.00
2016-02-13	Run 4,847		250.00
2016-02-13	Run 4,770		250.00
2016-02-13	Run 4,793		286.45
2016-02-13	Run 4,750		300.00
2016-02-13	Run 4,704		300.00
2016-02-13	Run 4,738		333.46
2016-02-13	Run 4,743		549.00
2016-02-13	Run 4,689		585.00
2016-02-13	Run 4,757		609.00
2016-02-13	Run 4,812		693.00
2016-02-13	Run 4,805		709.00
2016-02-13	Run 4,705		745.00
2016-02-13	Run 4,763		759.00
2016-02-13	Run 4,774		762.02
2016-02-13	Run 4,792		771.00
2016-02-13	Run 4,703		771.00
2016-02-13	Run 4,894		781.00
2016-02-13	Run 4,719		783.00
2016-02-13	Run 4,830		831.00
2016-02-13	Run 4,737		843.00
2016-02-13	Run 4,781		879.00
2016-02-13	Run 4,789		989.00
2016-02-14	Run 4,903		50.00
2016-02-14	Run 4,861		76.84
2016-02-14	Run 4,957		79.50
2016-02-14	Run 4,870		93.88
2016-02-14	Run 4,868		150.00
2016-02-14	Run 4,898		225.00
2016-02-14	Run 4,934		300.00
2016-02-14	Run 4,831		338.22
2016-02-14	Run 4,872		537.00
2016-02-14	Run 4,959		597.00
2016-02-14	Run 4,887		633.00
2016-02-14	Run 4,914		659.00
2016-02-14	Run 4,932		709.00
2016-02-14	Run 4,833		759.00
2016-02-14	Run 4,832		783.00
2016-02-14	Run 4,842		807.00
2016-02-14	Run 4,826		833.00
2016-02-14	Run 4,921		869.00
2016-02-15	Run 5,063		75.10
2016-02-15	Run 4,955		91.27
2016-02-15	Run 5,003		93.59
2016-02-15	Run 4,999		150.00
2016-02-15	Run 4,993		150.00
2016-02-15	Run 5,024		225.00
2016-02-15	Run 5,011		225.00
2016-02-15	Run 5,046		250.00
2016-02-15	Run 4,983		250.00
2016-02-15	Run 5,027		250.00
2016-02-15	Run 4,989		250.00
2016-02-15	Run 5,001		250.00
2016-02-15	Run 4,984		275.00
2016-02-15	Run 5,021		300.00

Trip Date	#	Customer	Due
2016-02-15	Run 5,023		438.26
2016-02-15	Run 5,055		561.00
2016-02-15	Run 5,006		597.00
2016-02-15	Run 5,045		609.00
2016-02-15	Run 4,950		609.00
2016-02-15	Run 5,048		633.00
2016-02-15	Run 4,998		701.72
2016-02-15	Run 4,930		771.00
2016-02-15	Run 4,995		783.00
2016-02-15	Run 5,034		783.00
2016-02-15	Run 4,976		821.00
2016-02-15	Run 5,040		833.00
2016-02-15	Run 4,980		845.00
2016-02-16	Run 5,113		59.04
2016-02-16	Run 5,117		89.39
2016-02-16	Run 5,092		89.68
2016-02-16	Run 5,103		100.00
2016-02-16	Run 5,096		100.00
2016-02-16	Run 5,115		119.40
2016-02-16	Run 5,189		150.00
2016-02-16	Run 6,055		200.00
2016-02-16	Run 5,118		225.00
2016-02-16	Run 5,166		250.00
2016-02-16	Run 5,157		250.00
2016-02-16	Run 5,154		250.00
2016-02-16	Run 5,073		250.00
2016-02-16	Run 5,109		250.00
2016-02-16	Run 5,086		250.00
2016-02-16	Run 5,066		269.70
2016-02-16	Run 5,116		549.00
2016-02-16	Run 5,150		549.00
2016-02-16	Run 5,129		549.00
2016-02-16	Run 5,160		561.00
2016-02-16	Run 5,136		573.00
2016-02-16	Run 5,141		585.00
2016-02-16	Run 5,074		597.00
2016-02-16	Run 5,053		709.00
2016-02-16	Run 5,051		747.00
2016-02-16	Run 5,137		783.00
2016-02-16	Run 5,122		783.00
2016-02-16	Run 5,120		807.00
2016-02-16	Run 5,067		831.00
2016-02-16	Run 5,091		879.00
2016-02-16	Run 5,094		927.00
2016-02-16	Run 5,130		977.00
2016-02-17	Run 5,196		42.16
2016-02-17	Run 5,218		75.00
2016-02-17	Run 5,207		87.36
2016-02-17	Run 5,258		87.50
2016-02-17	Run 5,176		122.60
2016-02-17	Run 5,175		154.60
2016-02-17	Run 6,069		193.88
2016-02-17	Run 5,242		250.00
2016-02-17	Run 5,192		250.00
2016-02-17	Run 5,191		250.00
2016-02-17	Run 5,227		329.83
2016-02-17	Run 5,224		561.00
2016-02-17	Run 5,220		609.00
2016-02-17	Run 5,244		807.00
2016-02-17	Run 5,234		819.00
2016-02-17	Run 5,147		845.00

Trip Date	#	Customer	Due
2016-02-17	Run 5,183		845.00
2016-02-17	Run 5,238		857.00
2016-02-17	Run 5,182		865.00
2016-02-17	Run 5,228		881.00
2016-02-18	Run 5,378		20.00
2016-02-18	Run 5,387		76.84
2016-02-18	Run 5,311		92.90
2016-02-18	Run 5,363		95.03
2016-02-18	Run 5,278		103.58
2016-02-18	Run 5,250		150.00
2016-02-18	Run 5,326		150.00
2016-02-18	Run 5,332		150.00
2016-02-18	Run 5,389		150.00
2016-02-18	Run 5,297		195.00
2016-02-18	Run 5,376		233.34
2016-02-18	Run 5,319		250.00
2016-02-18	Run 5,296		250.00
2016-02-18	Run 5,318		250.00
2016-02-18	Run 5,348		250.00
2016-02-18	Run 5,298		250.00
2016-02-18	Run 5,323		250.00
2016-02-18	Run 5,401		362.02
2016-02-18	Run 5,287		537.00
2016-02-18	Run 5,350		573.00
2016-02-18	Run 5,377		621.00
2016-02-18	Run 5,286		621.00
2016-02-18	Run 5,313		633.00
2016-02-18	Run 5,397		645.00
2016-02-18	Run 5,308		706.00
2016-02-18	Run 5,386		752.50
2016-02-18	Run 5,393		769.00
2016-02-18	Run 5,407		771.00
2016-02-19	Run 5,440		20.00
2016-02-19	Run 5,733		85.19
2016-02-19	Run 5,410		90.98
2016-02-19	Run 5,459		108.57
2016-02-19	Run 5,458		112.20
2016-02-19	Run 5,424		113.00
2016-02-19	Run 5,432		150.00
2016-02-19	Run 5,398		150.00
2016-02-19	Run 5,399		150.00
2016-02-19	Run 5,461		150.00
2016-02-19	Run 5,443		150.00
2016-02-19	Run 5,476		181.00
2016-02-19	Run 5,447		250.00
2016-02-19	Run 5,497		287.98
2016-02-19	Run 5,511		382.02
2016-02-19	Run 5,478		561.00
2016-02-19	Run 5,466		609.00
2016-02-19	Run 5,465		609.00
2016-02-19	Run 5,403		621.00
2016-02-19	Run 5,431		759.00
2016-02-19	Run 5,400		771.00
2016-02-19	Run 5,484		805.00
2016-02-19	Run 5,475		831.00
2016-02-19	Run 5,444		843.00
2016-02-19	Run 5,738		927.00
2016-02-19	Run 5,480		951.00
2016-02-20	Run 5,628		20.00
2016-02-20	Run 5,567		42.16
2016-02-20	Run 5,614		72.35

Trip Date	#	Customer	Due
2016-02-20	Run 5,583		77.85
2016-02-20	Run 5,491		85.77
2016-02-20	Run 5,505		93.30
2016-02-20	Run 5,639		107.45
2016-02-20	Run 5,649		119.40
2016-02-20	Run 5,528		148.77
2016-02-20	Run 5,579		150.00
2016-02-20	Run 5,626		150.00
2016-02-20	Run 5,533		150.00
2016-02-20	Run 5,577		150.00
2016-02-20	Run 5,543		225.00
2016-02-20	Run 5,578		250.00
2016-02-20	Run 5,576		250.00
2016-02-20	Run 5,740		300.00
2016-02-20	Run 5,719		300.00
2016-02-20	Run 5,557		300.00
2016-02-20	Run 5,641		549.00
2016-02-20	Run 5,617		561.00
2016-02-20	Run 5,485		587.75
2016-02-20	Run 5,493		609.00
2016-02-20	Run 5,564		688.22
2016-02-20	Run 5,585		759.00
2016-02-20	Run 5,541		771.00
2016-02-20	Run 5,736		783.00
2016-02-20	Run 5,648		797.00
2016-02-20	Run 5,632		807.00
2016-02-20	Run 5,539		867.00
2016-02-20	Run 5,555		869.00
2016-02-20	Run 5,590		875.00
2016-02-20	Run 5,605		903.00
2016-02-20	Run 5,544		929.00
2016-02-21	Run 5,673		20.00
2016-02-21	Run 5,759		65.74
2016-02-21	Run 5,713		70.75
2016-02-21	Run 5,599		74.81
2016-02-21	Run 5,776		78.72
2016-02-21	Run 5,698		83.88
2016-02-21	Run 5,760		94.16
2016-02-21	Run 5,691		118.20
2016-02-21	Run 5,668		131.40
2016-02-21	Run 5,684		150.00
2016-02-21	Run 5,678		200.00
2016-02-21	Run 5,726		200.00
2016-02-21	Run 5,640		225.00
2016-02-21	Run 5,704		274.50
2016-02-21	Run 5,762		537.00
2016-02-21	Run 5,774		561.00
2016-02-21	Run 5,763		645.00
2016-02-21	Run 5,730		747.00
2016-02-21	Run 5,658		747.00
2016-02-21	Run 6,058		747.00
2016-02-21	Run 5,701		781.00
2016-02-21	Run 5,775		819.00
2016-02-21	Run 5,687		821.00
2016-02-21	Run 5,692		831.00
2016-02-21	Run 5,758		843.00
2016-02-22	Run 5,822		50.00
2016-02-22	Run 5,835		81.61
2016-02-22	Run 5,723		93.30
2016-02-22	Run 5,843		94.45
2016-02-22	Run 5,837		94.45

Trip Date	#	Customer	Due
2016-02-22	Run 5,881		118.20
2016-02-22	Run 5,836		150.00
2016-02-22	Run 5,793		184.36
2016-02-22	Run 5,786		190.63
2016-02-22	Run 5,767		200.00
2016-02-22	Run 5,809		225.00
2016-02-22	Run 5,838		250.00
2016-02-22	Run 5,852		300.00
2016-02-22	Run 5,879		390.02
2016-02-22	Run 5,788		460.82
2016-02-22	Run 5,781		537.00
2016-02-22	Run 5,854		573.00
2016-02-22	Run 5,732		597.00
2016-02-22	Run 5,828		597.00
2016-02-22	Run 5,832		660.30
2016-02-22	Run 5,745		681.00
2016-02-22	Run 5,871		693.00
2016-02-22	Run 5,737		747.00
2016-02-22	Run 5,811		747.00
2016-02-22	Run 5,935		759.00
2016-02-22	Run 5,830		765.00
2016-02-22	Run 5,816		797.00
2016-02-22	Run 5,808		809.00
2016-02-22	Run 5,848		819.00
2016-02-22	Run 5,770		831.00
2016-02-22	Run 5,792		833.00
2016-02-22	Run 5,803		845.00
2016-02-22	Run 5,827		869.00
2016-02-22	Run 5,764		915.00
2016-02-22	Run 5,748		951.00
2016-02-23	Run 5,946		54.70
2016-02-23	Run 5,952		66.98
2016-02-23	Run 5,923		71.77
2016-02-23	Run 5,944		84.46
2016-02-23	Run 5,973		88.52
2016-02-23	Run 5,911		103.87
2016-02-23	Run 5,888		131.45
2016-02-23	Run 5,868		150.00
2016-02-23	Run 5,905		150.00
2016-02-23	Run 5,991		250.00
2016-02-23	Run 5,875		250.00
2016-02-23	Run 5,945		250.00
2016-02-23	Run 5,924		250.00
2016-02-23	Run 5,980		250.00
2016-02-23	Run 5,922		300.00
2016-02-23	Run 5,969		537.00
2016-02-23	Run 5,915		549.00
2016-02-23	Run 5,933		561.00
2016-02-23	Run 5,957		573.00
2016-02-23	Run 5,906		573.00
2016-02-23	Run 5,874		585.00
2016-02-23	Run 5,992		693.00
2016-02-23	Run 5,939		721.00
2016-02-23	Run 5,918		747.00
2016-02-23	Run 5,986		757.00
2016-02-23	Run 5,917		759.00
2016-02-23	Run 5,979		771.00
2016-02-23	Run 5,964		795.00
2016-02-23	Run 5,988		819.00
2016-02-23	Run 5,925		821.00
2016-02-23	Run 6,064		831.00

Trip Date	#	Customer	Due
2016-02-23	Run 5,869		833.00
2016-02-23	Run 5,967		833.00
2016-02-23	Run 5,899		891.00
2016-02-23	Run 5,984		903.00
2016-02-23	Run 5,966		958.00
2016-02-23	Run 5,961		977.00
2016-02-23	Run 5,877		989.00
2016-02-24	Run 6,220		20.00
2016-02-24	Run 6,004		85.19
2016-02-24	Run 6,104		95.47
2016-02-24	Run 6,033		98.36
2016-02-24	Run 6,119		107.20
2016-02-24	Run 6,035		107.63
2016-02-24	Run 6,112		118.20
2016-02-24	Run 6,088		250.00
2016-02-24	Run 6,002		250.00
2016-02-24	Run 6,093		300.00
2016-02-24	Run 6,094		549.87
2016-02-24	Run 6,080		597.00
2016-02-24	Run 5,983		745.00
2016-02-24	Run 6,090		747.00
2016-02-24	Run 6,098		759.00
2016-02-24	Run 6,078		759.00
2016-02-24	Run 6,043		783.00
2016-02-24	Run 6,014		797.00
2016-02-24	Run 6,028		845.00
2016-02-24	Run 6,111		845.00
2016-02-24	Run 6,109		845.00
2016-02-24	Run 5,995		893.00
2016-02-24	Run 6,063		915.00
2016-02-25	Run 6,298		89.53
2016-02-25	Run 6,148		94.02
2016-02-25	Run 6,216		110.00
2016-02-25	Run 6,156		150.00
2016-02-25	Run 6,132		150.00
2016-02-25	Run 6,223		150.00
2016-02-25	Run 6,102		150.00
2016-02-25	Run 6,106		250.00
2016-02-25	Run 6,161		250.00
2016-02-25	Run 6,225		250.00
2016-02-25	Run 6,160		250.00
2016-02-25	Run 6,229		250.00
2016-02-25	Run 6,100		256.50
2016-02-25	Run 6,143		300.00
2016-02-25	Run 6,212		537.00
2016-02-25	Run 6,096		549.00
2016-02-25	Run 6,183		573.00
2016-02-25	Run 6,125		609.00
2016-02-25	Run 6,196		657.00
2016-02-25	Run 6,164		717.00
2016-02-25	Run 6,097		747.00
2016-02-25	Run 6,203		753.00
2016-02-25	Run 7,585		759.50
2016-02-25	Run 6,173		771.00
2016-02-25	Run 6,182		783.00
2016-02-25	Run 6,194		927.00
2016-02-26	Run 6,332		10.86
2016-02-26	Run 6,206		17.90
2016-02-26	Run 6,271		20.00
2016-02-26	Run 6,254		84.90
2016-02-26	Run 6,309		88.72

Trip Date	#	Customer	Due
2016-02-26	Run 6,211		89.82
2016-02-26	Run 6,207		91.85
2016-02-26	Run 6,360		91.99
2016-02-26	Run 6,266		100.00
2016-02-26	Run 6,305		119.40
2016-02-26	Run 6,265		150.00
2016-02-26	Run 6,274		150.00
2016-02-26	Run 6,335		150.00
2016-02-26	Run 6,292		150.00
2016-02-26	Run 6,319		175.00
2016-02-26	Run 6,272		250.00
2016-02-26	Run 6,359		250.00
2016-02-26	Run 6,240		275.00
2016-02-26	Run 6,285		323.94
2016-02-26	Run 6,283		514.08
2016-02-26	Run 6,294		537.00
2016-02-26	Run 6,226		549.00
2016-02-26	Run 6,267		633.00
2016-02-26	Run 6,279		669.00
2016-02-26	Run 6,214		681.00
2016-02-26	Run 6,245		733.00
2016-02-26	Run 6,282		747.00
2016-02-26	Run 6,351		747.00
2016-02-26	Run 6,236		747.00
2016-02-26	Run 6,344		781.00
2016-02-26	Run 6,312		783.00
2016-02-26	Run 6,339		795.00
2016-02-26	Run 6,299		807.00
2016-02-26	Run 6,311		807.00
2016-02-26	Run 6,259		809.00
2016-02-26	Run 6,246		819.00
2016-02-26	Run 6,300		821.00
2016-02-26	Run 6,748		831.00
2016-02-26	Run 6,366		874.00
2016-02-26	Run 6,365		879.00
2016-02-26	Run 6,327		917.00
2016-02-26	Run 6,302		1,001.00
2016-02-27	Run 6,320		20.00
2016-02-27	Run 6,375		25.00
2016-02-27	Run 6,404		86.64
2016-02-27	Run 6,393		121.36
2016-02-27	Run 6,415		150.00
2016-02-27	Run 6,369		150.00
2016-02-27	Run 6,435		150.00
2016-02-27	Run 6,453		187.00
2016-02-27	Run 6,402		250.00
2016-02-27	Run 6,425		300.00
2016-02-27	Run 6,385		300.00
2016-02-27	Run 6,378		549.00
2016-02-27	Run 6,354		549.00
2016-02-27	Run 6,440		573.00
2016-02-27	Run 6,405		573.00
2016-02-27	Run 6,466		573.00
2016-02-27	Run 6,390		585.00
2016-02-27	Run 6,384		597.00
2016-02-27	Run 6,324		621.00
2016-02-27	Run 6,461		657.00
2016-02-27	Run 6,455		759.00
2016-02-27	Run 6,433		819.00
2016-02-27	Run 6,336		841.00
2016-02-27	Run 6,452		855.00

Trip Date	#	Customer	Due
2016-02-27	Run 6,460		855.00
2016-02-27	Run 6,432		857.00
2016-02-27	Run 6,419		869.00
2016-02-27	Run 6,427		869.00
2016-02-27	Run 6,422		977.00
2016-02-28	Run 6,512		80.89
2016-02-28	Run 6,545		86.64
2016-02-28	Run 6,499		100.00
2016-02-28	Run 6,448		150.00
2016-02-28	Run 6,528		150.00
2016-02-28	Run 6,525		250.00
2016-02-28	Run 6,529		250.00
2016-02-28	Run 6,487		250.00
2016-02-28	Run 6,480		300.00
2016-02-28	Run 6,511		357.26
2016-02-28	Run 6,513		537.00
2016-02-28	Run 6,468		537.00
2016-02-28	Run 6,557		585.00
2016-02-28	Run 6,484		585.00
2016-02-28	Run 6,489		609.00
2016-02-28	Run 6,478		609.00
2016-02-28	Run 6,554		621.00
2016-02-28	Run 6,449		733.00
2016-02-28	Run 6,566		759.00
2016-02-28	Run 6,516		771.00
2016-02-28	Run 6,476		783.00
2016-02-28	Run 6,530		795.00
2016-02-28	Run 6,537		807.00
2016-02-28	Run 6,493		869.00
2016-02-28	Run 6,515		915.00
2016-02-28	Run 6,482		929.00
2016-02-28	Run 6,535		939.00
2016-02-28	Run 6,538		985.00
2016-02-28	Run 6,519		1,105.00
2016-02-29	Run 6,578		20.00
2016-02-29	Run 6,655		51.14
2016-02-29	Run 6,603		96.77
2016-02-29	Run 6,560		99.27
2016-02-29	Run 6,640		136.60
2016-02-29	Run 6,585		150.00
2016-02-29	Run 6,629		171.90
2016-02-29	Run 6,593		200.00
2016-02-29	Run 6,770		216.58
2016-02-29	Run 6,628		250.00
2016-02-29	Run 6,594		250.00
2016-02-29	Run 6,871		250.00
2016-02-29	Run 6,605		250.00
2016-02-29	Run 6,619		293.75
2016-02-29	Run 6,590		338.22
2016-02-29	Run 6,620		499.25
2016-02-29	Run 6,622		501.60
2016-02-29	Run 6,611		561.00
2016-02-29	Run 6,556		717.00
2016-02-29	Run 6,869		733.00
2016-02-29	Run 6,623		745.00
2016-02-29	Run 6,598		747.00
2016-02-29	Run 6,546		759.00
2016-02-29	Run 6,651		783.00
2016-02-29	Run 6,644		783.00
2016-02-29	Run 6,580		795.00
2016-02-29	Run 6,873		807.00

Trip Date	#	Customer	Due
2016-02-29	Run 6,872		821.00
2016-02-29	Run 6,868		855.00
2016-02-29	Run 6,568		879.00
2016-02-29	Run 6,551		891.00
2016-02-29	Run 6,867		973.00
2016-03-01	Run 6,737		76.90
2016-03-01	Run 6,669		150.00
2016-03-01	Run 6,723		200.00
2016-03-01	Run 6,736		225.00
2016-03-01	Run 7,586		225.00
2016-03-01	Run 6,662		300.00
2016-03-01	Run 6,677		404.10
2016-03-01	Run 6,735		448.81
2016-03-01	Run 6,743		495.46
2016-03-01	Run 7,362		537.00
2016-03-01	Run 6,711		573.00
2016-03-01	Run 6,654		573.00
2016-03-01	Run 6,728		573.00
2016-03-01	Run 6,792		573.00
2016-03-01	Run 6,702		609.00
2016-03-01	Run 6,681		771.00
2016-03-01	Run 6,726		819.00
2016-03-01	Run 6,754		821.00
2016-03-01	Run 6,695		851.00
2016-03-01	Run 6,697		851.00
2016-03-01	Run 6,649		855.00
2016-03-01	Run 6,674		857.00
2016-03-01	Run 6,727		869.00
2016-03-02	Run 6,819		31.71
2016-03-02	Run 6,877		88.52
2016-03-02	Run 6,843		100.00
2016-03-02	Run 6,858		146.74
2016-03-02	Run 6,847		150.00
2016-03-02	Run 6,805		150.00
2016-03-02	Run 6,800		150.00
2016-03-02	Run 6,807		166.20
2016-03-02	Run 6,855		244.60
2016-03-02	Run 6,928		250.00
2016-03-02	Run 6,830		250.00
2016-03-02	Run 6,817		251.38
2016-03-02	Run 6,813		289.47
2016-03-02	Run 6,834		300.00
2016-03-02	Run 6,764		537.00
2016-03-02	Run 6,815		539.12
2016-03-02	Run 6,803		573.00
2016-03-02	Run 6,765		573.00
2016-03-02	Run 6,828		573.00
2016-03-02	Run 6,823		597.00
2016-03-02	Run 6,826		709.00
2016-03-02	Run 6,851		709.00
2016-03-02	Run 6,797		733.00
2016-03-02	Run 6,848		747.00
2016-03-02	Run 6,926		759.00
2016-03-02	Run 6,894		759.00
2016-03-02	Run 6,895		759.00
2016-03-02	Run 6,914		795.00
2016-03-02	Run 6,782		795.00
2016-03-02	Run 6,918		807.00
2016-03-02	Run 6,822		807.00
2016-03-02	Run 6,865		833.00
2016-03-02	Run 6,806		857.00

Trip Date	#	Customer	Due
2016-03-02	Run 6,864		927.00
2016-03-02	Run 6,901		949.00
2016-03-02	Run 6,866		965.00
2016-03-02	Run 6,886		989.00
2016-03-03	Run 6,983		25.00
2016-03-03	Run 6,984		87.07
2016-03-03	Run 7,032		88.37
2016-03-03	Run 7,007		91.17
2016-03-03	Run 6,897		91.41
2016-03-03	Run 6,987		95.32
2016-03-03	Run 6,950		96.19
2016-03-03	Run 6,993		108.60
2016-03-03	Run 6,990		120.60
2016-03-03	Run 7,018		149.25
2016-03-03	Run 6,977		150.00
2016-03-03	Run 6,941		200.05
2016-03-03	Run 6,956		250.00
2016-03-03	Run 6,943		250.00
2016-03-03	Run 6,933		250.00
2016-03-03	Run 6,988		300.00
2016-03-03	Run 7,123		300.00
2016-03-03	Run 6,953		346.03
2016-03-03	Run 6,942		435.62
2016-03-03	Run 7,006		561.00
2016-03-03	Run 6,965		708.00
2016-03-03	Run 7,000		721.00
2016-03-03	Run 7,014		759.00
2016-03-03	Run 6,944		783.00
2016-03-03	Run 7,030		783.00
2016-03-03	Run 6,964		797.00
2016-03-03	Run 6,910		807.00
2016-03-03	Run 6,963		809.00
2016-03-03	Run 6,949		819.00
2016-03-04	Run 7,153		88.23
2016-03-04	Run 7,108		88.37
2016-03-04	Run 7,106		89.10
2016-03-04	Run 7,090		100.00
2016-03-04	Run 7,049		100.00
2016-03-04	Run 7,043		104.88
2016-03-04	Run 7,139		149.40
2016-03-04	Run 7,083		150.00
2016-03-04	Run 7,158		150.00
2016-03-04	Run 7,105		250.00
2016-03-04	Run 7,142		549.00
2016-03-04	Run 7,151		573.00
2016-03-04	Run 7,057		585.00
2016-03-04	Run 7,149		585.00
2016-03-04	Run 7,063		609.00
2016-03-04	Run 7,132		681.00
2016-03-04	Run 7,077		771.00
2016-03-04	Run 7,156		807.00
2016-03-04	Run 7,048		807.00
2016-03-04	Run 7,109		809.00
2016-03-04	Run 7,103		809.00
2016-03-04	Run 7,029		815.00
2016-03-04	Run 7,089		817.00
2016-03-04	Run 7,059		829.00
2016-03-04	Run 7,065		893.00
2016-03-05	Run 7,163		9.82
2016-03-05	Run 7,126		74.08
2016-03-05	Run 7,161		84.75

Trip Date	#	Customer	Due
2016-03-05	Run 7,147		86.64
2016-03-05	Run 8,443		89.24
2016-03-05	Run 7,210		96.92
2016-03-05	Run 7,111		110.00
2016-03-05	Run 7,172		123.86
2016-03-05	Run 7,169		150.00
2016-03-05	Run 7,589		150.00
2016-03-05	Run 7,240		150.00
2016-03-05	Run 7,226		150.00
2016-03-05	Run 7,214		250.00
2016-03-05	Run 7,148		275.00
2016-03-05	Run 7,186		288.22
2016-03-05	Run 7,201		510.60
2016-03-05	Run 7,207		522.60
2016-03-05	Run 7,215		537.00
2016-03-05	Run 7,255		549.00
2016-03-05	Run 7,281		561.00
2016-03-05	Run 7,167		573.00
2016-03-05	Run 7,245		585.00
2016-03-05	Run 7,194		609.00
2016-03-05	Run 7,212		621.00
2016-03-05	Run 7,247		759.00
2016-03-05	Run 7,274		769.00
2016-03-05	Run 7,246		783.00
2016-03-05	Run 7,231		783.00
2016-03-05	Run 7,211		831.00
2016-03-05	Run 7,166		833.00
2016-03-05	Run 7,122		843.00
2016-03-05	Run 7,205		1,085.00
2016-03-06	Run 7,358		73.79
2016-03-06	Run 7,333		89.53
2016-03-06	Run 7,370		94.02
2016-03-06	Run 7,575		100.00
2016-03-06	Run 7,326		150.00
2016-03-06	Run 7,364		150.00
2016-03-06	Run 7,572		225.00
2016-03-06	Run 7,289		225.00
2016-03-06	Run 7,577		250.00
2016-03-06	Run 7,308		250.00
2016-03-06	Run 7,290		275.00
2016-03-06	Run 7,293		300.00
2016-03-06	Run 7,269		537.00
2016-03-06	Run 7,576		573.00
2016-03-06	Run 7,276		621.00
2016-03-06	Run 7,359		636.03
2016-03-06	Run 7,329		687.00
2016-03-06	Run 7,286		688.22
2016-03-06	Run 7,352		697.00
2016-03-06	Run 7,325		747.00
2016-03-06	Run 7,330		795.00
2016-03-06	Run 7,341		807.00
2016-03-06	Run 7,296		807.00
2016-03-06	Run 7,365		833.00
2016-03-06	Run 7,653		886.00
2016-03-06	Run 7,298		892.25
2016-03-07	Run 7,492		95.18
2016-03-07	Run 7,462		100.00
2016-03-07	Run 7,497		100.00
2016-03-07	Run 7,437		130.00
2016-03-07	Run 7,415		150.00
2016-03-07	Run 7,429		150.00

Trip Date	#	Customer	Due
2016-03-07	Run 7,493		150.00
2016-03-07	Run 7,425		150.00
2016-03-07	Run 7,476		200.00
2016-03-07	Run 7,396		200.00
2016-03-07	Run 7,464		225.00
2016-03-07	Run 7,355		250.00
2016-03-07	Run 7,486		300.00
2016-03-07	Run 7,435		300.00
2016-03-07	Run 7,426		362.02
2016-03-07	Run 7,443		385.57
2016-03-07	Run 7,448		460.69
2016-03-07	Run 7,361		537.00
2016-03-07	Run 7,414		543.00
2016-03-07	Run 7,416		543.00
2016-03-07	Run 7,461		549.00
2016-03-07	Run 7,469		549.00
2016-03-07	Run 7,463		549.00
2016-03-07	Run 7,397		585.00
2016-03-07	Run 7,455		609.00
2016-03-07	Run 7,423		609.00
2016-03-07	Run 7,372		745.00
2016-03-07	Run 7,488		771.00
2016-03-07	Run 7,513		795.00
2016-03-07	Run 7,420		805.00
2016-03-07	Run 7,413		807.00
2016-03-07	Run 7,369		807.00
2016-03-07	Run 7,487		819.00
2016-03-07	Run 7,349		821.00
2016-03-07	Run 7,475		829.00
2016-03-07	Run 7,382		857.00
2016-03-07	Run 7,417		893.00
2016-03-07	Run 7,499		915.00
2016-03-07	Run 7,400		1,021.00
2016-03-08	Run 7,470		150.00
2016-03-08	Run 7,634		200.00
2016-03-08	Run 7,541		250.00
2016-03-08	Run 7,554		275.00
2016-03-08	Run 7,518		300.00
2016-03-08	Run 7,596		478.59
2016-03-08	Run 7,619		549.00
2016-03-08	Run 7,606		561.00
2016-03-08	Run 7,514		573.00
2016-03-08	Run 7,522		585.00
2016-03-08	Run 7,580		602.00
2016-03-08	Run 7,607		633.00
2016-03-08	Run 7,627		721.00
2016-03-08	Run 7,618		757.00
2016-03-08	Run 7,508		759.00
2016-03-08	Run 7,582		759.00
2016-03-08	Run 7,609		771.00
2016-03-08	Run 7,604		781.00
2016-03-08	Run 7,563		797.00
2016-03-08	Run 7,523		807.00
2016-03-08	Run 7,579		809.00
2016-03-08	Run 7,561		819.00
2016-03-08	Run 7,529		821.00
2016-03-08	Run 7,628		831.00
2016-03-08	Run 7,483		831.00
2016-03-08	Run 7,521		857.00
2016-03-08	Run 7,583		857.00
2016-03-08	Run 7,543		867.00

Trip Date	#	Customer	Due
2016-03-08	Run 7,584		886.00
2016-03-08	Run 7,562		927.00
2016-03-08	Run 7,564		941.00
2016-03-08	Run 7,593		3,339.48
2016-03-09	Run 7,685		56.86
2016-03-09	Run 7,686		76.26
2016-03-09	Run 7,670		150.00
2016-03-09	Run 7,837		207.96
2016-03-09	Run 7,699		250.00
2016-03-09	Run 7,718		250.00
2016-03-09	Run 7,690		250.00
2016-03-09	Run 7,665		355.35
2016-03-09	Run 7,639		549.00
2016-03-09	Run 7,677		561.00
2016-03-09	Run 7,696		585.00
2016-03-09	Run 7,717		709.00
2016-03-09	Run 7,721		757.00
2016-03-09	Run 7,651		759.00
2016-03-09	Run 7,692		771.00
2016-03-09	Run 7,648		783.00
2016-03-09	Run 7,725		783.00
2016-03-09	Run 7,615		783.00
2016-03-09	Run 7,636		783.00
2016-03-09	Run 7,623		795.00
2016-03-09	Run 7,675		795.00
2016-03-09	Run 7,691		809.00
2016-03-09	Run 7,635		867.00
2016-03-09	Run 7,641		893.00
2016-03-09	Run 7,644		905.00
2016-03-09	Run 7,676		917.00
2016-03-09	Run 7,824		970.00
2016-03-10	Run 7,784		44.60
2016-03-10	Run 7,737		88.81
2016-03-10	Run 7,833		94.16
2016-03-10	Run 7,745		112.29
2016-03-10	Run 7,776		150.00
2016-03-10	Run 7,796		150.00
2016-03-10	Run 7,764		150.00
2016-03-10	Run 7,707		150.00
2016-03-10	Run 7,780		238.50
2016-03-10	Run 7,754		250.00
2016-03-10	Run 7,818		250.00
2016-03-10	Run 7,748		250.00
2016-03-10	Run 7,759		255.08
2016-03-10	Run 7,866		300.00
2016-03-10	Run 7,819		549.00
2016-03-10	Run 7,846		549.00
2016-03-10	Run 7,793		571.69
2016-03-10	Run 7,857		573.00
2016-03-10	Run 7,757		585.00
2016-03-10	Run 7,750		693.00
2016-03-10	Run 7,770		747.00
2016-03-10	Run 7,714		757.00
2016-03-10	Run 7,778		795.00
2016-03-10	Run 7,843		807.00
2016-03-10	Run 7,724		817.00
2016-03-10	Run 8,276		819.00
2016-03-10	Run 8,275		819.00
2016-03-10	Run 7,812		833.00
2016-03-10	Run 7,746		881.00
2016-03-10	Run 7,758		929.00

Trip Date	#	Customer	Due
2016-03-10	Run 7,798		997.00
2016-03-11	Run 7,928		71.77
2016-03-11	Run 7,961		75.24
2016-03-11	Run 7,907		76.69
2016-03-11	Run 7,936		82.90
2016-03-11	Run 7,891		109.80
2016-03-11	Run 7,899		110.00
2016-03-11	Run 7,867		150.00
2016-03-11	Run 7,912		150.00
2016-03-11	Run 7,854		200.00
2016-03-11	Run 7,948		250.00
2016-03-11	Run 7,965		275.00
2016-03-11	Run 8,016		275.00
2016-03-11	Run 7,890		421.73
2016-03-11	Run 7,943		512.02
2016-03-11	Run 7,932		561.00
2016-03-11	Run 7,983		561.00
2016-03-11	Run 7,941		573.00
2016-03-11	Run 7,924		597.00
2016-03-11	Run 7,901		633.00
2016-03-11	Run 7,861		721.00
2016-03-11	Run 7,856		795.00
2016-03-11	Run 7,971		795.00
2016-03-11	Run 7,862		891.00
2016-03-11	Run 7,944		903.00
2016-03-11	Run 8,014		905.00
2016-03-12	Run 8,039		89.53
2016-03-12	Run 8,043		91.99
2016-03-12	Run 7,962		119.40
2016-03-12	Run 8,036		150.00
2016-03-12	Run 8,071		150.00
2016-03-12	Run 8,050		216.20
2016-03-12	Run 8,008		250.00
2016-03-12	Run 8,037		250.00
2016-03-12	Run 7,954		275.00
2016-03-12	Run 7,980		329.89
2016-03-12	Run 8,053		549.00
2016-03-12	Run 8,078		561.00
2016-03-12	Run 7,996		585.00
2016-03-12	Run 7,963		585.00
2016-03-12	Run 8,017		638.70
2016-03-12	Run 8,052		783.00
2016-03-12	Run 7,988		809.00
2016-03-12	Run 8,070		809.00
2016-03-12	Run 8,048		819.00
2016-03-12	Run 8,057		843.00
2016-03-12	Run 8,019		857.00
2016-03-12	Run 8,020		867.00
2016-03-12	Run 7,979		881.00
2016-03-12	Run 8,040		893.00
2016-03-12	Run 8,041		905.00
2016-03-12	Run 7,973		917.00
2016-03-12	Run 8,002		1,011.00
2016-03-13	Run 8,077		84.61
2016-03-13	Run 8,122		92.57
2016-03-13	Run 8,090		96.63
2016-03-13	Run 8,124		150.00
2016-03-13	Run 8,140		150.00
2016-03-13	Run 8,092		250.00
2016-03-13	Run 8,133		250.00
2016-03-13	Run 8,114		275.00

Trip Date	#	Customer	Due
2016-03-13	Run 8,135		300.00
2016-03-13	Run 8,115		537.00
2016-03-13	Run 8,138		549.00
2016-03-13	Run 8,079		549.00
2016-03-13	Run 8,118		561.00
2016-03-13	Run 8,164		585.00
2016-03-13	Run 8,177		585.00
2016-03-13	Run 8,080		609.00
2016-03-13	Run 8,176		747.00
2016-03-13	Run 8,145		831.00
2016-03-13	Run 8,159		879.00
2016-03-13	Run 8,191		881.00
2016-03-13	Run 8,127		891.00
2016-03-14	Run 8,195		33.54
2016-03-14	Run 8,261		71.77
2016-03-14	Run 8,198		83.88
2016-03-14	Run 8,254		88.03
2016-03-14	Run 8,266		115.20
2016-03-14	Run 8,240		150.00
2016-03-14	Run 8,271		150.00
2016-03-14	Run 8,255		161.78
2016-03-14	Run 8,194		200.00
2016-03-14	Run 8,288		225.00
2016-03-14	Run 8,162		225.00
2016-03-14	Run 8,247		250.00
2016-03-14	Run 8,239		250.00
2016-03-14	Run 8,231		250.00
2016-03-14	Run 8,224		275.00
2016-03-14	Run 8,249		275.00
2016-03-14	Run 8,214		275.00
2016-03-14	Run 8,305		597.00
2016-03-14	Run 8,287		609.00
2016-03-14	Run 8,226		669.00
2016-03-14	Run 8,292		709.00
2016-03-14	Run 8,221		747.00
2016-03-14	Run 8,212		793.00
2016-03-14	Run 8,210		795.00
2016-03-14	Run 8,302		817.00
2016-03-14	Run 8,155		869.00
2016-03-14	Run 8,258		905.00
2016-03-15	Run 8,327		84.50
2016-03-15	Run 8,296		89.10
2016-03-15	Run 8,400		99.09
2016-03-15	Run 8,338		112.20
2016-03-15	Run 8,368		150.00
2016-03-15	Run 8,355		150.00
2016-03-15	Run 8,419		150.00
2016-03-15	Run 8,412		150.00
2016-03-15	Run 8,371		250.00
2016-03-15	Run 8,318		250.00
2016-03-15	Run 8,299		250.00
2016-03-15	Run 8,402		250.00
2016-03-15	Run 8,343		302.50
2016-03-15	Run 8,370		376.30
2016-03-15	Run 8,337		513.25
2016-03-15	Run 8,390		561.00
2016-03-15	Run 8,410		561.00
2016-03-15	Run 8,438		561.00
2016-03-15	Run 8,365		573.00
2016-03-15	Run 8,378		573.00
2016-03-15	Run 8,330		585.00

Trip Date	#	Customer	Due
2016-03-15	Run 8,383		597.00
2016-03-15	Run 8,375		623.00
2016-03-15	Run 9,084		669.00
2016-03-15	Run 8,423		705.00
2016-03-15	Run 8,317		721.00
2016-03-15	Run 8,349		759.00
2016-03-15	Run 8,329		783.00
2016-03-15	Run 8,408		833.00
2016-03-15	Run 8,341		857.00
2016-03-16	Run 8,478		56.86
2016-03-16	Run 8,600		74.52
2016-03-16	Run 8,429		87.55
2016-03-16	Run 8,460		88.23
2016-03-16	Run 8,472		88.81
2016-03-16	Run 8,517		100.00
2016-03-16	Run 9,086		100.00
2016-03-16	Run 8,453		101.00
2016-03-16	Run 8,486		113.42
2016-03-16	Run 8,448		122.55
2016-03-16	Run 8,425		150.00
2016-03-16	Run 8,546		150.00
2016-03-16	Run 8,420		150.00
2016-03-16	Run 8,500		250.00
2016-03-16	Run 8,498		275.00
2016-03-16	Run 8,493		314.55
2016-03-16	Run 8,506		333.46
2016-03-16	Run 8,507		473.74
2016-03-16	Run 8,551		537.00
2016-03-16	Run 8,482		537.00
2016-03-16	Run 8,426		540.98
2016-03-16	Run 8,599		549.00
2016-03-16	Run 8,463		549.00
2016-03-16	Run 8,450		549.00
2016-03-16	Run 8,533		573.00
2016-03-16	Run 8,496		585.00
2016-03-16	Run 8,433		599.00
2016-03-16	Run 8,458		621.00
2016-03-16	Run 8,421		695.00
2016-03-16	Run 8,445		757.00
2016-03-16	Run 8,504		759.00
2016-03-16	Run 8,556		783.00
2016-03-16	Run 8,469		843.00
2016-03-17	Run 8,626		86.06
2016-03-17	Run 8,646		100.00
2016-03-17	Run 8,628		133.44
2016-03-17	Run 8,676		150.00
2016-03-17	Run 8,656		150.00
2016-03-17	Run 9,085		200.00
2016-03-17	Run 8,586		226.75
2016-03-17	Run 8,595		250.00
2016-03-17	Run 8,634		250.00
2016-03-17	Run 8,629		250.00
2016-03-17	Run 8,643		250.00
2016-03-17	Run 8,614		292.20
2016-03-17	Run 8,582		343.00
2016-03-17	Run 8,563		454.86
2016-03-17	Run 8,575		485.47
2016-03-17	Run 8,663		514.73
2016-03-17	Run 8,620		549.00
2016-03-17	Run 8,592		573.00
2016-03-17	Run 8,678		707.26

Trip Date	#	Customer	Due
2016-03-17	Run 8,664		709.00
2016-03-17	Run 8,571		709.00
2016-03-17	Run 8,537		733.00
2016-03-17	Run 8,618		747.00
2016-03-17	Run 8,633		759.00
2016-03-17	Run 8,576		807.00
2016-03-17	Run 8,593		819.00
2016-03-17	Run 8,613		821.00
2016-03-17	Run 8,644		833.00
2016-03-17	Run 8,567		845.00
2016-03-17	Run 8,605		845.00
2016-03-17	Run 8,621		869.00
2016-03-17	Run 8,608		953.00
2016-03-18	Run 8,706		73.07
2016-03-18	Run 8,697		92.43
2016-03-18	Run 8,685		99.23
2016-03-18	Run 8,770		150.00
2016-03-18	Run 8,683		172.65
2016-03-18	Run 8,727		225.00
2016-03-18	Run 8,684		225.00
2016-03-18	Run 8,709		250.00
2016-03-18	Run 8,650		457.79
2016-03-18	Run 8,750		506.32
2016-03-18	Run 8,667		549.00
2016-03-18	Run 8,662		621.00
2016-03-18	Run 8,740		709.00
2016-03-18	Run 8,751		733.00
2016-03-18	Run 8,767		733.00
2016-03-18	Run 8,711		771.00
2016-03-18	Run 8,668		855.00
2016-03-18	Run 8,733		857.00
2016-03-18	Run 8,648		1,018.00
2016-03-19	Run 8,805		20.00
2016-03-19	Run 8,821		116.03
2016-03-19	Run 8,860		150.00
2016-03-19	Run 8,754		150.00
2016-03-19	Run 8,802		150.00
2016-03-19	Run 8,868		250.00
2016-03-19	Run 8,806		250.00
2016-03-19	Run 8,867		300.00
2016-03-19	Run 8,809		326.05
2016-03-19	Run 8,836		430.30
2016-03-19	Run 8,773		537.00
2016-03-19	Run 8,775		537.00
2016-03-19	Run 8,763		585.00
2016-03-19	Run 8,774		597.00
2016-03-19	Run 8,764		597.00
2016-03-19	Run 8,769		621.00
2016-03-19	Run 8,820		645.00
2016-03-19	Run 8,893		657.00
2016-03-19	Run 8,890		769.00
2016-03-19	Run 8,858		783.00
2016-03-19	Run 8,895		783.00
2016-03-19	Run 8,771		795.00
2016-03-19	Run 8,826		795.00
2016-03-19	Run 8,859		809.00
2016-03-19	Run 8,811		845.00
2016-03-19	Run 8,863		891.00
2016-03-19	Run 8,842		965.00
2016-03-20	Run 8,925		74.95
2016-03-20	Run 8,875		100.00

Trip Date	#	Customer	Due
2016-03-20	Run 8,942		136.00
2016-03-20	Run 8,940		300.00
2016-03-20	Run 8,915		561.00
2016-03-20	Run 9,156		585.00
2016-03-20	Run 8,939		597.00
2016-03-20	Run 8,937		682.68
2016-03-20	Run 8,954		807.00
2016-03-20	Run 8,974		807.00
2016-03-20	Run 8,943		821.00
2016-03-20	Run 8,879		843.00
2016-03-20	Run 8,945		855.00
2016-03-20	Run 8,920		891.00
2016-03-20	Run 8,962		893.00
2016-03-21	Run 9,057		88.08
2016-03-21	Run 9,064		150.00
2016-03-21	Run 9,004		225.00
2016-03-21	Run 9,010		250.00
2016-03-21	Run 9,029		275.00
2016-03-21	Run 9,041		537.00
2016-03-21	Run 9,021		537.00
2016-03-21	Run 9,028		537.00
2016-03-21	Run 9,016		549.00
2016-03-21	Run 9,027		561.00
2016-03-21	Run 8,949		573.00
2016-03-21	Run 8,994		657.00
2016-03-21	Run 9,071		709.00
2016-03-21	Run 8,971		745.00
2016-03-21	Run 9,000		745.00
2016-03-21	Run 9,055		771.00
2016-03-21	Run 9,048		829.00
2016-03-21	Run 9,066		831.00
2016-03-21	Run 9,003		833.00
2016-03-21	Run 8,986		973.00
2016-03-21	Run 8,992		977.00
2016-03-22	Run 9,183		76.55
2016-03-22	Run 9,133		79.88
2016-03-22	Run 9,128		82.34
2016-03-22	Run 9,146		86.49
2016-03-22	Run 9,182		113.71
2016-03-22	Run 9,046		150.00
2016-03-22	Run 9,130		250.00
2016-03-22	Run 9,143		250.00
2016-03-22	Run 9,136		275.00
2016-03-22	Run 9,045		293.72
2016-03-22	Run 9,093		328.70
2016-03-22	Run 9,161		537.00
2016-03-22	Run 9,184		559.80
2016-03-22	Run 9,044		597.00
2016-03-22	Run 9,081		633.00
2016-03-22	Run 9,101		721.00
2016-03-22	Run 9,061		733.00
2016-03-22	Run 9,073		745.00
2016-03-22	Run 9,162		747.00
2016-03-22	Run 9,185		805.00
2016-03-22	Run 9,119		819.00
2016-03-22	Run 9,172		857.00
2016-03-22	Run 9,271		953.00
2016-03-23	Run 9,248		19.61
2016-03-23	Run 9,200		20.00
2016-03-23	Run 9,227		71.77
2016-03-23	Run 9,244		78.30

Trip Date	#	Customer	Due
2016-03-23	Run 9,217		85.04
2016-03-23	Run 9,253		85.19
2016-03-23	Run 9,228		88.52
2016-03-23	Run 9,293		115.70
2016-03-23	Run 9,173		200.00
2016-03-23	Run 9,274		200.00
2016-03-23	Run 9,181		250.00
2016-03-23	Run 9,212		250.00
2016-03-23	Run 9,206		346.89
2016-03-23	Run 9,209		514.73
2016-03-23	Run 9,259		549.39
2016-03-23	Run 9,233		561.00
2016-03-23	Run 9,246		573.00
2016-03-23	Run 9,652		573.00
2016-03-23	Run 9,250		621.00
2016-03-23	Run 9,276		697.00
2016-03-23	Run 9,249		733.00
2016-03-23	Run 9,213		759.00
2016-03-23	Run 9,260		771.00
2016-03-23	Run 9,190		783.00
2016-03-23	Run 9,188		807.00
2016-03-23	Run 9,239		807.00
2016-03-23	Run 9,304		821.00
2016-03-23	Run 9,222		833.00
2016-03-23	Run 9,247		843.00
2016-03-23	Run 9,198		869.00
2016-03-24	Run 9,321		62.51
2016-03-24	Run 9,316		91.27
2016-03-24	Run 9,262		105.46
2016-03-24	Run 9,377		150.00
2016-03-24	Run 9,320		150.00
2016-03-24	Run 9,387		151.40
2016-03-24	Run 9,398		200.00
2016-03-24	Run 9,400		225.00
2016-03-24	Run 9,332		250.00
2016-03-24	Run 9,314		262.58
2016-03-24	Run 9,340		300.00
2016-03-24	Run 9,346		357.26
2016-03-24	Run 9,296		503.37
2016-03-24	Run 9,278		537.00
2016-03-24	Run 9,352		549.00
2016-03-24	Run 9,378		549.00
2016-03-24	Run 9,333		561.00
2016-03-24	Run 9,312		597.00
2016-03-24	Run 9,369		721.00
2016-03-24	Run 9,382		721.00
2016-03-24	Run 9,338		759.00
2016-03-24	Run 9,325		783.00
2016-03-24	Run 9,344		817.00
2016-03-24	Run 9,379		843.00
2016-03-24	Run 9,389		879.00
2016-03-24	Run 9,261		956.00
2016-03-25	Run 9,492		13.38
2016-03-25	Run 9,469		86.06
2016-03-25	Run 9,432		86.20
2016-03-25	Run 9,504		89.10
2016-03-25	Run 9,438		90.83
2016-03-25	Run 9,446		93.88
2016-03-25	Run 9,461		96.34
2016-03-25	Run 9,451		100.00
2016-03-25	Run 9,407		100.00

Trip Date	#	Customer	Due
2016-03-25	Run 9,439		150.00
2016-03-25	Run 9,415		150.00
2016-03-25	Run 9,482		150.00
2016-03-25	Run 9,395		150.00
2016-03-25	Run 9,424		250.00
2016-03-25	Run 9,479		250.00
2016-03-25	Run 9,510		275.00
2016-03-25	Run 9,375		288.24
2016-03-25	Run 9,410		300.00
2016-03-25	Run 9,511		322.46
2016-03-25	Run 9,463		329.59
2016-03-25	Run 9,495		528.59
2016-03-25	Run 9,394		561.00
2016-03-25	Run 9,493		611.00
2016-03-25	Run 9,457		646.60
2016-03-25	Run 9,512		733.00
2016-03-25	Run 9,517		747.00
2016-03-25	Run 9,458		759.00
2016-03-25	Run 9,384		759.00
2016-03-25	Run 9,530		783.00
2016-03-25	Run 9,413		795.00
2016-03-25	Run 9,447		805.00
2016-03-25	Run 9,522		807.00
2016-03-25	Run 9,416		807.00
2016-03-25	Run 9,470		807.00
2016-03-25	Run 9,489		809.00
2016-03-25	Run 9,474		819.00
2016-03-25	Run 9,476		831.00
2016-03-25	Run 9,472		831.00
2016-03-25	Run 9,431		833.00
2016-03-25	Run 9,426		927.00
2016-03-26	Run 9,578		86.35
2016-03-26	Run 9,545		87.21
2016-03-26	Run 9,586		88.66
2016-03-26	Run 9,536		148.20
2016-03-26	Run 9,567		150.00
2016-03-26	Run 9,614		150.00
2016-03-26	Run 9,485		150.00
2016-03-26	Run 9,632		150.00
2016-03-26	Run 9,557		250.00
2016-03-26	Run 9,609		250.00
2016-03-26	Run 9,618		250.00
2016-03-26	Run 9,560		250.00
2016-03-26	Run 9,562		250.00
2016-03-26	Run 9,595		250.00
2016-03-26	Run 9,571		535.52
2016-03-26	Run 9,525		561.00
2016-03-26	Run 9,577		621.00
2016-03-26	Run 9,628		633.00
2016-03-26	Run 9,568		645.00
2016-03-26	Run 9,615		733.00
2016-03-26	Run 9,534		747.00
2016-03-26	Run 9,968		757.00
2016-03-26	Run 9,587		759.00
2016-03-26	Run 9,580		769.00
2016-03-26	Run 9,539		771.00
2016-03-26	Run 9,589		797.00
2016-03-26	Run 9,558		807.00
2016-03-26	Run 9,515		819.00
2016-03-26	Run 9,596		881.00
2016-03-27	Run 9,639		20.00

Trip Date	#	Customer	Due
2016-03-27	Run 9,716		20.00
2016-03-27	Run 9,969		41.68
2016-03-27	Run 9,645		73.36
2016-03-27	Run 9,776		74.79
2016-03-27	Run 9,635		74.95
2016-03-27	Run 9,682		91.41
2016-03-27	Run 9,619		91.70
2016-03-27	Run 9,674		150.00
2016-03-27	Run 9,648		150.00
2016-03-27	Run 9,593		150.00
2016-03-27	Run 9,746		250.00
2016-03-27	Run 9,685		250.00
2016-03-27	Run 9,677		275.00
2016-03-27	Run 9,633		475.00
2016-03-27	Run 9,713		499.39
2016-03-27	Run 9,665		549.00
2016-03-27	Run 9,688		561.00
2016-03-27	Run 9,644		573.00
2016-03-27	Run 9,743		585.00
2016-03-27	Run 9,694		633.00
2016-03-27	Run 9,704		635.00
2016-03-27	Run 9,725		708.00
2016-03-27	Run 9,737		709.00
2016-03-27	Run 9,641		759.00
2016-03-27	Run 9,610		781.00
2016-03-27	Run 9,625		809.00
2016-03-27	Run 9,686		819.00
2016-03-27	Run 9,634		821.00
2016-03-27	Run 9,703		855.00
2016-03-27	Run 9,664		891.00
2016-03-28	Run 9,771		71.19
2016-03-28	Run 9,765		74.08
2016-03-28	Run 9,827		87.65
2016-03-28	Run 9,769		99.67
2016-03-28	Run 9,787		119.40
2016-03-28	Run 9,804		126.60
2016-03-28	Run 9,796		150.00
2016-03-28	Run 9,729		150.00
2016-03-28	Run 9,753		150.00
2016-03-28	Run 18,044		250.00
2016-03-28	Run 9,762		288.22
2016-03-28	Run 9,786		300.00
2016-03-28	Run 9,811		335.35
2016-03-28	Run 9,799		416.78
2016-03-28	Run 9,748		422.78
2016-03-28	Run 9,785		438.18
2016-03-28	Run 9,739		497.88
2016-03-28	Run 9,831		549.00
2016-03-28	Run 9,768		549.00
2016-03-28	Run 9,758		561.00
2016-03-28	Run 9,774		573.00
2016-03-28	Run 9,793		609.00
2016-03-28	Run 9,763		745.00
2016-03-28	Run 9,802		747.00
2016-03-28	Run 9,843		795.00
2016-03-28	Run 9,833		797.00
2016-03-28	Run 9,752		807.00
2016-03-28	Run 9,862		819.00
2016-03-28	Run 9,755		831.00
2016-03-28	Run 9,824		855.00
2016-03-28	Run 9,842		867.00

Trip Date	#	Customer	Due
2016-03-28	Run 9,815		867.00
2016-03-28	Run 9,825		867.00
2016-03-28	Run 9,751		879.00
2016-03-29	Run 9,933		70.90
2016-03-29	Run 9,931		74.37
2016-03-29	Run 9,928		77.27
2016-03-29	Run 9,883		82.05
2016-03-29	Run 9,891		84.17
2016-03-29	Run 9,876		88.37
2016-03-29	Run 9,948		90.40
2016-03-29	Run 9,861		95.18
2016-03-29	Run 9,878		95.47
2016-03-29	Run 9,890		150.00
2016-03-29	Run 9,940		150.00
2016-03-29	Run 9,896		150.00
2016-03-29	Run 9,877		200.00
2016-03-29	Run 9,886		250.00
2016-03-29	Run 9,875		250.00
2016-03-29	Run 9,937		360.44
2016-03-29	Run 9,946		537.00
2016-03-29	Run 9,951		549.00
2016-03-29	Run 9,911		549.00
2016-03-29	Run 9,826		549.00
2016-03-29	Run 9,935		561.00
2016-03-29	Run 9,885		609.00
2016-03-29	Run 9,906		697.00
2016-03-29	Run 9,960		717.00
2016-03-29	Run 9,849		733.00
2016-03-29	Run 9,839		733.00
2016-03-29	Run 9,920		759.00
2016-03-29	Run 9,941		781.00
2016-03-29	Run 9,926		793.00
2016-03-29	Run 9,871		821.00
2016-03-29	Run 9,936		831.00
2016-03-29	Run 9,939		879.00
2016-03-29	Run 9,904		965.00
2016-03-30	Run 10,032		20.00
2016-03-30	Run 10,092		70.75
2016-03-30	Run 10,083		79.44
2016-03-30	Run 9,955		87.41
2016-03-30	Run 10,051		94.74
2016-03-30	Run 10,029		100.00
2016-03-30	Run 9,944		150.00
2016-03-30	Run 9,989		150.00
2016-03-30	Run 10,093		150.00
2016-03-30	Run 10,018		173.40
2016-03-30	Run 10,049		202.62
2016-03-30	Run 10,022		225.00
2016-03-30	Run 10,048		250.00
2016-03-30	Run 9,985		250.00
2016-03-30	Run 9,966		250.00
2016-03-30	Run 10,063		333.46
2016-03-30	Run 10,066		549.00
2016-03-30	Run 10,091		549.00
2016-03-30	Run 9,976		573.00
2016-03-30	Run 10,073		621.00
2016-03-30	Run 10,055		769.00
2016-03-30	Run 10,047		795.00
2016-03-30	Run 9,997		805.00
2016-03-30	Run 10,087		813.00
2016-03-30	Run 10,026		819.00

Trip Date	#	Customer	Due
2016-03-30	Run 9,982		819.00
2016-03-30	Run 9,991		831.00
2016-03-30	Run 10,030		862.00
2016-03-30	Run 9,971		903.00
2016-03-31	Run 10,135		79.70
2016-03-31	Run 10,183		85.19
2016-03-31	Run 10,131		87.79
2016-03-31	Run 10,095		91.41
2016-03-31	Run 10,170		110.00
2016-03-31	Run 10,166		150.00
2016-03-31	Run 10,129		150.00
2016-03-31	Run 10,202		150.00
2016-03-31	Run 10,109		225.00
2016-03-31	Run 10,156		225.00
2016-03-31	Run 10,107		250.00
2016-03-31	Run 10,138		250.00
2016-03-31	Run 10,206		262.20
2016-03-31	Run 10,118		275.00
2016-03-31	Run 10,147		444.28
2016-03-31	Run 10,160		462.50
2016-03-31	Run 10,124		535.52
2016-03-31	Run 10,089		549.00
2016-03-31	Run 10,102		561.00
2016-03-31	Run 10,226		561.00
2016-03-31	Run 10,232		573.00
2016-03-31	Run 10,094		573.00
2016-03-31	Run 10,134		633.00
2016-03-31	Run 10,068		645.00
2016-03-31	Run 10,144		747.00
2016-03-31	Run 10,137		759.00
2016-03-31	Run 10,223		759.00
2016-03-31	Run 10,225		783.00
2016-03-31	Run 10,174		783.00
2016-03-31	Run 10,215		795.00
2016-03-31	Run 10,136		807.00
2016-03-31	Run 10,100		819.00
2016-03-31	Run 10,216		833.00
2016-03-31	Run 10,120		833.00
2016-03-31	Run 10,167		845.00
2016-03-31	Run 10,173		869.00
2016-03-31	Run 10,208		886.00
2016-03-31	Run 10,168		933.04
2016-03-31	Run 10,088		963.00
2016-04-01	Run 10,253		83.88
2016-04-01	Run 10,249		85.19
2016-04-01	Run 10,275		90.69
2016-04-01	Run 10,241		100.00
2016-04-01	Run 10,295		118.20
2016-04-01	Run 10,251		118.63
2016-04-01	Run 10,344		129.00
2016-04-01	Run 10,271		150.00
2016-04-01	Run 10,302		150.00
2016-04-01	Run 10,409		150.00
2016-04-01	Run 10,269		250.00
2016-04-01	Run 10,274		250.00
2016-04-01	Run 10,349		275.00
2016-04-01	Run 10,288		321.48
2016-04-01	Run 10,334		360.00
2016-04-01	Run 10,292		561.00
2016-04-01	Run 10,340		585.00
2016-04-01	Run 10,308		585.00

Trip Date	#	Customer	Due
2016-04-01	Run 10,316		609.00
2016-04-01	Run 10,255		633.00
2016-04-01	Run 10,248		686.61
2016-04-01	Run 10,296		699.00
2016-04-01	Run 10,268		771.00
2016-04-01	Run 10,243		845.00
2016-04-01	Run 10,410		867.00
2016-04-01	Run 10,319		869.00
2016-04-01	Run 10,348		891.00
2016-04-01	Run 10,314		985.00
2016-04-02	Run 10,343		75.97
2016-04-02	Run 10,365		87.65
2016-04-02	Run 10,463		94.75
2016-04-02	Run 10,411		100.00
2016-04-02	Run 10,435		110.00
2016-04-02	Run 10,510		150.00
2016-04-02	Run 10,372		150.00
2016-04-02	Run 10,397		150.00
2016-04-02	Run 10,427		250.00
2016-04-02	Run 10,446		250.00
2016-04-02	Run 10,379		549.00
2016-04-02	Run 10,399		549.00
2016-04-02	Run 10,356		549.00
2016-04-02	Run 10,465		549.00
2016-04-02	Run 10,459		573.00
2016-04-02	Run 10,381		609.00
2016-04-02	Run 10,466		609.00
2016-04-02	Run 10,439		621.00
2016-04-02	Run 10,402		769.00
2016-04-02	Run 10,362		781.00
2016-04-02	Run 10,454		819.00
2016-04-02	Run 10,453		843.00
2016-04-03	Run 10,531		20.00
2016-04-03	Run 10,541		93.15
2016-04-03	Run 10,521		110.00
2016-04-03	Run 10,517		158.25
2016-04-03	Run 10,549		250.00
2016-04-03	Run 10,481		250.00
2016-04-03	Run 10,508		474.13
2016-04-03	Run 10,462		543.00
2016-04-03	Run 10,568		549.00
2016-04-03	Run 10,522		771.00
2016-04-03	Run 10,558		781.00
2016-04-03	Run 10,492		783.00
2016-04-03	Run 10,477		793.00
2016-04-03	Run 10,599		813.00
2016-04-03	Run 10,456		819.00
2016-04-03	Run 10,474		819.00
2016-04-03	Run 10,451		819.00
2016-04-03	Run 10,467		831.00
2016-04-03	Run 10,491		843.00
2016-04-03	Run 10,559		857.00
2016-04-03	Run 10,528		867.00
2016-04-03	Run 10,482		869.00
2016-04-04	Run 10,643		78.86
2016-04-04	Run 10,611		86.92
2016-04-04	Run 10,628		150.00
2016-04-04	Run 10,669		150.00
2016-04-04	Run 10,620		250.00
2016-04-04	Run 10,648		250.00
2016-04-04	Run 10,668		275.00

Trip Date	#	Customer	Due
2016-04-04	Run 10,619		332.05
2016-04-04	Run 10,621		457.33
2016-04-04	Run 10,680		465.78
2016-04-04	Run 10,596		489.58
2016-04-04	Run 10,637		537.00
2016-04-04	Run 10,689		537.00
2016-04-04	Run 10,644		633.00
2016-04-04	Run 10,639		657.00
2016-04-04	Run 10,613		693.00
2016-04-04	Run 10,692		709.00
2016-04-04	Run 10,667		729.00
2016-04-04	Run 10,674		771.00
2016-04-04	Run 10,563		805.00
2016-04-04	Run 10,597		809.00
2016-04-04	Run 10,670		817.00
2016-04-04	Run 10,691		855.00
2016-04-04	Run 10,661		857.00
2016-04-04	Run 10,641		891.00
2016-04-04	Run 10,633		1,023.00
2016-04-05	Run 10,800		68.11
2016-04-05	Run 10,815		70.75
2016-04-05	Run 10,712		86.06
2016-04-05	Run 10,745		87.65
2016-04-05	Run 10,770		88.81
2016-04-05	Run 10,786		88.95
2016-04-05	Run 10,812		123.00
2016-04-05	Run 10,768		147.75
2016-04-05	Run 10,794		150.00
2016-04-05	Run 10,792		150.00
2016-04-05	Run 10,704		150.00
2016-04-05	Run 10,686		150.00
2016-04-05	Run 10,717		150.00
2016-04-05	Run 10,771		150.00
2016-04-05	Run 10,775		150.00
2016-04-05	Run 10,707		250.00
2016-04-05	Run 10,710		250.00
2016-04-05	Run 10,741		250.00
2016-04-05	Run 10,744		250.00
2016-04-05	Run 10,728		300.00
2016-04-05	Run 10,802		549.00
2016-04-05	Run 10,780		709.00
2016-04-05	Run 10,742		757.00
2016-04-05	Run 10,743		759.00
2016-04-05	Run 10,801		759.00
2016-04-05	Run 10,795		831.00
2016-04-05	Run 10,733		833.00
2016-04-05	Run 10,764		855.00
2016-04-05	Run 10,687		917.00
2016-04-06	Run 10,818		24.93
2016-04-06	Run 10,877		150.00
2016-04-06	Run 10,920		250.00
2016-04-06	Run 10,915		300.00
2016-04-06	Run 10,931		352.50
2016-04-06	Run 10,805		409.73
2016-04-06	Run 10,796		537.00
2016-04-06	Run 10,810		537.00
2016-04-06	Run 10,825		561.00
2016-04-06	Run 10,899		597.00
2016-04-06	Run 10,813		621.00
2016-04-06	Run 10,862		697.00
2016-04-06	Run 10,849		716.78

Trip Date	#	Customer	Due
2016-04-06	Run 10,914		783.00
2016-04-06	Run 10,859		797.00
2016-04-06	Run 10,905		807.00
2016-04-06	Run 10,858		807.00
2016-04-06	Run 10,924		821.00
2016-04-06	Run 10,807		831.00
2016-04-06	Run 10,863		831.00
2016-04-06	Run 10,883		867.00
2016-04-06	Run 10,911		867.00
2016-04-06	Run 10,898		941.00
2016-04-07	Run 10,994		78.43
2016-04-07	Run 11,036		87.21
2016-04-07	Run 11,054		150.00
2016-04-07	Run 10,928		150.00
2016-04-07	Run 11,008		150.00
2016-04-07	Run 11,057		150.00
2016-04-07	Run 11,009		176.61
2016-04-07	Run 11,041		200.00
2016-04-07	Run 10,967		275.00
2016-04-07	Run 11,038		300.00
2016-04-07	Run 11,021		423.52
2016-04-07	Run 11,011		537.00
2016-04-07	Run 10,968		549.00
2016-04-07	Run 10,916		561.00
2016-04-07	Run 11,016		573.00
2016-04-07	Run 11,043		573.00
2016-04-07	Run 11,066		597.00
2016-04-07	Run 10,975		597.00
2016-04-07	Run 11,020		697.00
2016-04-07	Run 10,976		721.00
2016-04-07	Run 10,990		733.00
2016-04-07	Run 10,917		757.00
2016-04-07	Run 10,979		759.00
2016-04-07	Run 11,015		759.00
2016-04-07	Run 11,030		771.00
2016-04-07	Run 11,040		795.00
2016-04-07	Run 10,991		807.00
2016-04-07	Run 10,978		807.00
2016-04-07	Run 10,981		819.00
2016-04-07	Run 10,955		927.00
2016-04-07	Run 11,053		953.00
2016-04-07	Run 10,980		987.00
2016-04-08	Run 11,106		86.78
2016-04-08	Run 11,157		97.78
2016-04-08	Run 11,121		100.00
2016-04-08	Run 11,131		146.74
2016-04-08	Run 11,166		150.00
2016-04-08	Run 11,124		171.00
2016-04-08	Run 11,155		250.00
2016-04-08	Run 11,078		283.46
2016-04-08	Run 11,072		392.18
2016-04-08	Run 11,051		449.12
2016-04-08	Run 11,116		469.12
2016-04-08	Run 11,101		507.79
2016-04-08	Run 11,094		541.00
2016-04-08	Run 11,136		549.00
2016-04-08	Run 11,150		549.00
2016-04-08	Run 11,110		561.00
2016-04-08	Run 11,140		585.00
2016-04-08	Run 11,139		633.00
2016-04-08	Run 11,074		673.00

Trip Date	#	Customer	Due
2016-04-08	Run 11,091		697.00
2016-04-08	Run 11,109		729.00
2016-04-08	Run 11,061		747.00
2016-04-08	Run 11,079		759.00
2016-04-08	Run 11,145		771.00
2016-04-08	Run 11,149		783.00
2016-04-08	Run 11,170		821.00
2016-04-08	Run 11,107		831.00
2016-04-08	Run 11,076		845.00
2016-04-08	Run 11,134		881.00
2016-04-08	Run 11,092		881.00
2016-04-09	Run 11,249		20.00
2016-04-09	Run 11,209		84.17
2016-04-09	Run 11,238		87.21
2016-04-09	Run 11,213		94.45
2016-04-09	Run 11,267		126.60
2016-04-09	Run 11,215		200.00
2016-04-09	Run 11,228		225.00
2016-04-09	Run 11,176		250.00
2016-04-09	Run 11,212		250.00
2016-04-09	Run 11,239		275.00
2016-04-09	Run 11,224		292.42
2016-04-09	Run 11,225		300.00
2016-04-09	Run 11,194		300.00
2016-04-09	Run 11,208		561.00
2016-04-09	Run 11,160		657.00
2016-04-09	Run 11,199		747.00
2016-04-09	Run 11,235		771.00
2016-04-09	Run 11,262		783.00
2016-04-09	Run 11,268		795.00
2016-04-09	Run 11,254		821.00
2016-04-09	Run 11,283		836.00
2016-04-09	Run 11,266		843.00
2016-04-09	Run 11,173		867.00
2016-04-10	Run 11,242		78.90
2016-04-10	Run 11,376		93.44
2016-04-10	Run 11,324		93.88
2016-04-10	Run 11,370		95.76
2016-04-10	Run 11,301		150.00
2016-04-10	Run 11,332		150.00
2016-04-10	Run 11,335		150.00
2016-04-10	Run 11,337		225.00
2016-04-10	Run 11,323		250.00
2016-04-10	Run 11,293		250.00
2016-04-10	Run 11,306		250.00
2016-04-10	Run 11,308		333.46
2016-04-10	Run 11,313		521.66
2016-04-10	Run 11,380		549.00
2016-04-10	Run 11,309		549.00
2016-04-10	Run 11,243		579.00
2016-04-10	Run 11,351		585.00
2016-04-10	Run 11,310		597.00
2016-04-10	Run 11,405		597.00
2016-04-10	Run 11,280		658.00
2016-04-10	Run 11,366		721.00
2016-04-10	Run 12,418		738.22
2016-04-10	Run 11,289		759.00
2016-04-10	Run 11,363		783.00
2016-04-10	Run 11,317		807.00
2016-04-10	Run 11,311		807.00
2016-04-10	Run 11,305		819.00

Trip Date	#	Customer	Due
2016-04-10	Run 11,358		843.00
2016-04-10	Run 11,315		855.00
2016-04-10	Run 11,327		881.00
2016-04-11	Run 11,480		73.36
2016-04-11	Run 11,450		74.65
2016-04-11	Run 11,416		84.03
2016-04-11	Run 11,387		87.36
2016-04-11	Run 11,492		88.37
2016-04-11	Run 11,448		88.85
2016-04-11	Run 11,433		90.54
2016-04-11	Run 11,470		93.01
2016-04-11	Run 11,486		93.73
2016-04-11	Run 11,485		150.00
2016-04-11	Run 11,474		225.00
2016-04-11	Run 11,481		250.00
2016-04-11	Run 11,464		250.00
2016-04-11	Run 11,409		250.00
2016-04-11	Run 11,393		275.00
2016-04-11	Run 11,398		300.69
2016-04-11	Run 11,413		366.78
2016-04-11	Run 11,510		420.82
2016-04-11	Run 11,439		453.94
2016-04-11	Run 11,394		537.00
2016-04-11	Run 11,601		561.00
2016-04-11	Run 11,514		573.00
2016-04-11	Run 11,445		669.00
2016-04-11	Run 11,402		745.00
2016-04-11	Run 11,383		759.00
2016-04-11	Run 11,465		771.00
2016-04-11	Run 11,401		783.00
2016-04-11	Run 12,420		845.00
2016-04-11	Run 11,396		857.00
2016-04-11	Run 11,425		869.00
2016-04-11	Run 11,489		893.00
2016-04-11	Run 11,496		897.00
2016-04-11	Run 11,407		910.00
2016-04-12	Run 11,561		7.70
2016-04-12	Run 11,503		57.01
2016-04-12	Run 11,511		80.75
2016-04-12	Run 11,570		85.33
2016-04-12	Run 11,544		88.52
2016-04-12	Run 11,575		93.44
2016-04-12	Run 11,538		110.92
2016-04-12	Run 11,609		128.85
2016-04-12	Run 11,587		150.00
2016-04-12	Run 11,627		225.00
2016-04-12	Run 11,605		250.00
2016-04-12	Run 11,600		300.00
2016-04-12	Run 11,493		549.00
2016-04-12	Run 11,638		573.00
2016-04-12	Run 11,624		585.00
2016-04-12	Run 11,630		585.00
2016-04-12	Run 11,556		609.00
2016-04-12	Run 11,606		637.37
2016-04-12	Run 11,602		721.00
2016-04-12	Run 11,620		721.00
2016-04-12	Run 11,558		733.00
2016-04-12	Run 11,581		747.00
2016-04-12	Run 11,584		771.00
2016-04-12	Run 11,536		771.00
2016-04-12	Run 11,571		795.00

Trip Date	#	Customer	Due
2016-04-12	Run 11,504		807.00
2016-04-12	Run 11,573		819.00
2016-04-12	Run 11,550		845.00
2016-04-13	Run 11,689		71.62
2016-04-13	Run 11,672		83.88
2016-04-13	Run 11,707		86.64
2016-04-13	Run 11,675		99.09
2016-04-13	Run 11,731		100.00
2016-04-13	Run 11,745		101.40
2016-04-13	Run 11,626		150.00
2016-04-13	Run 11,673		300.00
2016-04-13	Run 11,642		300.00
2016-04-13	Run 11,664		585.00
2016-04-13	Run 11,674		591.00
2016-04-13	Run 11,700		597.00
2016-04-13	Run 11,719		733.00
2016-04-13	Run 11,730		793.00
2016-04-13	Run 11,633		805.00
2016-04-13	Run 11,646		807.00
2016-04-13	Run 11,729		821.00
2016-04-13	Run 11,622		886.00
2016-04-14	Run 11,845		76.69
2016-04-14	Run 11,813		87.79
2016-04-14	Run 11,764		146.25
2016-04-14	Run 11,788		250.00
2016-04-14	Run 11,721		250.00
2016-04-14	Run 11,832		250.00
2016-04-14	Run 11,799		250.00
2016-04-14	Run 11,825		534.05
2016-04-14	Run 11,860		597.00
2016-04-14	Run 11,793		645.00
2016-04-14	Run 11,839		733.00
2016-04-14	Run 11,758		733.00
2016-04-14	Run 11,771		795.00
2016-04-14	Run 11,848		795.00
2016-04-14	Run 11,840		797.00
2016-04-14	Run 11,743		797.00
2016-04-14	Run 11,804		879.00
2016-04-15	Run 11,926		58.50
2016-04-15	Run 11,952		77.13
2016-04-15	Run 11,888		80.60
2016-04-15	Run 11,856		83.88
2016-04-15	Run 11,959		150.00
2016-04-15	Run 11,975		150.00
2016-04-15	Run 11,870		150.00
2016-04-15	Run 11,924		150.00
2016-04-15	Run 11,964		150.00
2016-04-15	Run 11,911		150.00
2016-04-15	Run 11,863		150.75
2016-04-15	Run 11,913		189.12
2016-04-15	Run 11,914		300.00
2016-04-15	Run 11,917		561.00
2016-04-15	Run 11,831		585.00
2016-04-15	Run 11,829		585.00
2016-04-15	Run 11,935		649.00
2016-04-15	Run 11,880		759.00
2016-04-15	Run 11,957		783.00
2016-04-15	Run 11,928		833.00
2016-04-15	Run 11,901		845.00
2016-04-15	Run 11,894		857.00
2016-04-15	Run 11,886		869.00

Trip Date	#	Customer	Due
2016-04-15	Run 11,883		905.00
2016-04-16	Run 12,008		60.90
2016-04-16	Run 11,977		76.26
2016-04-16	Run 12,056		89.82
2016-04-16	Run 12,061		111.60
2016-04-16	Run 12,059		111.60
2016-04-16	Run 12,053		300.00
2016-04-16	Run 11,979		307.00
2016-04-16	Run 12,032		382.39
2016-04-16	Run 12,063		549.00
2016-04-16	Run 11,994		609.00
2016-04-16	Run 12,038		609.00
2016-04-16	Run 12,000		645.00
2016-04-16	Run 12,002		705.00
2016-04-16	Run 12,018		709.00
2016-04-16	Run 12,014		717.00
2016-04-16	Run 12,069		747.00
2016-04-16	Run 12,033		757.00
2016-04-16	Run 12,057		771.00
2016-04-16	Run 11,946		771.00
2016-04-16	Run 12,009		781.00
2016-04-16	Run 12,010		783.00
2016-04-16	Run 12,039		809.00
2016-04-16	Run 12,073		881.00
2016-04-16	Run 12,012		917.00
2016-04-16	Run 12,134		1,045.00
2016-04-17	Run 12,095		86.78
2016-04-17	Run 12,144		91.12
2016-04-17	Run 12,110		100.00
2016-04-17	Run 12,120		108.02
2016-04-17	Run 12,163		150.00
2016-04-17	Run 12,157		150.00
2016-04-17	Run 12,162		156.60
2016-04-17	Run 12,089		300.00
2016-04-17	Run 12,116		323.94
2016-04-17	Run 12,140		573.00
2016-04-17	Run 12,136		573.00
2016-04-17	Run 12,141		573.00
2016-04-17	Run 12,100		609.00
2016-04-17	Run 12,147		757.00
2016-04-17	Run 12,071		759.00
2016-04-17	Run 12,109		783.00
2016-04-17	Run 12,176		807.00
2016-04-17	Run 12,126		821.00
2016-04-17	Run 12,099		831.00
2016-04-17	Run 12,070		831.00
2016-04-17	Run 12,174		869.00
2016-04-18	Run 12,254		84.32
2016-04-18	Run 12,311		84.75
2016-04-18	Run 12,276		86.20
2016-04-18	Run 12,258		87.79
2016-04-18	Run 12,227		90.83
2016-04-18	Run 12,281		90.98
2016-04-18	Run 12,298		99.52
2016-04-18	Run 12,214		111.75
2016-04-18	Run 12,240		146.74
2016-04-18	Run 12,312		150.00
2016-04-18	Run 12,300		181.95
2016-04-18	Run 12,177		275.00
2016-04-18	Run 12,304		275.00
2016-04-18	Run 12,313		383.46

Trip Date	#	Customer	Due
2016-04-18	Run 12,289		549.00
2016-04-18	Run 12,186		597.00
2016-04-18	Run 12,180		621.00
2016-04-18	Run 12,259		645.00
2016-04-18	Run 12,270		645.00
2016-04-18	Run 12,290		709.00
2016-04-18	Run 12,292		745.00
2016-04-18	Run 12,252		747.00
2016-04-18	Run 12,255		747.00
2016-04-18	Run 12,231		769.98
2016-04-18	Run 12,234		795.00
2016-04-18	Run 12,220		869.00
2016-04-18	Run 12,173		903.00
2016-04-18	Run 12,216		905.00
2016-04-19	Run 12,399		64.50
2016-04-19	Run 12,329		70.00
2016-04-19	Run 12,366		87.12
2016-04-19	Run 12,383		87.50
2016-04-19	Run 12,317		92.57
2016-04-19	Run 12,348		116.14
2016-04-19	Run 12,356		118.20
2016-04-19	Run 12,387		129.40
2016-04-19	Run 12,394		150.00
2016-04-19	Run 12,369		160.00
2016-04-19	Run 12,390		537.00
2016-04-19	Run 12,361		597.00
2016-04-19	Run 12,326		747.00
2016-04-19	Run 12,365		759.00
2016-04-19	Run 12,377		771.00
2016-04-19	Run 12,405		771.00
2016-04-19	Run 12,374		833.00
2016-04-19	Run 12,392		855.00
2016-04-20	Run 12,526		92.72
2016-04-20	Run 12,444		101.98
2016-04-20	Run 12,453		129.42
2016-04-20	Run 12,459		150.00
2016-04-20	Run 12,524		300.00
2016-04-20	Run 12,531		300.00
2016-04-20	Run 12,505		549.00
2016-04-20	Run 12,431		561.00
2016-04-20	Run 12,503		599.00
2016-04-20	Run 12,476		609.00
2016-04-20	Run 12,492		672.18
2016-04-20	Run 12,451		758.00
2016-04-20	Run 12,509		769.00
2016-04-20	Run 12,493		771.00
2016-04-20	Run 12,489		795.00
2016-04-20	Run 12,439		795.00
2016-04-20	Run 12,467		831.00
2016-04-20	Run 12,409		843.00
2016-04-20	Run 12,525		879.00
2016-04-20	Run 12,414		953.00
2016-04-20	Run 12,484		985.00
2016-04-21	Run 12,564		73.65
2016-04-21	Run 12,532		84.37
2016-04-21	Run 12,561		84.61
2016-04-21	Run 12,548		86.64
2016-04-21	Run 12,568		87.62
2016-04-21	Run 12,605		88.95
2016-04-21	Run 12,581		93.59
2016-04-21	Run 12,560		100.00

Trip Date	#	Customer	Due
2016-04-21	Run 12,634		116.23
2016-04-21	Run 12,607		150.00
2016-04-21	Run 12,576		150.00
2016-04-21	Run 12,533		150.00
2016-04-21	Run 12,541		150.00
2016-04-21	Run 12,616		212.70
2016-04-21	Run 12,546		249.40
2016-04-21	Run 12,644		250.00
2016-04-21	Run 12,536		300.00
2016-04-21	Run 12,537		300.00
2016-04-21	Run 12,604		537.00
2016-04-21	Run 12,600		549.00
2016-04-21	Run 12,586		561.00
2016-04-21	Run 12,573		597.00
2016-04-21	Run 12,648		609.00
2016-04-21	Run 12,549		657.00
2016-04-21	Run 12,574		795.00
2016-04-21	Run 12,545		807.00
2016-04-21	Run 12,588		821.00
2016-04-21	Run 12,647		893.00
2016-04-21	Run 12,569		927.00
2016-04-22	Run 12,680		86.64
2016-04-22	Run 12,685		90.26
2016-04-22	Run 12,704		107.05
2016-04-22	Run 12,670		110.53
2016-04-22	Run 12,654		145.42
2016-04-22	Run 12,662		150.00
2016-04-22	Run 12,627		150.00
2016-04-22	Run 12,636		225.00
2016-04-22	Run 12,716		250.00
2016-04-22	Run 12,625		250.00
2016-04-22	Run 12,699		300.00
2016-04-22	Run 12,692		300.00
2016-04-22	Run 12,652		333.46
2016-04-22	Run 12,690		425.40
2016-04-22	Run 12,651		537.00
2016-04-22	Run 12,729		537.00
2016-04-22	Run 12,745		561.00
2016-04-22	Run 12,640		573.00
2016-04-22	Run 12,653		573.00
2016-04-22	Run 12,700		583.00
2016-04-22	Run 12,730		747.00
2016-04-22	Run 12,668		759.00
2016-04-22	Run 12,711		783.00
2016-04-22	Run 12,731		783.00
2016-04-22	Run 12,719		855.00
2016-04-22	Run 12,780		893.00
2016-04-23	Run 12,840		88.37
2016-04-23	Run 12,825		100.54
2016-04-23	Run 12,768		150.00
2016-04-23	Run 12,822		150.00
2016-04-23	Run 12,803		150.00
2016-04-23	Run 12,761		150.00
2016-04-23	Run 12,804		150.00
2016-04-23	Run 12,845		150.00
2016-04-23	Run 12,824		250.00
2016-04-23	Run 12,770		250.00
2016-04-23	Run 12,771		300.00
2016-04-23	Run 12,813		561.00
2016-04-23	Run 12,829		733.00
2016-04-23	Run 12,832		759.00

Trip Date	#	Customer	Due
2016-04-23	Run 12,827		807.00
2016-04-23	Run 12,781		843.00
2016-04-23	Run 12,759		857.00
2016-04-23	Run 12,724		865.00
2016-04-23	Run 12,766		879.00
2016-04-23	Run 12,820		953.00
2016-04-23	Run 12,718		1,088.00
2016-04-24	Run 12,960		33.54
2016-04-24	Run 12,865		85.19
2016-04-24	Run 12,933		144.70
2016-04-24	Run 12,853		150.00
2016-04-24	Run 12,894		150.00
2016-04-24	Run 12,881		200.00
2016-04-24	Run 12,858		229.25
2016-04-24	Run 12,887		250.00
2016-04-24	Run 12,860		250.00
2016-04-24	Run 12,906		275.00
2016-04-24	Run 12,855		333.46
2016-04-24	Run 12,833		514.73
2016-04-24	Run 12,883		561.00
2016-04-24	Run 12,917		585.00
2016-04-24	Run 12,861		593.85
2016-04-24	Run 12,842		683.46
2016-04-24	Run 12,874		745.00
2016-04-24	Run 12,863		771.00
2016-04-24	Run 12,836		781.00
2016-04-24	Run 12,862		783.00
2016-04-24	Run 12,908		795.00
2016-04-24	Run 12,886		821.00
2016-04-24	Run 12,859		821.00
2016-04-24	Run 12,823		843.00
2016-04-24	Run 12,884		845.00
2016-04-24	Run 12,929		857.00
2016-04-24	Run 12,942		879.00
2016-04-24	Run 12,891		893.00
2016-04-24	Run 12,931		922.00
2016-04-24	Run 12,947		973.00
2016-04-25	Run 12,954		55.71
2016-04-25	Run 12,967		86.06
2016-04-25	Run 12,996		92.14
2016-04-25	Run 12,965		93.44
2016-04-25	Run 12,943		93.59
2016-04-25	Run 12,995		97.64
2016-04-25	Run 13,033		120.24
2016-04-25	Run 13,025		148.77
2016-04-25	Run 12,989		150.00
2016-04-25	Run 13,298		150.00
2016-04-25	Run 12,956		150.00
2016-04-25	Run 12,944		250.00
2016-04-25	Run 13,013		250.00
2016-04-25	Run 13,028		250.00
2016-04-25	Run 13,000		250.00
2016-04-25	Run 13,031		275.00
2016-04-25	Run 13,040		338.22
2016-04-25	Run 12,979		537.00
2016-04-25	Run 13,009		549.00
2016-04-25	Run 13,037		561.00
2016-04-25	Run 13,042		561.00
2016-04-25	Run 13,056		573.00
2016-04-25	Run 13,017		587.00
2016-04-25	Run 12,997		621.00

Trip Date	#	Customer	Due
2016-04-25	Run 13,067		771.00
2016-04-25	Run 13,011		797.00
2016-04-25	Run 13,062		819.00
2016-04-25	Run 12,940		833.00
2016-04-25	Run 13,041		872.00
2016-04-25	Run 13,046		951.00
2016-04-26	Run 13,121		20.00
2016-04-26	Run 13,135		21.76
2016-04-26	Run 13,160		74.08
2016-04-26	Run 13,109		88.08
2016-04-26	Run 13,108		88.81
2016-04-26	Run 13,094		92.86
2016-04-26	Run 13,155		94.45
2016-04-26	Run 13,137		95.76
2016-04-26	Run 13,101		126.60
2016-04-26	Run 13,151		150.00
2016-04-26	Run 13,148		175.00
2016-04-26	Run 13,104		225.00
2016-04-26	Run 13,102		250.00
2016-04-26	Run 13,065		370.49
2016-04-26	Run 13,096		478.59
2016-04-26	Run 13,114		657.00
2016-04-26	Run 13,133		681.00
2016-04-26	Run 13,286		697.00
2016-04-26	Run 13,132		733.00
2016-04-26	Run 13,150		747.00
2016-04-26	Run 13,105		759.00
2016-04-26	Run 13,116		795.00
2016-04-26	Run 13,113		867.00
2016-04-26	Run 13,043		881.00
2016-04-27	Run 13,161		86.78
2016-04-27	Run 13,205		89.53
2016-04-27	Run 13,201		93.88
2016-04-27	Run 13,180		142.24
2016-04-27	Run 13,274		150.00
2016-04-27	Run 13,167		150.00
2016-04-27	Run 13,272		150.00
2016-04-27	Run 13,196		250.00
2016-04-27	Run 13,193		250.00
2016-04-27	Run 13,278		275.00
2016-04-27	Run 13,207		300.00
2016-04-27	Run 13,182		300.00
2016-04-27	Run 13,188		414.76
2016-04-27	Run 13,237		573.00
2016-04-27	Run 13,162		573.00
2016-04-27	Run 13,282		603.00
2016-04-27	Run 13,242		609.00
2016-04-27	Run 13,291		621.00
2016-04-27	Run 13,231		633.00
2016-04-27	Run 13,238		712.02
2016-04-27	Run 13,275		759.00
2016-04-27	Run 13,222		771.00
2016-04-27	Run 13,158		783.00
2016-04-27	Run 13,258		797.00
2016-04-27	Run 13,277		869.00
2016-04-27	Run 13,240		893.00
2016-04-28	Run 13,627		20.00
2016-04-28	Run 13,405		75.97
2016-04-28	Run 13,318		86.06
2016-04-28	Run 13,628		89.10
2016-04-28	Run 13,357		90.69

Trip Date	#	Customer	Due
2016-04-28	Run 13,319		93.88
2016-04-28	Run 13,363		103.00
2016-04-28	Run 13,331		119.40
2016-04-28	Run 13,335		146.74
2016-04-28	Run 13,370		150.00
2016-04-28	Run 13,328		275.00
2016-04-28	Run 13,378		275.00
2016-04-28	Run 13,404		300.00
2016-04-28	Run 13,323		437.54
2016-04-28	Run 13,348		549.00
2016-04-28	Run 13,264		561.00
2016-04-28	Run 13,393		621.00
2016-04-28	Run 13,365		747.00
2016-04-28	Run 13,360		747.00
2016-04-28	Run 13,320		759.00
2016-04-28	Run 13,364		771.00
2016-04-28	Run 13,276		783.00
2016-04-28	Run 13,266		783.00
2016-04-28	Run 13,304		809.00
2016-04-28	Run 13,326		821.00
2016-04-28	Run 13,315		821.00
2016-04-28	Run 13,295		833.00
2016-04-29	Run 13,473		59.04
2016-04-29	Run 13,462		91.85
2016-04-29	Run 13,449		92.14
2016-04-29	Run 13,444		100.00
2016-04-29	Run 13,440		100.00
2016-04-29	Run 13,467		101.26
2016-04-29	Run 13,422		105.31
2016-04-29	Run 13,485		150.00
2016-04-29	Run 13,448		150.00
2016-04-29	Run 13,456		179.60
2016-04-29	Run 13,492		225.00
2016-04-29	Run 13,455		225.00
2016-04-29	Run 13,385		250.00
2016-04-29	Run 13,435		250.00
2016-04-29	Run 13,433		250.00
2016-04-29	Run 13,411		250.00
2016-04-29	Run 13,408		255.76
2016-04-29	Run 13,513		537.00
2016-04-29	Run 13,511		561.00
2016-04-29	Run 13,471		573.00
2016-04-29	Run 13,524		669.00
2016-04-29	Run 13,431		771.00
2016-04-29	Run 13,489		797.00
2016-04-29	Run 13,452		809.00
2016-04-29	Run 13,425		833.00
2016-04-29	Run 13,491		879.00
2016-04-29	Run 13,451		999.00
2016-04-30	Run 13,540		84.32
2016-04-30	Run 13,601		85.81
2016-04-30	Run 13,588		88.08
2016-04-30	Run 13,556		90.40
2016-04-30	Run 13,568		97.93
2016-04-30	Run 13,501		100.68
2016-04-30	Run 13,535		150.00
2016-04-30	Run 13,551		150.00
2016-04-30	Run 13,555		250.00
2016-04-30	Run 13,581		250.00
2016-04-30	Run 13,571		275.00
2016-04-30	Run 13,520		561.00

Trip Date	#	Customer	Due
2016-04-30	Run 13,576		659.00
2016-04-30	Run 13,589		697.00
2016-04-30	Run 13,545		759.00
2016-04-30	Run 13,570		771.00
2016-04-30	Run 13,593		807.00
2016-04-30	Run 13,641		821.00
2016-04-30	Run 13,565		833.00
2016-04-30	Run 13,562		855.00
2016-04-30	Run 13,548		881.00
2016-04-30	Run 13,507		965.00
2016-05-01	Run 13,683		92.72
2016-05-01	Run 13,604		93.30
2016-05-01	Run 13,678		100.00
2016-05-01	Run 13,661		150.00
2016-05-01	Run 13,599		150.00
2016-05-01	Run 13,637		200.00
2016-05-01	Run 13,672		250.00
2016-05-01	Run 13,668		250.00
2016-05-01	Run 13,649		250.00
2016-05-01	Run 13,617		499.39
2016-05-01	Run 13,616		549.00
2016-05-01	Run 13,636		549.00
2016-05-01	Run 13,662		633.00
2016-05-01	Run 13,646		677.75
2016-05-01	Run 13,626		771.00
2016-05-01	Run 13,638		795.00
2016-05-01	Run 13,608		807.00
2016-05-01	Run 13,650		821.00
2016-05-01	Run 13,673		953.00
2016-05-02	Run 13,760		49.42
2016-05-02	Run 13,725		85.04
2016-05-02	Run 13,702		85.19
2016-05-02	Run 13,786		91.99
2016-05-02	Run 13,764		108.07
2016-05-02	Run 13,793		150.00
2016-05-02	Run 13,770		250.00
2016-05-02	Run 13,788		275.00
2016-05-02	Run 13,703		537.00
2016-05-02	Run 13,719		549.00
2016-05-02	Run 13,730		561.00
2016-05-02	Run 13,755		783.00
2016-05-02	Run 13,780		819.00
2016-05-02	Run 13,737		867.00
2016-05-03	Run 13,857		87.79
2016-05-03	Run 13,842		100.10
2016-05-03	Run 13,787		110.00
2016-05-03	Run 13,894		150.00
2016-05-03	Run 13,800		250.00
2016-05-03	Run 13,854		250.00
2016-05-03	Run 13,817		250.00
2016-05-03	Run 13,878		250.00
2016-05-03	Run 13,874		250.00
2016-05-03	Run 13,914		250.00
2016-05-03	Run 13,852		250.00
2016-05-03	Run 13,858		275.00
2016-05-03	Run 13,988		275.00
2016-05-03	Run 13,869		300.00
2016-05-03	Run 13,856		549.00
2016-05-03	Run 13,811		609.00
2016-05-03	Run 13,887		621.00
2016-05-03	Run 13,898		729.00

Trip Date	#	Customer	Due
2016-05-03	Run 13,834		747.00
2016-05-03	Run 13,809		747.00
2016-05-03	Run 13,814		857.00
2016-05-03	Run 13,849		879.00
2016-05-03	Run 13,831		893.00
2016-05-04	Run 13,972		20.00
2016-05-04	Run 13,916		88.23
2016-05-04	Run 14,037		88.66
2016-05-04	Run 13,893		93.30
2016-05-04	Run 13,975		99.96
2016-05-04	Run 13,978		100.00
2016-05-04	Run 13,938		104.01
2016-05-04	Run 13,942		112.20
2016-05-04	Run 14,034		138.60
2016-05-04	Run 13,991		150.00
2016-05-04	Run 13,941		150.00
2016-05-04	Run 14,013		225.00
2016-05-04	Run 13,944		250.00
2016-05-04	Run 14,032		250.00
2016-05-04	Run 13,957		250.00
2016-05-04	Run 13,940		250.00
2016-05-04	Run 13,920		300.00
2016-05-04	Run 14,022		549.00
2016-05-04	Run 13,904		783.00
2016-05-04	Run 13,970		795.00
2016-05-04	Run 13,939		905.00
2016-05-05	Run 14,138		20.00
2016-05-05	Run 14,068		86.50
2016-05-05	Run 14,176		88.81
2016-05-05	Run 14,049		100.00
2016-05-05	Run 14,145		109.80
2016-05-05	Run 14,054		109.80
2016-05-05	Run 14,630		150.00
2016-05-05	Run 14,114		193.88
2016-05-05	Run 14,082		250.00
2016-05-05	Run 14,129		300.00
2016-05-05	Run 14,083		339.29
2016-05-05	Run 14,059		402.50
2016-05-05	Run 14,087		457.74
2016-05-05	Run 14,061		549.00
2016-05-05	Run 14,111		609.00
2016-05-05	Run 14,056		657.00
2016-05-05	Run 14,077		733.00
2016-05-05	Run 16,296		745.00
2016-05-05	Run 14,139		747.00
2016-05-05	Run 14,071		759.00
2016-05-05	Run 14,097		759.00
2016-05-05	Run 14,109		759.00
2016-05-05	Run 14,155		771.00
2016-05-05	Run 14,099		771.00
2016-05-05	Run 14,141		783.00
2016-05-05	Run 14,135		783.00
2016-05-05	Run 14,175		831.00
2016-05-05	Run 14,105		845.00
2016-05-05	Run 14,074		881.00
2016-05-05	Run 14,127		965.00
2016-05-06	Run 14,226		91.70
2016-05-06	Run 14,194		98.07
2016-05-06	Run 14,196		100.00
2016-05-06	Run 14,256		107.34
2016-05-06	Run 14,170		119.09

Trip Date	#	Customer	Due
2016-05-06	Run 14,307		150.00
2016-05-06	Run 14,152		150.00
2016-05-06	Run 14,206		176.53
2016-05-06	Run 14,247		225.00
2016-05-06	Run 14,190		225.00
2016-05-06	Run 14,151		250.00
2016-05-06	Run 14,265		250.00
2016-05-06	Run 14,207		300.00
2016-05-06	Run 14,181		316.78
2016-05-06	Run 14,220		537.00
2016-05-06	Run 14,184		549.00
2016-05-06	Run 14,172		549.00
2016-05-06	Run 14,191		597.00
2016-05-06	Run 14,267		597.66
2016-05-06	Run 14,250		627.00
2016-05-06	Run 14,203		633.00
2016-05-06	Run 14,202		783.00
2016-05-06	Run 14,264		809.00
2016-05-06	Run 14,275		819.00
2016-05-06	Run 14,257		819.00
2016-05-06	Run 14,262		879.00
2016-05-06	Run 14,289		927.00
2016-05-06	Run 14,260		958.00
2016-05-07	Run 14,304		75.24
2016-05-07	Run 14,335		80.17
2016-05-07	Run 14,416		86.20
2016-05-07	Run 14,387		86.68
2016-05-07	Run 14,360		87.50
2016-05-07	Run 14,395		88.08
2016-05-07	Run 14,352		88.81
2016-05-07	Run 14,324		92.72
2016-05-07	Run 14,346		95.76
2016-05-07	Run 14,394		139.63
2016-05-07	Run 14,366		200.00
2016-05-07	Run 14,326		225.00
2016-05-07	Run 14,384		250.00
2016-05-07	Run 14,331		300.00
2016-05-07	Run 14,303		568.32
2016-05-07	Run 14,402		609.00
2016-05-07	Run 14,358		657.00
2016-05-07	Run 14,266		712.02
2016-05-07	Run 14,295		721.00
2016-05-07	Run 14,316		771.00
2016-05-07	Run 14,297		781.00
2016-05-07	Run 14,793		819.00
2016-05-07	Run 14,345		819.00
2016-05-07	Run 14,343		819.00
2016-05-07	Run 14,408		829.00
2016-05-07	Run 14,488		831.00
2016-05-07	Run 14,378		843.00
2016-05-07	Run 14,293		843.00
2016-05-07	Run 14,328		1,133.00
2016-05-08	Run 14,470		71.04
2016-05-08	Run 14,427		79.01
2016-05-08	Run 14,469		80.60
2016-05-08	Run 14,411		85.19
2016-05-08	Run 14,451		86.39
2016-05-08	Run 14,490		87.79
2016-05-08	Run 14,448		94.31
2016-05-08	Run 14,476		150.00
2016-05-08	Run 14,390		225.00

Trip Date	#	Customer	Due
2016-05-08	Run 14,460		225.00
2016-05-08	Run 14,792		250.00
2016-05-08	Run 14,501		275.00
2016-05-08	Run 14,396		300.00
2016-05-08	Run 14,552		300.00
2016-05-08	Run 14,514		352.50
2016-05-08	Run 14,519		553.40
2016-05-08	Run 14,503		585.00
2016-05-08	Run 14,466		609.00
2016-05-08	Run 14,413		621.00
2016-05-08	Run 14,424		721.00
2016-05-08	Run 14,471		759.00
2016-05-08	Run 14,516		759.00
2016-05-08	Run 14,430		821.00
2016-05-08	Run 14,465		821.00
2016-05-08	Run 14,435		831.00
2016-05-08	Run 14,483		845.00
2016-05-08	Run 14,429		881.00
2016-05-08	Run 14,437		886.51
2016-05-08	Run 14,480		1,049.00
2016-05-09	Run 14,565		76.40
2016-05-09	Run 14,603		83.88
2016-05-09	Run 14,530		84.32
2016-05-09	Run 14,561		94.31
2016-05-09	Run 14,600		94.45
2016-05-09	Run 14,607		150.00
2016-05-09	Run 14,568		150.00
2016-05-09	Run 14,578		150.00
2016-05-09	Run 14,576		150.00
2016-05-09	Run 14,580		220.07
2016-05-09	Run 14,525		228.76
2016-05-09	Run 14,614		250.00
2016-05-09	Run 14,646		250.00
2016-05-09	Run 14,595		300.00
2016-05-09	Run 14,524		400.00
2016-05-09	Run 14,631		609.00
2016-05-09	Run 14,555		621.00
2016-05-09	Run 14,523		681.00
2016-05-09	Run 14,509		681.00
2016-05-09	Run 14,572		693.00
2016-05-09	Run 14,542		709.00
2016-05-09	Run 14,567		721.00
2016-05-09	Run 14,621		721.00
2016-05-09	Run 14,583		759.00
2016-05-09	Run 14,562		771.00
2016-05-09	Run 14,521		807.00
2016-05-09	Run 14,638		974.38
2016-05-09	Run 14,517		994.00
2016-05-10	Run 14,692		50.00
2016-05-10	Run 14,629		83.88
2016-05-10	Run 14,678		96.34
2016-05-10	Run 14,626		101.55
2016-05-10	Run 14,660		102.56
2016-05-10	Run 14,651		150.00
2016-05-10	Run 14,649		150.00
2016-05-10	Run 14,716		150.00
2016-05-10	Run 14,667		250.00
2016-05-10	Run 14,701		250.00
2016-05-10	Run 14,727		250.00
2016-05-10	Run 14,705		250.00
2016-05-10	Run 14,742		250.00

Trip Date	#	Customer	Due
2016-05-10	Run 14,656		250.00
2016-05-10	Run 14,773		531.00
2016-05-10	Run 14,714		561.00
2016-05-10	Run 14,770		561.00
2016-05-10	Run 14,749		597.00
2016-05-10	Run 14,689		797.00
2016-05-10	Run 14,633		819.00
2016-05-10	Run 14,720		867.00
2016-05-10	Run 14,680		891.00
2016-05-10	Run 14,671		927.00
2016-05-11	Run 14,781		60.00
2016-05-11	Run 14,794		143.55
2016-05-11	Run 14,829		150.00
2016-05-11	Run 14,869		150.00
2016-05-11	Run 14,762		150.00
2016-05-11	Run 14,866		183.00
2016-05-11	Run 14,814		225.00
2016-05-11	Run 14,786		300.00
2016-05-11	Run 14,838		557.66
2016-05-11	Run 14,760		573.00
2016-05-11	Run 14,862		609.00
2016-05-11	Run 14,808		672.00
2016-05-11	Run 14,813		709.00
2016-05-11	Run 14,846		730.00
2016-05-11	Run 14,830		771.00
2016-05-11	Run 14,754		783.00
2016-05-11	Run 14,845		793.00
2016-05-11	Run 14,858		797.00
2016-05-11	Run 14,855		845.00
2016-05-11	Run 14,835		869.00
2016-05-11	Run 14,805		975.00
2016-05-12	Run 14,951		57.01
2016-05-12	Run 14,916		85.91
2016-05-12	Run 14,982		89.68
2016-05-12	Run 14,901		90.54
2016-05-12	Run 14,988		100.00
2016-05-12	Run 14,898		100.39
2016-05-12	Run 14,972		134.77
2016-05-12	Run 14,981		250.00
2016-05-12	Run 14,955		250.00
2016-05-12	Run 14,903		250.00
2016-05-12	Run 14,921		250.00
2016-05-12	Run 14,985		275.00
2016-05-12	Run 14,859		275.00
2016-05-12	Run 14,973		300.00
2016-05-12	Run 14,926		561.00
2016-05-12	Run 14,929		585.00
2016-05-12	Run 14,896		759.00
2016-05-12	Run 14,937		783.00
2016-05-12	Run 14,948		831.00
2016-05-12	Run 14,894		831.00
2016-05-12	Run 14,938		941.00
2016-05-13	Run 15,002		74.08
2016-05-13	Run 15,107		78.72
2016-05-13	Run 15,014		80.00
2016-05-13	Run 15,080		87.21
2016-05-13	Run 15,007		88.08
2016-05-13	Run 15,115		99.09
2016-05-13	Run 15,032		119.40
2016-05-13	Run 15,067		150.00
2016-05-13	Run 15,059		250.00

Trip Date	#	Customer	Due
2016-05-13	Run 15,093		300.00
2016-05-13	Run 15,198		561.00
2016-05-13	Run 15,041		573.00
2016-05-13	Run 15,073		573.00
2016-05-13	Run 15,129		673.00
2016-05-13	Run 15,048		697.00
2016-05-13	Run 15,047		747.00
2016-05-13	Run 15,079		747.00
2016-05-13	Run 14,975		757.00
2016-05-13	Run 15,063		759.00
2016-05-13	Run 15,042		771.00
2016-05-13	Run 15,053		783.00
2016-05-13	Run 15,005		833.00
2016-05-13	Run 15,197		833.00
2016-05-13	Run 15,062		857.00
2016-05-13	Run 15,102		915.00
2016-05-14	Run 15,219		75.97
2016-05-14	Run 15,113		89.10
2016-05-14	Run 15,158		111.69
2016-05-14	Run 15,156		137.00
2016-05-14	Run 15,176		150.00
2016-05-14	Run 15,194		150.00
2016-05-14	Run 15,303		150.00
2016-05-14	Run 15,172		150.00
2016-05-14	Run 15,085		189.75
2016-05-14	Run 15,118		200.00
2016-05-14	Run 15,141		230.32
2016-05-14	Run 15,130		250.00
2016-05-14	Run 15,206		288.33
2016-05-14	Run 15,150		549.00
2016-05-14	Run 15,199		585.00
2016-05-14	Run 15,123		597.00
2016-05-14	Run 15,183		649.00
2016-05-14	Run 15,133		657.00
2016-05-14	Run 15,218		657.00
2016-05-14	Run 15,184		709.00
2016-05-14	Run 15,208		747.00
2016-05-14	Run 15,180		747.00
2016-05-14	Run 15,143		759.00
2016-05-14	Run 15,120		759.00
2016-05-14	Run 15,145		783.00
2016-05-14	Run 15,163		795.00
2016-05-14	Run 15,181		795.00
2016-05-14	Run 15,114		807.00
2016-05-14	Run 15,209		807.00
2016-05-14	Run 15,178		833.00
2016-05-14	Run 15,112		833.00
2016-05-14	Run 15,328		867.00
2016-05-14	Run 15,182		874.00
2016-05-14	Run 15,142		879.00
2016-05-15	Run 15,267		87.65
2016-05-15	Run 15,283		150.00
2016-05-15	Run 15,284		151.40
2016-05-15	Run 15,339		200.00
2016-05-15	Run 15,240		275.00
2016-05-15	Run 15,309		275.00
2016-05-15	Run 15,256		300.00
2016-05-15	Run 15,246		300.00
2016-05-15	Run 15,221		378.41
2016-05-15	Run 15,238		477.17
2016-05-15	Run 15,322		514.08

Trip Date	#	Customer	Due
2016-05-15	Run 18,604		537.00
2016-05-15	Run 15,278		549.00
2016-05-15	Run 15,263		564.08
2016-05-15	Run 15,229		573.00
2016-05-15	Run 15,341		609.00
2016-05-15	Run 15,332		657.00
2016-05-15	Run 15,236		661.00
2016-05-15	Run 15,308		687.91
2016-05-15	Run 15,252		697.00
2016-05-15	Run 15,279		759.00
2016-05-15	Run 15,318		795.00
2016-05-15	Run 15,311		797.00
2016-05-15	Run 15,202		821.00
2016-05-15	Run 15,288		862.00
2016-05-15	Run 15,287		961.00
2016-05-16	Run 15,337		84.46
2016-05-16	Run 15,416		91.85
2016-05-16	Run 15,300		98.60
2016-05-16	Run 15,336		250.00
2016-05-16	Run 15,358		250.00
2016-05-16	Run 15,387		332.78
2016-05-16	Run 15,324		361.24
2016-05-16	Run 15,317		414.38
2016-05-16	Run 15,353		549.00
2016-05-16	Run 15,409		549.00
2016-05-16	Run 15,391		585.00
2016-05-16	Run 15,418		609.00
2016-05-16	Run 15,396		621.00
2016-05-16	Run 15,359		633.00
2016-05-16	Run 15,428		721.00
2016-05-16	Run 15,297		733.00
2016-05-16	Run 15,452		759.00
2016-05-16	Run 15,580		807.00
2016-05-16	Run 15,446		809.00
2016-05-16	Run 15,578		831.00
2016-05-16	Run 15,390		833.00
2016-05-16	Run 15,436		963.00
2016-05-16	Run 15,382		973.00
2016-05-17	Run 15,504		84.17
2016-05-17	Run 15,508		84.17
2016-05-17	Run 15,540		89.53
2016-05-17	Run 15,533		92.14
2016-05-17	Run 15,478		150.00
2016-05-17	Run 15,442		150.00
2016-05-17	Run 15,440		217.68
2016-05-17	Run 15,555		275.00
2016-05-17	Run 15,463		300.00
2016-05-17	Run 15,455		379.12
2016-05-17	Run 15,487		537.00
2016-05-17	Run 15,488		573.00
2016-05-17	Run 15,475		585.00
2016-05-17	Run 15,469		597.00
2016-05-17	Run 15,423		633.00
2016-05-17	Run 15,470		709.00
2016-05-17	Run 15,472		753.00
2016-05-17	Run 15,551		759.00
2016-05-17	Run 15,531		783.00
2016-05-17	Run 15,516		807.00
2016-05-17	Run 15,483		833.00
2016-05-17	Run 15,458		838.22
2016-05-17	Run 15,554		905.00

Trip Date	#	Customer	Due
2016-05-17	Run 15,495		951.00
2016-05-18	Run 15,697		85.19
2016-05-18	Run 15,615		90.11
2016-05-18	Run 15,633		150.00
2016-05-18	Run 15,605		150.00
2016-05-18	Run 15,662		150.00
2016-05-18	Run 15,543		150.00
2016-05-18	Run 15,553		161.00
2016-05-18	Run 15,689		200.00
2016-05-18	Run 15,608		200.00
2016-05-18	Run 15,657		250.00
2016-05-18	Run 15,635		537.00
2016-05-18	Run 15,700		561.00
2016-05-18	Run 15,561		573.00
2016-05-18	Run 15,678		573.00
2016-05-18	Run 15,558		747.00
2016-05-18	Run 15,706		771.00
2016-05-18	Run 15,658		771.00
2016-05-18	Run 15,565		783.00
2016-05-18	Run 15,619		801.00
2016-05-18	Run 15,542		807.00
2016-05-18	Run 15,617		877.00
2016-05-18	Run 15,655		879.00
2016-05-18	Run 15,607		881.00
2016-05-18	Run 15,675		905.00
2016-05-18	Run 15,620		915.00
2016-05-19	Run 15,790		76.11
2016-05-19	Run 15,767		84.03
2016-05-19	Run 15,766		87.79
2016-05-19	Run 15,729		88.37
2016-05-19	Run 15,814		96.19
2016-05-19	Run 15,713		96.63
2016-05-19	Run 15,725		141.42
2016-05-19	Run 15,751		150.00
2016-05-19	Run 15,687		150.00
2016-05-19	Run 15,764		200.00
2016-05-19	Run 15,739		300.00
2016-05-19	Run 15,789		549.00
2016-05-19	Run 15,773		554.84
2016-05-19	Run 15,736		561.00
2016-05-19	Run 15,716		585.00
2016-05-19	Run 15,818		645.00
2016-05-19	Run 15,807		733.00
2016-05-19	Run 15,717		747.00
2016-05-19	Run 15,682		809.00
2016-05-19	Run 15,749		821.00
2016-05-19	Run 15,781		831.00
2016-05-19	Run 15,777		867.00
2016-05-19	Run 15,744		869.00
2016-05-19	Run 15,827		1,021.00
2016-05-20	Run 15,872		79.59
2016-05-20	Run 15,834		150.00
2016-05-20	Run 15,826		250.00
2016-05-20	Run 15,782		250.00
2016-05-20	Run 15,866		342.98
2016-05-20	Run 15,883		371.54
2016-05-20	Run 15,876		561.00
2016-05-20	Run 15,821		597.00
2016-05-20	Run 15,908		609.00
2016-05-20	Run 15,888		609.00
2016-05-20	Run 15,794		693.00

Trip Date	#	Customer	Due
2016-05-20	Run 15,843		747.00
2016-05-20	Run 15,847		795.00
2016-05-20	Run 15,871		795.00
2016-05-20	Run 15,895		819.00
2016-05-20	Run 15,828		843.00
2016-05-21	Run 15,974		75.53
2016-05-21	Run 15,893		91.12
2016-05-21	Run 15,983		94.89
2016-05-21	Run 16,025		100.00
2016-05-21	Run 16,162		114.38
2016-05-21	Run 15,926		130.80
2016-05-21	Run 15,990		150.00
2016-05-21	Run 15,927		227.70
2016-05-21	Run 15,973		250.00
2016-05-21	Run 15,928		250.00
2016-05-21	Run 15,986		250.00
2016-05-21	Run 15,934		250.00
2016-05-21	Run 15,971		271.00
2016-05-21	Run 15,918		300.00
2016-05-21	Run 16,130		364.67
2016-05-21	Run 16,064		537.00
2016-05-21	Run 15,975		559.00
2016-05-21	Run 15,967		561.00
2016-05-21	Run 15,922		597.00
2016-05-21	Run 16,036		633.00
2016-05-21	Run 15,882		729.00
2016-05-21	Run 15,985		753.00
2016-05-21	Run 15,984		753.00
2016-05-21	Run 15,966		759.00
2016-05-21	Run 16,031		783.00
2016-05-21	Run 15,957		807.00
2016-05-21	Run 15,960		809.00
2016-05-21	Run 16,019		809.00
2016-05-21	Run 16,003		831.00
2016-05-21	Run 15,996		905.00
2016-05-21	Run 15,940		917.00
2016-05-22	Run 16,102		88.08
2016-05-22	Run 16,039		93.30
2016-05-22	Run 16,047		150.00
2016-05-22	Run 16,210		150.00
2016-05-22	Run 16,048		150.00
2016-05-22	Run 16,077		250.00
2016-05-22	Run 16,089		323.94
2016-05-22	Run 16,075		537.00
2016-05-22	Run 16,121		537.00
2016-05-22	Run 16,111		549.00
2016-05-22	Run 16,063		561.00
2016-05-22	Run 16,061		573.00
2016-05-22	Run 16,096		809.00
2016-05-22	Run 16,080		819.00
2016-05-22	Run 16,093		881.00
2016-05-22	Run 16,085		917.00
2016-05-23	Run 16,178		65.63
2016-05-23	Run 16,157		91.27
2016-05-23	Run 16,146		250.00
2016-05-23	Run 16,141		250.00
2016-05-23	Run 16,169		585.00
2016-05-23	Run 16,136		705.00
2016-05-23	Run 16,144		747.00
2016-05-23	Run 16,152		759.00
2016-05-23	Run 16,206		771.00

Trip Date	#	Customer	Due
2016-05-23	Run 16,148		781.00
2016-05-23	Run 16,219		797.00
2016-05-23	Run 16,217		831.00
2016-05-23	Run 16,197		889.00
2016-05-24	Run 16,258		94.45
2016-05-24	Run 16,213		95.61
2016-05-24	Run 16,285		120.20
2016-05-24	Run 16,220		150.00
2016-05-24	Run 16,311		150.00
2016-05-24	Run 16,330		250.00
2016-05-24	Run 16,281		289.71
2016-05-24	Run 16,232		300.00
2016-05-24	Run 16,290		537.00
2016-05-24	Run 16,262		549.00
2016-05-24	Run 16,278		639.00
2016-05-24	Run 16,277		639.00
2016-05-24	Run 16,256		759.00
2016-05-24	Run 16,227		783.00
2016-05-24	Run 16,223		809.00
2016-05-24	Run 16,412		905.00
2016-05-24	Run 16,313		917.00
2016-05-25	Run 16,406		85.77
2016-05-25	Run 16,570		89.24
2016-05-25	Run 16,567		92.28
2016-05-25	Run 16,413		150.00
2016-05-25	Run 16,449		250.00
2016-05-25	Run 16,437		300.00
2016-05-25	Run 16,435		362.02
2016-05-25	Run 16,455		383.46
2016-05-25	Run 16,404		637.00
2016-05-25	Run 16,350		657.00
2016-05-25	Run 16,401		657.00
2016-05-25	Run 16,349		747.00
2016-05-25	Run 16,431		757.00
2016-05-25	Run 16,388		759.00
2016-05-25	Run 16,344		771.00
2016-05-25	Run 16,351		795.00
2016-05-25	Run 16,358		809.00
2016-05-25	Run 16,316		817.00
2016-05-25	Run 16,341		845.00
2016-05-26	Run 16,505		54.30
2016-05-26	Run 16,454		87.94
2016-05-26	Run 16,458		94.16
2016-05-26	Run 16,504		97.06
2016-05-26	Run 16,485		100.68
2016-05-26	Run 16,486		108.50
2016-05-26	Run 16,528		143.55
2016-05-26	Run 16,419		150.00
2016-05-26	Run 16,481		225.00
2016-05-26	Run 16,514		250.00
2016-05-26	Run 16,498		300.00
2016-05-26	Run 16,479		362.02
2016-05-26	Run 16,482		450.86
2016-05-26	Run 16,480		573.00
2016-05-26	Run 16,442		597.00
2016-05-26	Run 16,532		669.00
2016-05-26	Run 16,446		697.00
2016-05-26	Run 16,533		697.00
2016-05-26	Run 16,512		717.00
2016-05-26	Run 16,510		747.00
2016-05-26	Run 16,508		759.00

Trip Date	#	Customer	Due
2016-05-26	Run 16,571		769.00
2016-05-26	Run 16,535		769.00
2016-05-26	Run 16,531		795.00
2016-05-26	Run 16,494		807.00
2016-05-26	Run 16,493		809.00
2016-05-26	Run 16,450		845.00
2016-05-26	Run 16,490		857.00
2016-05-26	Run 16,499		869.00
2016-05-26	Run 16,461		881.00
2016-05-26	Run 16,487		905.00
2016-05-26	Run 16,557		927.00
2016-05-26	Run 16,520		929.00
2016-05-26	Run 16,438		965.00
2016-05-27	Run 16,599		75.39
2016-05-27	Run 16,625		76.11
2016-05-27	Run 16,576		84.17
2016-05-27	Run 16,639		88.37
2016-05-27	Run 16,663		112.20
2016-05-27	Run 17,095		150.00
2016-05-27	Run 16,578		150.00
2016-05-27	Run 16,662		246.24
2016-05-27	Run 16,634		250.00
2016-05-27	Run 16,620		250.00
2016-05-27	Run 16,622		250.00
2016-05-27	Run 16,585		250.00
2016-05-27	Run 16,564		371.88
2016-05-27	Run 16,633		537.00
2016-05-27	Run 16,561		549.00
2016-05-27	Run 16,600		549.00
2016-05-27	Run 16,580		561.00
2016-05-27	Run 16,590		573.00
2016-05-27	Run 16,574		573.00
2016-05-27	Run 16,629		585.00
2016-05-27	Run 16,672		609.00
2016-05-27	Run 16,604		747.00
2016-05-27	Run 16,545		771.00
2016-05-27	Run 16,540		771.00
2016-05-27	Run 16,624		777.00
2016-05-27	Run 16,642		807.00
2016-05-27	Run 16,858		819.00
2016-05-27	Run 16,667		910.00
2016-05-28	Run 16,738		78.57
2016-05-28	Run 17,030		86.06
2016-05-28	Run 16,733		88.08
2016-05-28	Run 16,716		88.81
2016-05-28	Run 16,765		93.59
2016-05-28	Run 16,760		100.00
2016-05-28	Run 16,747		102.95
2016-05-28	Run 16,764		150.00
2016-05-28	Run 16,707		154.96
2016-05-28	Run 16,703		156.60
2016-05-28	Run 16,687		250.00
2016-05-28	Run 16,689		250.00
2016-05-28	Run 16,710		354.80
2016-05-28	Run 16,756		407.72
2016-05-28	Run 16,713		524.20
2016-05-28	Run 16,657		561.00
2016-05-28	Run 16,721		571.00
2016-05-28	Run 16,776		573.00
2016-05-28	Run 16,670		597.00
2016-05-28	Run 16,685		609.00

Trip Date	#	Customer	Due
2016-05-28	Run 16,856		621.00
2016-05-28	Run 16,715		645.00
2016-05-28	Run 16,742		759.00
2016-05-28	Run 16,705		833.00
2016-05-28	Run 16,725		845.00
2016-05-28	Run 16,724		869.00
2016-05-28	Run 16,865		901.00
2016-05-28	Run 16,655		975.00
2016-05-29	Run 16,783		87.79
2016-05-29	Run 16,829		102.13
2016-05-29	Run 17,920		150.00
2016-05-29	Run 16,814		150.00
2016-05-29	Run 16,813		150.00
2016-05-29	Run 16,773		200.00
2016-05-29	Run 16,863		250.00
2016-05-29	Run 16,847		445.73
2016-05-29	Run 16,873		508.21
2016-05-29	Run 16,797		537.00
2016-05-29	Run 16,853		549.00
2016-05-29	Run 16,811		549.00
2016-05-29	Run 16,767		585.00
2016-05-29	Run 16,796		585.00
2016-05-29	Run 16,844		611.17
2016-05-29	Run 16,755		759.00
2016-05-29	Run 16,831		795.00
2016-05-29	Run 16,842		795.00
2016-05-29	Run 16,762		805.00
2016-05-29	Run 16,848		807.00
2016-05-29	Run 16,885		845.00
2016-05-29	Run 16,890		862.00
2016-05-29	Run 16,888		910.00
2016-05-30	Run 16,909		86.20
2016-05-30	Run 17,008		86.64
2016-05-30	Run 16,882		86.78
2016-05-30	Run 16,889		87.79
2016-05-30	Run 16,993		88.95
2016-05-30	Run 16,961		91.85
2016-05-30	Run 16,910		91.99
2016-05-30	Run 17,017		94.16
2016-05-30	Run 16,983		95.32
2016-05-30	Run 17,021		150.00
2016-05-30	Run 16,911		200.00
2016-05-30	Run 16,959		237.28
2016-05-30	Run 17,018		250.00
2016-05-30	Run 16,949		250.00
2016-05-30	Run 16,957		250.00
2016-05-30	Run 17,087		250.00
2016-05-30	Run 16,904		288.22
2016-05-30	Run 16,938		448.46
2016-05-30	Run 16,879		549.00
2016-05-30	Run 16,976		561.00
2016-05-30	Run 16,934		621.00
2016-05-30	Run 16,985		637.00
2016-05-30	Run 16,974		669.00
2016-05-30	Run 17,068		745.00
2016-05-30	Run 16,915		747.00
2016-05-30	Run 16,929		759.00
2016-05-30	Run 17,005		783.00
2016-05-30	Run 16,990		807.00
2016-05-30	Run 16,932		833.00
2016-05-30	Run 16,925		843.00

Trip Date	#	Customer	Due
2016-05-30	Run 16,946		869.00
2016-05-30	Run 16,894		881.00
2016-05-30	Run 16,977		953.00
2016-05-30	Run 16,968		953.00
2016-05-31	Run 17,044		71.19
2016-05-31	Run 17,004		82.34
2016-05-31	Run 17,081		85.38
2016-05-31	Run 17,071		88.52
2016-05-31	Run 17,054		89.39
2016-05-31	Run 17,049		94.16
2016-05-31	Run 17,064		98.22
2016-05-31	Run 16,989		105.89
2016-05-31	Run 17,019		150.00
2016-05-31	Run 17,060		150.00
2016-05-31	Run 17,036		225.00
2016-05-31	Run 17,088		250.00
2016-05-31	Run 17,031		250.00
2016-05-31	Run 17,144		300.00
2016-05-31	Run 17,092		300.00
2016-05-31	Run 17,069		537.00
2016-05-31	Run 17,056		561.00
2016-05-31	Run 17,026		573.00
2016-05-31	Run 17,120		585.00
2016-05-31	Run 17,052		627.80
2016-05-31	Run 17,057		633.00
2016-05-31	Run 17,141		645.00
2016-05-31	Run 17,012		759.00
2016-05-31	Run 17,113		759.00
2016-05-31	Run 17,106		783.00
2016-05-31	Run 17,046		783.00
2016-05-31	Run 17,115		821.00
2016-06-01	Run 17,150		84.61
2016-06-01	Run 17,182		111.09
2016-06-01	Run 17,280		150.00
2016-06-01	Run 17,200		161.25
2016-06-01	Run 17,234		250.00
2016-06-01	Run 17,207		300.00
2016-06-01	Run 17,244		537.00
2016-06-01	Run 17,142		561.00
2016-06-01	Run 17,215		573.00
2016-06-01	Run 17,152		573.00
2016-06-01	Run 17,134		648.55
2016-06-01	Run 17,214		657.00
2016-06-01	Run 17,133		669.00
2016-06-01	Run 17,264		709.00
2016-06-01	Run 17,226		717.00
2016-06-01	Run 17,263		747.00
2016-06-01	Run 17,222		759.00
2016-06-01	Run 17,229		771.00
2016-06-01	Run 17,250		771.00
2016-06-01	Run 17,172		771.00
2016-06-01	Run 17,259		771.00
2016-06-01	Run 17,159		833.00
2016-06-01	Run 17,178		905.00
2016-06-01	Run 17,160		905.00
2016-06-02	Run 17,286		86.64
2016-06-02	Run 17,348		150.00
2016-06-02	Run 17,297		225.00
2016-06-02	Run 17,361		225.00
2016-06-02	Run 17,260		328.70
2016-06-02	Run 17,255		537.00

Trip Date	#	Customer	Due
2016-06-02	Run 17,320		549.00
2016-06-02	Run 17,304		609.00
2016-06-02	Run 17,380		733.00
2016-06-02	Run 17,363		747.00
2016-06-02	Run 17,272		763.50
2016-06-02	Run 17,367		769.00
2016-06-02	Run 17,262		783.00
2016-06-02	Run 17,373		783.00
2016-06-02	Run 17,273		797.00
2016-06-02	Run 17,330		869.00
2016-06-02	Run 17,270		879.00
2016-06-02	Run 17,342		939.00
2016-06-02	Run 17,288		1,001.00
2016-06-03	Run 17,403		20.00
2016-06-03	Run 17,344		75.53
2016-06-03	Run 17,479		78.28
2016-06-03	Run 17,478		88.52
2016-06-03	Run 17,389		124.86
2016-06-03	Run 17,469		150.00
2016-06-03	Run 17,352		150.00
2016-06-03	Run 17,397		150.00
2016-06-03	Run 17,350		150.00
2016-06-03	Run 17,421		225.00
2016-06-03	Run 17,383		537.00
2016-06-03	Run 17,407		549.00
2016-06-03	Run 17,393		748.22
2016-06-03	Run 17,440		758.00
2016-06-03	Run 17,445		759.00
2016-06-03	Run 17,415		769.00
2016-06-03	Run 17,487		781.00
2016-06-03	Run 17,454		783.00
2016-06-03	Run 17,428		807.00
2016-06-03	Run 17,482		831.00
2016-06-03	Run 17,449		843.00
2016-06-03	Run 17,426		843.00
2016-06-03	Run 17,405		881.00
2016-06-03	Run 17,477		970.00
2016-06-04	Run 17,467		20.00
2016-06-04	Run 17,506		77.56
2016-06-04	Run 17,463		88.52
2016-06-04	Run 17,533		150.00
2016-06-04	Run 17,504		200.00
2016-06-04	Run 17,567		200.00
2016-06-04	Run 17,549		225.00
2016-06-04	Run 17,563		250.00
2016-06-04	Run 17,442		669.00
2016-06-04	Run 17,494		747.00
2016-06-04	Run 17,540		795.00
2016-06-04	Run 17,437		797.00
2016-06-04	Run 17,502		806.00
2016-06-04	Run 17,453		807.00
2016-06-04	Run 17,556		809.00
2016-06-04	Run 17,544		843.00
2016-06-04	Run 17,471		855.00
2016-06-04	Run 17,539		891.00
2016-06-04	Run 17,520		1,397.00
2016-06-05	Run 17,639		76.11
2016-06-05	Run 17,642		86.35
2016-06-05	Run 17,608		126.92
2016-06-05	Run 17,683		250.00
2016-06-05	Run 17,667		250.00

Trip Date	#	Customer	Due
2016-06-05	Run 17,643		292.98
2016-06-05	Run 17,586		585.00
2016-06-05	Run 17,609		597.00
2016-06-05	Run 17,599		647.00
2016-06-05	Run 17,606		759.00
2016-06-05	Run 17,575		809.00
2016-06-05	Run 17,676		819.00
2016-06-05	Run 17,650		867.00
2016-06-05	Run 17,651		903.00
2016-06-06	Run 17,779		77.27
2016-06-06	Run 17,777		85.04
2016-06-06	Run 17,751		86.78
2016-06-06	Run 17,731		86.92
2016-06-06	Run 17,748		91.12
2016-06-06	Run 17,783		103.29
2016-06-06	Run 17,796		107.92
2016-06-06	Run 17,788		150.00
2016-06-06	Run 17,688		150.00
2016-06-06	Run 17,709		150.00
2016-06-06	Run 17,754		160.00
2016-06-06	Run 17,679		300.00
2016-06-06	Run 17,763		373.90
2016-06-06	Run 17,671		609.00
2016-06-06	Run 17,765		621.00
2016-06-06	Run 17,664		633.00
2016-06-06	Run 17,722		733.00
2016-06-06	Run 17,775		747.00
2016-06-06	Run 17,745		771.00
2016-06-06	Run 17,730		795.00
2016-06-06	Run 17,795		807.00
2016-06-06	Run 17,757		817.00
2016-06-06	Run 17,773		831.00
2016-06-06	Run 17,762		831.00
2016-06-06	Run 17,766		833.00
2016-06-06	Run 17,801		833.00
2016-06-06	Run 17,704		833.00
2016-06-06	Run 17,759		843.00
2016-06-06	Run 17,698		845.00
2016-06-06	Run 17,749		855.00
2016-06-06	Run 17,680		855.00
2016-06-06	Run 17,701		893.00
2016-06-07	Run 17,820		90.98
2016-06-07	Run 17,838		97.93
2016-06-07	Run 17,822		200.00
2016-06-07	Run 17,881		250.00
2016-06-07	Run 17,814		300.00
2016-06-07	Run 17,906		464.76
2016-06-07	Run 17,890		537.00
2016-06-07	Run 17,897		561.00
2016-06-07	Run 17,837		709.00
2016-06-07	Run 17,865		721.00
2016-06-07	Run 17,875		733.00
2016-06-07	Run 17,785		829.00
2016-06-07	Run 17,854		857.70
2016-06-07	Run 17,903		893.00
2016-06-07	Run 17,798		915.00
2016-06-08	Run 18,030		90.40
2016-06-08	Run 17,961		97.64
2016-06-08	Run 18,982		100.68
2016-06-08	Run 17,911		112.63
2016-06-08	Run 17,968		537.00

Trip Date	#	Customer	Due
2016-06-08	Run 17,934		537.00
2016-06-08	Run 17,943		561.00
2016-06-08	Run 17,986		573.00
2016-06-08	Run 17,916		609.00
2016-06-08	Run 17,976		697.00
2016-06-08	Run 17,994		759.00
2016-06-08	Run 17,987		805.00
2016-06-08	Run 18,004		857.00
2016-06-08	Run 18,024		867.00
2016-06-08	Run 17,942		881.00
2016-06-09	Run 18,106		10.00
2016-06-09	Run 18,039		96.48
2016-06-09	Run 18,154		104.01
2016-06-09	Run 18,025		150.00
2016-06-09	Run 18,103		250.00
2016-06-09	Run 18,046		250.00
2016-06-09	Run 18,096		250.00
2016-06-09	Run 18,055		537.00
2016-06-09	Run 18,123		783.00
2016-06-09	Run 18,080		821.00
2016-06-10	Run 18,182		80.60
2016-06-10	Run 18,179		88.37
2016-06-10	Run 18,149		150.00
2016-06-10	Run 18,171		150.00
2016-06-10	Run 18,231		225.00
2016-06-10	Run 18,194		374.78
2016-06-10	Run 18,209		537.00
2016-06-10	Run 18,228		549.00
2016-06-10	Run 18,181		621.00
2016-06-10	Run 18,247		733.00
2016-06-10	Run 18,172		759.00
2016-06-10	Run 18,140		807.00
2016-06-11	Run 18,371		90.30
2016-06-11	Run 18,289		93.88
2016-06-11	Run 18,265		96.63
2016-06-11	Run 18,290		150.00
2016-06-11	Run 18,280		150.00
2016-06-11	Run 18,275		542.45
2016-06-11	Run 18,324		549.00
2016-06-11	Run 18,292		745.00
2016-06-11	Run 18,348		745.00
2016-06-11	Run 18,333		759.00
2016-06-11	Run 18,298		759.00
2016-06-12	Run 18,367		150.00
2016-06-12	Run 18,418		250.00
2016-06-12	Run 18,437		537.00
2016-06-12	Run 18,386		561.00
2016-06-12	Run 18,382		609.00
2016-06-12	Run 18,452		685.00
2016-06-12	Run 18,374		759.00
2016-06-12	Run 18,393		807.00
2016-06-12	Run 18,449		867.00
2016-06-12	Run 18,397		922.00
2016-06-12	Run 18,431		961.00
2016-06-12	Run 18,451		987.00
2016-06-13	Run 18,574		150.00
2016-06-13	Run 18,581		150.00
2016-06-13	Run 18,523		225.00
2016-06-13	Run 18,539		478.59
2016-06-13	Run 18,457		537.00
2016-06-13	Run 18,481		638.22

Trip Date	#	Customer	Due
2016-06-13	Run 18,533		639.50
2016-06-13	Run 18,534		705.00
2016-06-13	Run 18,462		709.00
2016-06-13	Run 18,503		747.00
2016-06-13	Run 18,480		821.00
2016-06-14	Run 18,678		150.00
2016-06-14	Run 18,787		150.00
2016-06-14	Run 18,670		597.00
2016-06-14	Run 18,694		734.63
2016-06-14	Run 18,626		759.00
2016-06-14	Run 18,680		833.00
2016-06-14	Run 18,686		905.00
2016-06-15	Run 18,773		20.00
2016-06-15	Run 18,809		75.82
2016-06-15	Run 18,780		150.00
2016-06-15	Run 18,742		657.00
2016-06-15	Run 18,744		759.00
2016-06-15	Run 18,714		843.00
2016-06-15	Run 18,712		879.00
2016-06-16	Run 18,891		75.68
2016-06-16	Run 18,836		150.00
2016-06-16	Run 18,851		150.00
2016-06-16	Run 18,905		150.00
2016-06-16	Run 18,924		150.00
2016-06-16	Run 18,817		150.00
2016-06-16	Run 18,893		549.00
2016-06-16	Run 18,864		657.00
2016-06-16	Run 18,860		927.00
2016-06-16	Run 18,840		977.00
2016-06-17	Run 18,954		585.00
2016-06-17	Run 18,989		633.00
2016-06-17	Run 19,026		645.00
2016-06-17	Run 18,994		833.00
2016-06-17	Run 19,052		853.00
2016-06-17	Run 19,053		857.00
2016-06-17	Run 18,945		903.00
2016-06-18	Run 19,167		150.00
2016-06-18	Run 19,045		561.00
2016-06-18	Run 19,079		573.00
2016-06-18	Run 19,072		609.00
2016-06-18	Run 19,144		797.00
2016-06-18	Run 19,080		843.00
2016-06-19	Run 19,228		128.48
2016-06-19	Run 19,266		150.00
2016-06-19	Run 19,215		150.00
2016-06-19	Run 19,260		733.00
2016-06-19	Run 19,184		867.00
2016-06-19	Run 19,185		941.00
2016-06-20	Run 19,350		250.00
2016-06-21	Run 19,391		561.00
2016-06-21	Run 19,495		833.00
2016-06-22	Run 19,633		150.00
2016-06-22	Run 19,598		537.00
2016-06-22	Run 19,554		561.00
2016-06-22	Run 19,583		747.00
2016-06-22	Run 19,506		771.00
2016-06-23	Run 19,632		150.00
2016-06-23	Run 19,656		783.00
2016-06-23	Run 19,614		795.00
2016-06-24	Run 19,686		150.00
2016-06-24	Run 19,815		150.00

Trip Date	#	Customer	Due
2016-06-24	Run 19,820		633.00
2016-06-24	Run 19,774		709.00
2016-06-24	Run 19,732		709.00
2016-06-24	Run 19,744		783.00
2016-06-25	Run 19,936		1,021.00
2016-06-26	Run 20,005		673.00
2016-06-26	Run 20,025		833.00
2016-06-26	Run 20,100		869.00
2016-06-27	Run 20,164		747.00
2016-06-27	Run 20,176		937.00
2016-06-28	Run 20,283		759.00
2016-06-29	Run 20,364		510.86
2016-06-29	Run 20,353		549.00
2016-06-29	Run 20,340		681.00
2016-06-30	Run 20,541		90.69
2016-06-30	Run 20,505		549.00
2016-07-01	Run 20,624		77.85
2016-07-01	Run 20,579		250.00
2016-07-01	Run 20,581		537.00
2016-07-01	Run 20,690		633.00
2016-07-01	Run 20,611		633.00
2016-07-02	Run 20,819		759.00
2016-07-02	Run 20,776		807.00
2016-07-03	Run 20,893		352.50
2016-07-03	Run 20,873		609.00
2016-07-03	Run 20,817		669.00
2016-07-04	Run 21,043		635.00
2016-07-05	Run 21,141		537.00
2016-07-05	Run 21,106		759.00
2016-07-05	Run 21,041		809.00
2016-07-06	Run 21,231		637.00
2016-07-06	Run 21,319		745.00
2016-07-06	Run 21,299		857.00
2016-07-09	Run 21,644		150.00
2016-07-09	Run 21,673		771.00
2016-07-10	Run 21,740		300.00
2016-07-10	Run 21,779		831.00
2016-07-11	Run 21,901		150.00
2016-07-11	Run 21,879		783.00
2016-07-12	Run 22,005		549.00
2016-07-12	Run 21,999		621.00
2016-07-12	Run 21,984		855.00
2016-07-14	Run 22,274		747.00
2016-07-15	Run 22,410		819.00
2016-07-16	Run 22,506		747.00
2016-07-17	Run 22,574		127.80
2016-07-17	Run 22,643		549.00
2016-07-19	Run 22,856		549.00
2016-07-19	Run 22,850		681.00
2016-07-19	Run 22,814		819.00
2016-07-24	Run 23,382		771.00
2016-07-29	Run 24,006		549.00
2016-07-30	Run 24,061		609.00
# Transports = 4,811		Total Requested Write-Off =	2,241,362.56



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11703

County Administrator's Report 15. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Recommendation Concerning Reallocation of Funds for Park Mowing

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reallocation of Funds for Park Mowing - Michael E. Rhodes, Parks and Recreation Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program - Park Development Project, in the amount of \$468,000, to the Parks Mowing Project to fund contract services for mowing of neighborhood parks and grounds mowing and trimming of athletic parks for this Fiscal Year.

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

BACKGROUND:

Escambia County Parks and Recreation Department staff requests Board approval to transfer \$468,000 from the Park Development Project to the Parks Mowing Project to fund contract services for neighborhood park mowing; and grounds mowing and trimming of athletic parks for this fiscal year.

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 Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

Upon Board Approval, a budget amendment will be sent the Office of Management and Budget for processing.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11689

County Administrator's Report 15. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Amendment of Agreement for CR 292A Gulf Beach Highway Drainage Repair Project

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for PD 15-16.050, County Road 292A Gulf Beach Highway Drainage Repair Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to execute the Amendment of Standard Road/Drainage Construction Contract between Escambia County, Florida, and Site and Utility, LLC, for PD 15-16.050, CR 292A Gulf Beach Highway Drainage Repair Project, approved September 1, 2016, as amended to acknowledge:

2. Exhibit K to the Agreement relating to Local Agency Construction Contract Requirements is hereby amended to include the following provision:

PREVAILING MINIMUM WAGE (Checklist Item # 26)

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract is listed in Wage Rate Decision Number(s) FL208, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the United States Department of Labor website (www.wdol.gov) and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

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.

BACKGROUND:

The agreement between Site and Utility, LLC and Escambia County, Florida, PD 15-16.050, CR 292A Gulf Beach Highway Drainage Repair Project was approved by the Board of County Commissioners on September 1, 2016.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement 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, Florida, FL 1999, Chapter 46, Finance, Article II, Purchases.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement.

Attachments

Amendment of Agreement

Original Signed Agreement

**AMENDMENT OF STANDARD ROAD/DRAINAGE
CONSTRUCTION CONTRACT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND SITE AND UTILITY, LLC (PD 15-16.050)**

THIS AMENDMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Site and Utility, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on or about October 6, 2016, the County previously entered into an Agreement with Site and Utility, LLC, relating to the CR 292A/ Gulf Beach Highway Drainage Repair Project, Specification No. P.D. 15-16.050, FPID: 436251-2-58-01, Federal Project: E141-084-E (hereinafter referred to as the "Agreement"); and

WHEREAS, this project is a Federal-Aid Project that shall be funded, in whole or in part with federal funding; and

WHEREAS, in order to maintain compliance for continued funding, the Florida Department of Transportation requested that the County include as part of this Agreement an additional provision from the Federal Aid Construction Contract requirements; 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. **Exhibit K** to the Agreement relating to *Local Agency Construction Contract Requirements* is hereby amended to include the following provision:

PREVAILING MINIMUM WAGE (Checklist Item # 26)

For this contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract is listed in Wage Rate Decision Number(s) FL208, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the United States Department of Labor website (www.wdol.gov) and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

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: _____

BCC Approved: _____

CONTRACTOR: SITE AND UTILITY, LLC

Witness

By: _____
President

Witness

Date: _____

Approved as to form and legal sufficiency.

By/Title: Ed Hual Aca
Date: 1/30/17

**CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

SITE AND UTILITY, LLC

PD 15-16.050, CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT

FORM D (MODIFIED): Road/Drainage

Agreement Declarations		PAGE
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	3
Sec. 9	Successors and Assigns	3
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4
Sec. 14	Public Records	4

Exhibits	PAGE
Exhibit A/General Terms and Conditions	6
1. Intent of Contract Documents	6
2. Investigation and Utilities	6
3. Schedule	7
4. Progress Payments	7
5. Payments Withheld	8
6. Final Payment	9
7. Submittals and Substitutions	9
8. Daily Reports, As-Builts and Meetings	10
9. Contract Time and Time Extensions	11
10. Changes in the Work	12
11. Claims and Disputes	13
12. Other Work	13
13. Indemnification and Insurance	14
14. Compliance with Laws	15
15. Cleanup and Protections	16
16. Assignment	16
17. Permits, Licenses and Taxes	16
18. Termination for Default	17
19. Termination for Convenience and Right of Suspension	17

Exhibits	PAGE
20. Completion	18
21. Warranty	19
22. Project Layout and Control	19
23. Tests and Inspections	20
23. Defective Work	20
24. Supervision and Superintendents	21
25. Protection of Work	22
26. Emergencies	22
27. Use of Premises	22
28. Safety	22
29. Project Meetings	23
Exhibit B/Performance and Payment Bond	24
Performance Bond	24
Payment Bond	27
Exhibit C/Insurance and Safety	31
Exhibit D/Release and Affidavit	41
Exhibit E/Form of Contract Application for Payment	43
Exhibit F/Construction Change Order	44
Exhibit G/Payment Adjustment – Bituminous Materials	
Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:	

TITLE	SHEET NO.	DATE
Index of Plans		
Overall Plan and General Notes	1	

Gulf Beach Highway	3
Gulf Beach Highway	4
Construction Details	31

Exhibit I/Technical Specifications

County Technical Specifications w FDOT LAP Specs, February 1, 2015

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND SITE AND UTILITY, LLC FOR ROAD/DRAINAGE
CONSTRUCTION CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Site and Utility, LLC, to perform all work ("Work") in connection with PD 15-16.050, FDIP: 436251-2-58-01, Federal Project: E141-084-E, CR 292A Gulf Beach Highway Drainage Repair Project ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A. For the purpose of this Agreement, the "Contract Documents" shall mean this Agreement, including Amendments, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders, and the Solicitation Documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.**
- B. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the Exhibits described in Section 6; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; and 6) the Solicitation Documents, including addenda. In case of any inconsistency or conflict among the provisions of the Agreement, including any amendments, and any other terms and conditions of any documents comprising the remaining Contract Documents, the provisions of the Agreement and any amendments shall control. In case of any inconsistency or conflict among the provisions of Exhibit A, General Terms and Conditions, and Exhibit H, Technical Specifications, the provisions of the Technical Specifications shall control.**
- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.**
- D. This is a Federal-Aid Project that shall be funded, in whole or in part, with federal funding. By executing this Agreement, Contractor agrees to comply with the Federal Aid Construction Contract requirements set forth in Form FHWA 1273, attached hereto as Exhibit K, and all applicable procedures, guidelines, manuals, standards and directives provided in the FDOT Local Agency Program Manual. The Contractor further agrees to include these requirements in all sub-contracts.**

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Two Hundred Seventy Three Thousand One Hundred Ninety Dollars

(\$273,190.00)

SECTION 4. BONDS

- A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within **one hundred twenty (120) calendar days** from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **thirty (30) calendar days** from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **one hundred fifty (150) calendar days** (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B. County and Contractor recognize that, since time is of the essence for this Agreement,

the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$958.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C.** Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D.** When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions		
Exhibit B:	Form of Performance and Payment Bonds		
Exhibit C:	Insurance and Safety Requirements		
Exhibit D:	Form of Release and Affidavit		
Exhibit E:	Form of Contractor Application for Payment		
Exhibit F:	Form of Change Order		
Exhibit G:	Payment Adjustment - Bituminous Material		
Exhibit H:	Plans & Standard Details prepared by or for County and Identified as follows:		
	TITLE	SHEET NO.	DATE
	Index of Plans		
	Overall Plan and General Notes	1	
	Gulf Beach Highway	3	
	Gulf Beach Highway	4	
	Construction Details	31	
Exhibit I:	Technical Specifications		
	County Technical Specifications w FDOT LAP Specs, February 1, 2015		
Exhibit K:	Federal Documents		
Exhibit L:	Solicitation Documents Index		

SECTION 7. NOTICES

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: Nick Chavin

- B. All correspondence with the Contractor will be addressed to the following:

Site and Utility, LLC
17 West Maxwell Street
Pensacola, Florida 32501
Attention: Robert K. Godfrey, Jr., Vice President

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

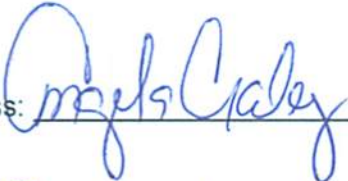
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Site and Utility, LLC signing by and through its President, duly authorized to execute same.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: 

Witness: Judith H. Witherspoon

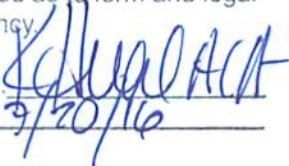
By: 

Jack R. Brown, County Administrator

Date: 10/6/14

BCC Approved: 9-1-2016

Approved as to form and legal sufficiency

By/Title: 

Date: 9/20/16

CONTRACTOR:

Site and Utility, LLC, a Florida Corporation, authorized to do business in the State of Florida.

Witness: Allen Bell

Witness: Deean M. Paul

By: 

Its: President vice

Date: 9/29/16

(Corporate Seal)



EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

- 4.3.** If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4.** Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business_days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County

may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 8.1.2. Soil conditions which adversely affect the Work;
- 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
- 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and

all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract

Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual

equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

- 12.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized

to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

- 14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Section 15. CLEANUP AND PROTECTIONS

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

- 17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

- 18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or

unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without

prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this

section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

Section 22. PROJECT LAYOUT AND CONTROL

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related

thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

- 25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

- 26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

- 27.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

- 28.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

- 29.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 29.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
 - 29.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 29.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or

to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____ (Insert name, address, and phone number of contractor), as
Principal, and

_____, (Insert full name, home office address and phone
number of surety) as Surety, are held and firmly bound unto the Board of County
Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-
1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our
heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly
by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____,
20____, with Obligee for Contract
No. _____.

(Insert name of project, including legal description, street address of property and general
description of improvement) in accordance with drawings and specifications, which contract is
by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that
Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract
applicable to the work and materials, then this bond is void; otherwise it remains
in full force; and
4. Principal understands and agrees that this bond shall remain in full force and
effect throughout the two (2) year warranty period after substantial completion of
the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions
of time, alterations or additions to the terms of the Contract or other work to be performed
hereunder, or the specifications referred to therein shall in anywise affect its obligation under this
bond, and it does hereby waive notice of any such changes, extensions of time, alterations or
additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of

Serial No., If Any:

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of _____ Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.
My Commission Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____

(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)

located at _____, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for _____ the _____ purpose _____ of

(Insert name of project, including legal description, street address of property and general description of improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)

(Signature)
Name: _____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

Witness

Witness

Witnesses

STATE OF _____
COUNTY OF _____

SURETY: _____
(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of _____ Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator

Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but

are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
 - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
 - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
- (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
 - (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
 - (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records

shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

(Signature)

Name:

(Legibly Printed)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number _____ PD _____
Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by ____ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20____

By: _____
Contractor

By: _____

By:

Engineer

Owner

EXHIBIT G

PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

- 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
- 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
- 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
- 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
- 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

$P_a = P_b X (I_d / I_b)$ where:

P_a ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

P_b ' Bid unit price for Bituminous Material.

I_d ' Asphalt Price Index during the month in which the material is incorporated into the project.

I_b ' Asphalt Price Index during the month in which bids were received for this contract.

- 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
- 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

EXHIBIT H
WORKING DRAWINGS / PLANS PREPARED BY ENGINEER AND IDENTIFIED AS
FOLLOWS:

TITLE	SHEET NO.
Index of Plans	
Overall Plan and General Notes	1
Gulf Beach Highway	3
Gulf Beach Highway	4
Construction Details	31

EXHIBIT I
TECHNICAL SPECIFICATIONS

County Technical Specifications w FDOT LAP Specs, February 1, 2015

EXHIBIT J
SUPPLEMENTAL TERMS AND CONDITIONS

NOT USED

EXHIBIT K
FEDERAL DOCUMENTS

- LAP Construction Contract Requirements
- LAP Certification of Current Capacity (FDOT Form# 525-010-46)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form # 375-030-32)
- Certification for Disclose of Lobbying Activities (FDOT Form# 375-030-33)
- Disclosure of Lobbying Activities (FDOT Form# 375-030-34)
- Non-Collusion Declaration and Compliance (FDOT Form# 575-060-13)
- Certification Regarding E-Verify System
- Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes
- Drug Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporation Identification

**LOCAL AGENCY PROGRAM
CONSTRUCTION
CONTRACT
REQUIREMENTS**

FOR

**CR 292A GULF BEACH
HIGHWAY DRAINAGE
REPAIR PROJECT**

FPID: 436251-2-58-01

Federal Project: E141-084-E

TABLE OF CONTENTS

	<u>Page</u>
LAP CONSTRUCTION CONTRACT REQUIREMENTS.....	3
CERTIFICATION OF CURRENT CAPACITY (Checklist item # 5).....	3
CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)	3
FHWA-1273 (Checklist Item # 13)	3
LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)	3
PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)	3
PUBLICLY OWNED EQUIPMENT (Checklist Item # 30).....	3
SALVAGE CREDITS (Checklist Item # 31)	3
STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)	4
STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)	4
SUSPENSION AND DEBARMENT (Checklist Item # 36).....	4
RECORDS RETENTION.....	4
ATTACHMENTS	5
LAP Certification of Current Capacity (FDOT Form# 525-010-46).....	7
Certification Regarding Debarment, Suspension. (FDOT Form # 375-030-32)	9
Certification for Disclose of Lobbying Activities (FDOT Form# 375-030-33)	10
Disclosure of Lobbying Activities (FDOT Form# 375-030-34).....	11
Non-Collusion Declaration and Compliance (FDOT Form# 575-060-13).....	12
FHWA-1273	13

CERTIFICATION OF CURRENT CAPACITY (Checklist item # 5)

The Local Agency or Owner shall ensure inclusion of Form # 525-010-46 (see Attachments) in the contract bid documents.

CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)

The Local Agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

FHWA-1273 (Checklist Item # 13)

Comply with the provisions contained in FHWA-1273. The FHWA-1273 dated May 1, 2012 is attached to this document. The Contractor is required to include FHWA-1273 in all subcontracts. An Electronic version is posted on the FDOT's website at the following URL address

<http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/FHWA1273.pdf>.

LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)

The Local Agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

PUBLICLY OWNED EQUIPMENT (Checklist Item # 30)

Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

SALVAGE CREDITS (Checklist Item # 31)

The local agency cannot accept any credits for salvaged materials. The contractor is to take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal.

STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)

Materials or articles produced by Florida state forces shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)

The local agency cannot provide materials. All materials must be provided by the contractor.

SUSPENSION AND DEBARMENT (Checklist Item # 36)

The Local Agency or Owner shall ensure inclusion of Form # 375-010-32 (see Attachments) in the contract bid documents.

RECORDS RETENTION

All records should be maintained for a period of seven (7) years after the completion of this contract.

ATTACHMENTS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

SDS-010-46
PROGRAM MANAGEMENT
10/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on 7/6/2016
(Letting Date)

Fill in your FDOT Vendor Number

VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2)

s 2,033,061⁸⁷

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

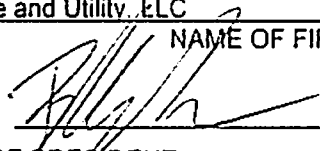
1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 7 day
of JULY, 20 16

Site and Utility, LLC

NAME OF FIRM

By: 

VICE PRESIDENT

Title

STATUS OF CONTRACTS ON HAND

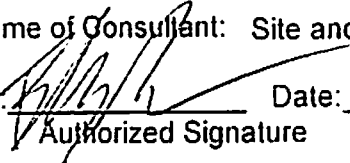
(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Pensacola State College - Pensacola FL Lamar Studio	\$325,621.00	\$39,000.00	\$286,621.00		\$290,881.00
Smart Living, LLC - Cantonment, FL Sawyers Ridge	\$1,077,779.06	\$204,118.00	\$873,661.06	\$1,039,059.26	
IHMC - Pensacola, FL IHMC Building	\$463,770.15	\$45,000.00	\$418,770.15		\$109,861.97
Baptist Healthcare - Pace, FL Baptist MOB	\$415,699.50	\$69,000.00	\$346,699.50		\$229,175.92
Escambia County - Pensacola, FL North Point Culverts	\$381,160.00	\$233,330.00	\$147,830.00	\$59,942.39	
Escambia County - Pensacola, FL Glynn Broc Gulley & Cypress Point Sediment Removal	\$362,410.50	\$21,160.00	\$341,250.50	\$96,760.88	
Meridian Vista Del Mar, LLC - Pensacola, FL Vista Del Mar Condominiums	\$513,317.00	\$62,182.00	\$451,135.00		\$207,380.45
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$1,195,762.53	\$837,299.34
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	\$2,033,061.87	

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: Site and Utility, LLC

By:  Date: 7/6/2016

Authorized Signature

Title: Vice President

Instructions for Certification

- 1 By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment
- 3 The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
- 4 The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated
- 6 The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled 'Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction', without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions
- 7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List
- 8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
- 9 Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

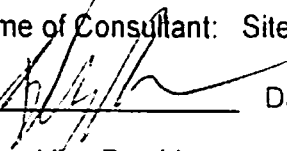
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

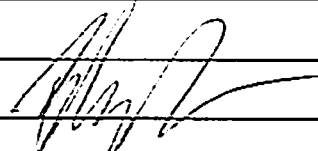
Name of Consultant: Site and Utility, LLC

By:  Date: 7/6/2016 Authorized Signature

Title: Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity. ☐ Prime ☐ Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____		7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Bobby Godfrey Title: Vice President Telephone No.: 850-439-5734 Date (mm/dd/yyyy): 7-6-2016	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**575-060-13
RIGHT OF WAY
05/01
PAGE 1 OF 3ITEM/SEGMENT NO.: _____
F.A.P. NO.: E141-084-E
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Escambia
BID LETTING OF: 7/6/2016

I, Bobby Godfrey, hereby
(NAME)
declare that I am Vice President of Site and Utility, LLC
(TITLE) (FIRM)
of 17 W Maxwell Street, Pensacola, FL 32501
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency.

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract, violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification, and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10 I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet

EXCEPTIONS

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct

CONTRACTOR: (Seal)

BY Bobby Godfrey Vice President

NAME AND TITLE PRINTED

BY [Signature]

SIGNATURE

WITNESS

[Signature]

WITNESS

[Signature]

Executed on this 6 day of July 2016

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Site and Utility, LLC

Business Name

By:

Signature

Name: Bobby Godfrey

Printed

Title: Vice- President

Printed

Date: 7/6/2016

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County
(print name of the public entity)
by Bobby Godfrey, Vice President
(print individual's name and title)
for Site and Utility, LLC
(print name of entity submitting sworn statement)

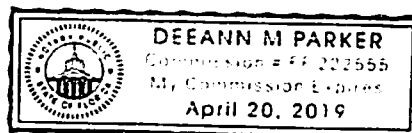
whose business address is

17 W. Maxwell Street, Pensacola, FL 32501

and (if applicable) its Federal Employer Identification Number (FEIN) is:
47-1364319

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
Site and Utility, LLC does:

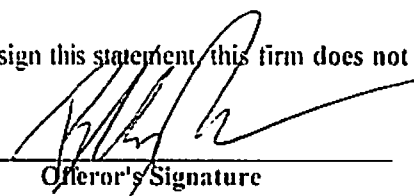
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

 X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

 As the person authorized to sign this statement, this firm does not comply fully with the above requirements.



Offeror's Signature

7/6/2016

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or No

If not a Florida Corporation.

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: 114000115743

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Allan Bell

Secretary: _____

Vice President: Bobby Godfrey

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As used in Florida):

Site and Utility, LLC

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: 30136

City, State Zip: Pensacola, FL 32503

Street Address: 17 W Maxwell Street

City, State, Zip: Pensacola, FL 32501

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: 47-1364319
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Bobby Godfrey E-mail:
bobbygodfrey2@gmail.com
Telephone Number: 850-439-5734 Facsimile Number: 850-344-9082

Name of individual who will sign the instrument on behalf of the company:
Bobby Godfrey

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
Vice President

END

(850) 488-9000 Verified by: _____ Date: _____

EXHIBIT L
SOLICITATION DOCUMENTS INDEX

CR 292A Gulf Beach Highway Drainage Repair Project
Specification Number PD 15-16.050
FDIP: 436251-2-58-01
Federal Project: E141-084-E

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

**CR 292A Gulf Beach Highway Drainage Repair Project
Specification Number PD 15-16.050
FDIP: 436251-2-58-01
Federal Project: E141-084-E**

**BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, WEDNESDAY, July 6, 2016
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

A Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on Tuesday, June 14, 2016 from 10:00 a.m. to 11:00 a.m. CDT. Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.

Board of County Commissioners

**Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Douglas Underhill
Lumon J. May**

**From:
Claudia Simmons
Purchasing Manager**

Assistance:

**Paul Nobles CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4918
Fax: (850) 595-4805**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT
SPECIFICATION PD 15-16.050
FDIP: 436251-2-58-01
Federal Project: E141-084-E**

HOW TO SUBMIT YOUR BID

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.
- * *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LAP CERTIFICATION OF CURRENT CAPACITY (FDOT Form# 525-010-46)
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION. (FDOT Form # 375-030-32)
- CERTIFICATION FOR DISCLOSE OF LOBBYING ACTIVITIES (FDOT Form# 375-030-33)
- DISCLOSURE OF LOBBYING ACTIVITIES (FDOT Form# 375-030-34)
- NON-COLLUSION DECLARATION AND COMPLIANCE (FDOT Form# 575-060-13)
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK. YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID**

CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT
PD 15-16.050
FDIP: 436251-2-58-01
Federal Project: E141-084-E

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Bid Form *	1
LAP Construction Contract Requirements	
Certification Regarding E-Verify System	34
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	35
Drug Free Workplace Form **	37
Information Sheet for Transactions and Conveyances Corporation Identification **	38
List of General Terms and Conditions (Incorporated by Reference)	40
Special Terms and Conditions	42
Scope of Work / Standard Form Contract (Incorporated by Reference and revised as indicated within the solicitation)	51
Index of Documents (Incorporated by Reference and revised as indicated within the solicitation)	52

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION AND OFFER FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Paul Nobles, CPPO, CPPB, FCN, FCCM

Senior Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

CR 292a Gulf Beach Highway Drainage Repair Project

Solicitation Number: PD 15-16.050

FDIP: 436251-2-58-01

Federal Project: E141-084-E

SOLICITATION

MAILING DATE: Tuesday, May 31, 2016

PRE-BID CONFERENCE: A Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on Tuesday, June 14, 2016 from 10:00 a.m. to 11:00 a.m. CDT. Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, WEDNESDAY, July 6, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER

(SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

EMAIL: _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment on the offer.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**

*****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.***

Bid Form

Bid Item No.	Item	Unit	Quantity	Unit Price	Extension
1	Mobilization	EA	1		
2	Re-establish grades at existing swales and inlets	LS	1		
3	Dewatering, Well Point	LF	930		
4	Relocate Existing Mailbox	EA	7		
5	Remove and Replace Unsuitable Materials	CY	500		
6	Maintenance of Traffic (Includes Plan and Implementation)	LS	1		

Bid Item No.	Item	Unit	Quantity	Unit Price	Extension
7	6" 3000psi Fiber Reinforced Concrete Driveway	SY	500		
8	5' 3000psi Fiber Reinforced Concrete Sidewalk	LF	800		
9	Saw cut Existing Concrete	LF	500		
10	Remove Existing Concrete (Includes Existing Driveways and Existing Sidewalk)	SY	1000		
11	Misc. Concrete	CY	1		
12	Ditch Bottom Inlet with Double Traversable Slot , Type E (top and bottom)	EA	3		
13	Ditch Bottom Inlet With Single Traversable Slot, Type J with Type E Grate (top and bottom)	EA	1		
14	Remove Ditch Bottom Inlet (including top and bottom)	EA	4		
15	24" Perforated Double Wall HDPE Pipe (Includes Filter Gravel and Permeable Filter Fabric)	LF	150		
16	36" Perforated Double Wall HDPE Pipe (Includes Filter Gravel and Permeable Filter Fabric)	LF	780		
17	Pipe Removal	LF	930		
18	Centipede Sod	SY	2000		
19	Erosion Control (Including SWPPP Plan, Implementation, replacements, etc.)	LS	1		
20	Jobsite Board for posting project information, permits, etc.	EA	1		

TOTAL BASE BID= _____

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____

Expiration Date: _____

Person to contact concerning this bid:

Phone _____

Email _____

Person to contact for emergency service:

Phone _____

Email _____

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The work shall be substantially completed within **one hundred twenty (120)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above **one hundred fifty (150)** within **consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$958 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

**LOCAL AGENCY PROGRAM
CONSTRUCTION
CONTRACT
REQUIREMENTS**

FOR

**CR 292A GULF BEACH
HIGHWAY DRAINAGE
REPAIR PROJECT**

**FPID: 436251-2-58-01
Federal Project: E141-084-E**

TABLE OF CONTENTS

	<u>Page</u>
LAP CONSTRUCTION CONTRACT REQUIREMENTS	3
CERTIFICATION OF CURRENT CAPACITY (Checklist item # 5).....	3
CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)	3
FHWA-1273 (Checklist Item # 13)	3
LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)	3
PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)	3
PUBLICLY OWNED EQUIPMENT (Checklist Item # 30).....	3
SALVAGE CREDITS (Checklist Item # 31)	3
STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)	4
STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)	4
SUSPENSION AND DEBARMENT (Checklist Item # 36).....	4
RECORDS RETENTION.....	4
ATTACHMENTS	5
LAP Certification of Current Capacity (FDOT Form# 525-010-46).....	7
Certification Regarding Debarment, Suspension. (FDOT Form # 375-030-32)	9
Certification for Disclose of Lobbying Activities (FDOT Form# 375-030-33)	10
Disclosure of Lobbying Activities (FDOT Form# 375-030-34).....	11
Non-Collusion Declaration and Compliance (FDOT Form# 575-060-13).....	12
FHWA-1273	13

CERTIFICATION OF CURRENT CAPACITY (Checklist item # 5)

The Local Agency or Owner shall ensure inclusion of Form # 525-010-46 (see Attachments) in the contract bid documents.

CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)

The Local Agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

FHWA-1273 (Checklist Item # 13)

Comply with the provisions contained in FHWA-1273. The FHWA-1273 dated May 1, 2012 is attached to this document. The Contractor is required to include FHWA-1273 in all subcontracts. An Electronic version is posted on the FDOT's website at the following URL address
<http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/FHWA1273.pdf>.

LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)

The Local Agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

PUBLICLY OWNED EQUIPMENT (Checklist Item # 30)

Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

SALVAGE CREDITS (Checklist Item # 31)

The local agency cannot accept any credits for salvaged materials. The contractor is to take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal.

STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)

Materials or articles produced by Florida state forces shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)

The local agency cannot provide materials. All materials must be provided by the contractor.

SUSPENSION AND DEBARMENT (Checklist Item # 36)

The Local Agency or Owner shall ensure inclusion of Form # 375-010-32 (see Attachments) in the contract bid documents.

RECORDS RETENTION

All records should be maintained for a period of seven (7) years after the completion of this contract.

ATTACHMENTS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PRODUCTION SUPPORT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

Title

STATUS OF CONTRACTS ON HAND

525-010-46
PRODUCTION SUPPORT
12/29
Page 2 of 2

(Furnish complete information about all your contracts, whether prime or subcontracts;
whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$0.00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By: _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

575-060-12
RIGHT OF WAY
05/01
PAGE 1 OF 3

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby
(NAME)
declare that I am _____ of _____
(TITLE) (FIRM)
of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

.....

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

.....

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 15-16.050, CR 292A Gulf Beach Highway Drainage Repair Project, FPID: 436251-2-58-01, Federal Project: E141-084-E, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and CR 292A GULF BEACH HIGHWAY DRAINAGE REPAIR PROJECT.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Description

Project consists of repairing failures along a storm sewer pipe on Gulf Beach Highway between Ponte Verde Road and Longwood Drive Hitchcock Road that occurred during the April 2014 flood event. Repairs include, but are not limited to:

- Removing and Replacing approximately 400' of storm sewer pipe
- Removing and Replacing a ditch bottom inlet
- Removing and Replacing approximately 200 SY of concrete driveway
- Removing and Replacing approximately 300 LF of sidewalk

Utility Coordination will be required for this project as relocation of gas, phone, water, and sewer lines within the construction limits may be needed.

Related Documents

All roadway construction shall comply with the Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions.

All water work shall be done in accordance with the latest edition of ECUA's Engineering Manual.

Licenses/Certifications:

Proposers are required to be pre-qualified in all work types required for the project. The technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the project, must be satisfied based on the following license requirements:

General Contractors License or Underground Utility License
Advanced Maintenance of Traffic Certification
Certified Stormwater Management Inspector

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of 5% of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County shall require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: prnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, Tuesday, June 21, 2016

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on Tuesday, June 14, 2016 from 10:00 a.m. to 11:00 a.m. CDT. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **\$958** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Warranty**

Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

21. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings"

may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing
Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

- Section 1 *B. Four (4) sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5 *A. Substantially Complete in 120 calendar days
Fully Complete and ready for Final Inspection in 150 calendar days
*B. Liquidated Damages at \$958.00 for each calendar day
- Section 6
- Section 7 *A. Public Works/Engineering Department
3363 West Park Place
Pensacola, FL 32505
Attn: Nick Chauvin
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

Exhibits (Revised as indicated by asterisk)

- A. General Terms and Conditions
*4.4 Four (4) copies of each Application for Payment
- B Form of Performance and Payment Bond
- C Insurance and Safety Requirements

EXHIBIT H

CR 292A Gulf Beach Highway Drainage Repair Project

Specification Number PD 15-16.050

FDIP: 436251-2-58-01

Federal Project: E141-084-E

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom

EXHIBIT I

**CR 292A Gulf Beach Highway Drainage Repair Project
Specification Number PD 15-16.050**

FDIP: 436251-2-58-01

Federal Project: E141-084-E

DRAWINGS & PLANS

See Drawings Folder on CD Rom

**CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

FORM D: Road/Drainage

**CONSTRUCTION CONTRACT DOCUMENTS
FORM D**

TABLE OF CONTENTS

Agreement Declarations		PAGE
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	3
Sec. 9	Successors and Assigns	3
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4
Sec. 14	Public Records	4

Exhibits	PAGE
Exhibit A/General Terms and Conditions	6
1. Intent of Contract Documents	6
2. Investigation and Utilities	6
3. Schedule	7
4. Progress Payments	7
5. Payments Withheld	8
6. Final Payment	9
7. Submittals and Substitutions	9
8. Daily Reports, As-Built and Meetings	10
9. Contract Time and Time Extensions	11
10. Changes in the Work	12
11. Claims and Disputes	13
12. Other Work	13
13. Indemnification and Insurance	14
14. Compliance with Laws	15
15. Cleanup and Protections	16
16. Assignment	16
17. Permits, Licenses and Taxes	16
18. Termination for Default	17
19. Termination for Convenience and Right of Suspension	17

Exhibits	PAGE
20. Completion	18
21. Warranty	19
22. Project Layout and Control	19
23. Tests and Inspections	20
23. Defective Work	20
24. Supervision and Superintendents	21
25. Protection of Work	22
26. Emergencies	22
27. Use of Premises	22
28. Safety	22
29. Project Meetings	23
Exhibit B/Performance and Payment Bond	24
Performance Bond	24
Payment Bond	27
Exhibit C/Insurance and Safety	31
Exhibit D/Release and Affidavit	41
Exhibit E/Form of Contract Application for Payment	43
Exhibit F/Construction Change Order	44
Exhibit G/Payment Adjustment – Bituminous Materials	
Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:	
[Description/Sheet No./Date]	
Exhibit I/Technical Specifications [Description/Date]	
Exhibit J/Supplemental Terms and Conditions	
Exhibit K/Federal Documents (if applicable)	
Exhibit L/Solicitation Documents Index	

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND THE STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION FOR ROAD/DRAINAGE
CONSTRUCTION CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with _____, to perform all work ("Work") in connection with _____ ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A. For the purpose of this Agreement, the "Contract Documents" shall mean this Agreement, including Amendments, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders, and the Solicitation Documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- B. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the Exhibits described in Section 6; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; and 6) the Solicitation Documents, including addenda. In case of any inconsistency or conflict among the provisions of the Agreement, including any amendments, and any other terms and conditions of any documents comprising the remaining Contract Documents, the provisions of the Agreement and any amendments shall control. In case of any inconsistency or conflict among the provisions of Exhibit A, General Terms and Conditions, and Exhibit H, Technical Specifications, the provisions of the Technical Specifications shall control.
- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

[DESCRIBE CONTRACT AMOUNT]

SECTION 4. BONDS

- A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within _____ () calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within _____ () calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling _____ () calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$_____ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project.

Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as

follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)

Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Attention: _____

- B. All correspondence with the Contractor will be addressed to the following:

**[INSERT NAME OF CONTRACTOR, ADDRESS AND
NAME OF PERSON WITH HIS OR HER TITLE TO
WHO'S ATTENTION THE NOTICE SHOULD BE SENT]**

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow

access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and _____ signing by and through its President, duly authorized to execute same.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

County Administrator

Witness: _____

Date: _____

CONTRACTOR:

_____, a _____ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4. Contractor shall submit _____ () copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all

claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

- 7.1.** Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2.** Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4.** If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the

proposed substitute.

- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
 - 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2. Soil conditions which adversely affect the Work;
 - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
 - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 - 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 - 8.1.6. Description of Work being performed at the Project site;
 - 8.1.7. Any unusual or special occurrences at the Project site;
 - 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.
- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and

annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a

condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon

by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

- 12.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance

companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

- 14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Section 15. CLEANUP AND PROTECTIONS

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

- 17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

- 18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

Section 22. PROJECT LAYOUT AND CONTROL

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related

thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

- 25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

- 26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

- 27.1. In the event of an emergency affecting the safety or protection of persons or the Work or

property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

- 28.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

- 29.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 29.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
 - 29.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 29.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners

when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____ (Insert name, address, and phone number of contractor), as Principal, and

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligee for Contract No. _____.

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligor.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

Witness

Witness

Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.
My Commission Expires: _____

(AFFIX OFFICIAL SEAL)

SURETY: _____
(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

(Signature)

Name:

(Legibly Printed)

Notary Public, State of

Serial No., If Any:

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")
and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business
in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called
the "County") in the sum of _____ (\$_____) for
payment of which we bind ourselves, our heirs, our personal representatives, our successors and our
assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract
No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects
thereto)

for _____ the _____ purpose _____ of

(Insert name of project, including legal description, street address of property and general description of
improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for
construction of _____, the contract being made a part of this bond by
reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida
Statutes, supplying Principal with labor, materials, or supplies, used directly or
indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____

_____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____

(Printed Name)

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: _____
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

- ☐ **TERMINATION/ADVERSE CHANGE ENDORSEMENT**
All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.
- ☐ **PROPERTY COVERAGE FOR LEASES**
The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property
- ☐ **COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE**
Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$_____ is required by the County for this agreement or contract.
- ☐ **LIQUOR LIABILITY**
In anticipation of alcohol being served, the Contractor shall provide evidence of coverage

for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **OWNERS PROTECTIVE LIABILITY COVERAGE**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **BUILDERS RISK COVERAGE**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **INSTALLATION FLOATER COVERAGE**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **MOTOR TRUCK CARGO COVERAGE**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **CONTRACTOR'S EQUIPMENT COVERAGE**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred.

☐ **FIDELITY/DISHONESTY COVERAGE - FOR EMPLOYER**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the

Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **FIDELITY/DISHONESTY/LIABILITY COVERAGE - FOR COUNTY**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **GARAGE LIABILITY COVERAGE**

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **GARAGEKEEPERS COVERAGE (LEGAL LIABILITY FORM)**

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

☐ **GARAGEKEEPERS COVERAGE (DIRECT-EXCESS FORM)**

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

☐ **WATERCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity.

☐ **UNITED STATES LONGSHOREMEN AND HARBORWORKERS ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures, which may arise from this agreement or contract.

☐ **JONES ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

☐ **AIRCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising

out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \$___,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

☐ **POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

☐ **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE**

Contractor shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit of \$1,000,000, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than five (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
 - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
 - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
- (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not

be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
 - (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
 - (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
 - (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
 - (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
 - (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
 - (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

- (14)** The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My _____ Commission _____ Expires: _____

—

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My _____ Commission _____ Expires: _____

—

(Signature)

Name:

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number _____ PD _____
Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by ____ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted

to 100% of the new contract amount.

Accepted: _____, 20____

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.
 - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
 - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11631

County Administrator's Report 15. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Contract Award Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Mott MacDonald Florida, LLC, per the terms and conditions of PD 16-17.011, Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion, for Phase 1, Design, for a lump sum amount of \$762,490 and Optional Services for \$103,943, for a Phase 1 total of \$866,433; and for a Phase 2 Design, not to exceed amount of Basic Services \$717,391 and Optional Services for \$251,468, for a Phase 2 total of \$968,859; with a combined total of \$1,835,292, contingent on funding for Phase 2.

[Funding for Phase 1: Fund 352, LOST III, HGMP Grant, Cost Center 210120, Object Code 56301, Project 16EN3595 - \$492,513; and Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 15EN3205 - \$373,920]

BACKGROUND:

The Bristol Park/Bristol Creek area flooded as a result of the April 29-30, 2014 storm event, resulting in a negative impact to the public and private infrastructure, including approximately 160 homes and private properties. This area is located along and within the FEMA flood hazard zone of the 11-Mile Creek Primary tributary. On 12/8/16 the Board of County Commissioners voted to authorize pursuing the acquisition of properties listed in grant and pursue property acquisition from other willing owners not listed in the grant and located along the creek, by requesting scope grant amendments.

The project will include the acquisition and demolition of residential properties in the Bristol Park area of Cantonment, Florida. The scope of work for PD 16-17.011 includes

grant management tasks, development of a stream restoration and flood plain expansion plans utilizing properties, grant application for additional funding, and final design upon completion successful property acquisition. This project will eliminate historic flooding problems at these locations by acquisition of the property and conversion of the land to deed-restricted open space, allowing flood water to be naturally stored on the property. A benefit of the project is increased floodplain storage; due to the large number of property owners impacted by the project.

Professional services within the scope of work for PD 16-17.011 are to be divided into separate funding phases. Phase 1 funds will focus on grant management, property acquisition, demolition, easement acquisition, public involvement, and conceptual plans for stream restoration and flood plain expansion. Phase 1 funding is currently available through the HMGP grant budget and LOST 3 funds. Phase 2 will focus on full design, permitting, and limited construction assistance for stream restoration, water quality, pond rehabilitation, flood plain expansion, and flood stage reduction. Phase 2 funding is dependent on the success of Phase 1 and successful grant allocation of funds through grant scope amendment, RESTORE allocation, LOST 4 funds, or otherwise through the implementation on Phase 1. The contract intent for PD 16-17.011, is to award and fund the services for Phase 1, and the expected costs for Phase 2 professional services at a not to exceed amount. Phase 2 professional services will be refined and negotiated with Mott MacDonald at a later date, upon successful property acquisition and funding appropriations, and brought back to the board upon successful completion of Phase 1.

Requests for Letters of Interest, PD 16-17.011, Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion, were publicly noticed in the Pensacola News Journal on Monday, November 07, 2016. In addition to being sent to two hundred thirty three firms directly via the GFS email system. Responses were received from three firms on Tuesday, December 06, 2016. Discussions were held with three firms on Wednesday, January 11, 2017. The selection committee ranked the firms in the following order:

1. Mott MacDonald Florida, LLC
2. Volkert, Inc.
3. Fabre Engineering, Inc.

Negotiations were held with Mott MacDonald Florida, LLC, on Tuesday, January 24, 2017, Thursday, January 26, 2017 and Tuesday January 31, 2017 resulting with a final negotiated fee for Phase 1, Design, a lump sum amount of \$762,490 and Optional Services for \$103,943, a Phase 1 total of \$866,433; and a Phase 2 Design, not to exceed amount of Basic Services \$717,391 and Optional Services for \$251,468, a Phase 2 total of \$968,859; with a combined total of \$1,835,292 contingent on funding for Phase 2.

BUDGETARY IMPACT:

Funding for Phase 1:

Fund: HGMP Grant-LOST III 352, Cost Center: 210120, Object Code: 56301, Project: 16EN3595] \$492,513

[Fund: LOST III 352, Cost Center: 210107, Object Code: 56301, Project: 15EN3205] \$373,920

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:

The Bristol Park/Bristol Creek area flooded as a result of the April 29-30, 2014 storm event, resulting in a negative impact to the public and private infrastructure, including approximately 160 homes and private properties. This area is located along and within the FEMA flood hazard zone of the 11-Mile Creek Primary tributary. On 12/8/16 the Board of County Commissioners voted to authorize pursuing the acquisition of properties listed in grant and pursue property acquisition from other willing owners not listed in the grant and located along the creek, by requesting scope grant amendments.

The project will include the acquisition and demolition of residential properties in the Bristol Park area of Cantonment, Florida. The scope of work for PD 16-17.011 includes grant management tasks, development of a stream restoration and flood plain expansion plans utilizing properties, grant application for additional funding, and final design upon completion successful property acquisition. This project will eliminate historic flooding problems at these locations by acquisition of the property and conversion of the land to deed-restricted open space, allowing flood water to be naturally stored on the property. A benefit of the project is increased floodplain storage; due to the large number of property owners impacted by the project.

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IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

Attachments

BCC Approval on 6-16-16

BCC Approval on 12-08-16

Agreement plus Exhibits

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

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)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

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."

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

- A. Approving 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. Approving 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. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

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

(Continued on Page 60)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued...

- B. Authorizing staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, 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. Requesting a modified Grant Agreement, allowing use of funds for purposes of construction;
- D. Authorizing 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, which includes the process for the property owner to appeal the appraised value;
- E. Authorizing staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and
- F. Authorizing staff to prepare contracts for consideration and final approval by the Board.

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, authorizing staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed.

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

MOTT MACDONALD FLORIDA, LLC

**PD 16-17.011 BRISTOL PARK AREA OF ELEVEN MILE CREEK STREAM
RESTORATION AND FLOOD PLAIN EXPANSION**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(Revised June 2016)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	6
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	8
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of February, 2017, 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 Mott MacDonald Florida, LLC a for-profit corporation authorized to transact business in the State of Florida, whose address is 220 W. Garden Street, Suite 700, Pensacola, FL 32502 and whose Federal tax identification number is 59-1294824 (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:** Mott MacDonald Florida, LLC 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 Terri Berry, Engineering Project Coordinator, Public Works 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 Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion.

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) 16-17 in the amount of one million eight hundred thousand thirty five two hundred ninety two (\$1,835,292) 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 16-17.011, Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion, and as represented in the Consultant's Letter of Interest response to PD 16-17.011, 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 \$12,000,000.

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 million eight hundred thousand thirty five two hundred ninety two (\$1,835,292). 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:

Mott MacDonald Florida, LLC
220 West Garden Street, Suite 700
Pensacola, FL 32502

- (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Terri Berry
Engineering Project Coordinator
Public Works
3363 W. Park Place
Pensacola, Florida 32505

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 Mott MacDonald Florida, LLC, signing by and through its Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political
subdivision of the State of Florida acting by and
through its duly authorized Board of County
Commissioners.

WITNESS:

Witness

By: _____
Jack R. Brown, County Administrator

Witness

Date: _____

BCC Approved: February 16, 2017

CONSULTANT:
Mott MacDonald Florida, LLC, a Florida
Corporation authorized to do business in the State
of Florida.

ATTEST:

By: _____
David Skipper, P.E., Vice President

By: _____

Date: _____

By: _____



Mr. Eddie H. Wehmeier, Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
Pensacola, FL 32502

Your Reference

Bristol Park Area of Eleven
Mile Creek Restoration and
Expansion PD 16-17.011

Our Reference

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

T +1 (850) 484 6011
F +1 (850) 484 8199
www.mottmac.com/americas

Scope of Services

February 1, 2017

Dear Mr. Wehmeier:

Mott MacDonald (Consultant) is pleased to provide this proposal for purposes of providing Hazard Mitigation Grant Program (HMGP) grant revision and management, environmental assessment, surveying, geotechnical engineering, civil engineering design, permitting and limited construction administration services for the Bristol Park Area of Eleven Mile Creek Stream Restoration and Expansion project.

This Scope of Work is based on the Request for Letters of Interest issued by Escambia County as PD 16-17.011. Consultant acknowledges and accepts the Information Package of that document including the Project Location, Project Background/Description, Scope of Services and Project Timeline. Further to the information provided in PD 16-17.011, Consultant provides the following information on Scope of Services to be provided.

SCOPE OF SERVICES

PHASE I – HMGP Grant Revision and Management Basic Services

TASK 1 – Revise HMGP Grant Scope

Consultant will support the Escambia County with a maximum of one period of performance, scope, and budget modification request to the FDEM. Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, and/or an updated schedule with significant milestones. For the purposes of this proposal it has been assumed that the grant modification effort completed under this Task will not modify the number of properties currently included in the approved grant (27) but rather which properties will be included in the grant.



TASK 2 – HMGP Grant Management

The Consultant will oversee and support administration and management to ensure program compliance with the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Guidance and any relevant federal and state laws, regulations, and codes for the awarded and any future awarded grants for a total of 27 residences with an anticipated duration of 36 months (12 quarters). This task includes the following components:

Quarterly Reporting

Consultant will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the Florida Division of Emergency Management (FDEM) within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. The fee for this effort assumes preparation of 12 quarterly reports at a cost of \$926.42 each.

Request for Reimbursements

Consultant will develop and submit Request for Reimbursements (RFR) as requested by Escambia County, but no more frequent than on a quarterly basis. The RFR includes a form which provides the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Consultant will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. The fee for this effort assumes preparation of 12 requests for reimbursement on a quarterly basis at a cost of \$2,730.50 each.

Site Visits and Project Monitoring Requests

Consultant will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work, and environmental and historic conditions are being or have been fulfilled. Consultant will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV. The fee for this effort will be billed on a per residence basis at a rate of \$2,446.81 per residence in the month during which time the residence is demolished and the property returned to a natural state.

Homeowner Coordination

Consultant will support homeowner communications and coordination as necessary. This includes supporting meetings with homeowners and assisting with questions and other project implementation and coordination activities. The fee for this effort will be billed on a per residence basis at a rate of \$4,891.26 per residence in the month during which time each property is closed upon.

Project Closeout and Final Request for Reimbursement and Final Inspection

Consultant will conduct project closeout related activities. This includes drafting an official closeout letter, completing the final progress report, and submitting the final RFR. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the sub-grant agreement with the FDEM. The final RFR will provide the overall amount of the request and summary of documentation which provides a breakdown of invoices the applicant would like to be reimbursed for. The fee for this effort will be billed on a per residence basis at a rate of \$1,692.63 per residence following completion of the demolition.

Maintenance of Records Assistance

Consultant will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for reimbursement. Consultant will maintain all files relevant to audits and will support Escambia County with audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County and Consultant. The fee for this effort will be billed at a rate of \$611.11 per month throughout the life of the grant management efforts.

Audit Support

Consultant will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary. Consultant shall pre-audit all source documentation such as payroll records, project time sheets, attendance logs, value of equipment, etc., and shall ensure the documentation includes required detail describing tasks performed, type of equipment and appropriate rates, task hours and related hourly rate per employee, and employee benefits. This may include support on procurement activities for other services related to acquisition. The fee for this effort, if necessary, will be billed on a lump sum basis.

TASK 3 – Phase 1 Environmental Site Assessment (ESA)

The consultant shall conduct a Phase I ESA to identify, to the extent feasible, recognized environmental conditions connected with the subject property. The Phase I ESA shall be performed in general accordance with American Society for Testing and Materials (ASTM) Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

The Phase 1 ESA shall include the following activities:

- i. Review of Information Provided - Documents and information provided by the client will be reviewed and evaluated, including previous environmental investigations or assessments, legal descriptions, site plans, chain of title or other historical documents, and any other information to us. Communication of such information to Consultant, or other specialized knowledge or experience that is material to recognized environmental conditions connected with the property is necessary to comply with the ASTM protocol. ASTM E 1527-13 mandates a search of environmental liens and activity and use limitations (AULs) in order for the property owner to comply with the standard and gain CERCLA liability protection. The Consultant will search readily available public records for environmental liens and activity and use limitations. This does not constitute a formal Title Review or Opinion.

Exhibit A



- ii. Environmental Records Review - ASTM standard federal and state environmental record source lists will be obtained and reviewed for the approximate minimum search distances. Additional, Federal, State, and local environmental record sources may be queried to enhance and supplement the above-listed sources.
- iii. Search for recorded environmental cleanup liens. A title search will be conducted for each individual property to identify any environmental cleanup liens or land use encumbrances.
- iv. Physical Setting - A current USGS 7.5-minute topographic map will be reviewed to assist in evaluating the physical setting for the site. Additional physical setting sources regarding geological and hydro-geologic characteristics of the site may also be reviewed, in the event conditions are identified in which potential contaminants are likely to migrate to the subject property or from or within the subject property.
- v. Historical Use Information - Previous uses and/or occupancy of the site will be evaluated from the present back to the property's obvious first developed use, or back to 1940, whichever is earlier. Previous uses of the property will be evaluated through review of standard historical sources, with the actual records or sources reviewed depending upon whether they are reasonable ascertainable, practically reviewable, useful and within cost and/or time constraints. In some instances, sources may not identify the uses back to 1940 or the property's obvious first developed use, in which case the uses back to the earliest traceable date will be presented.
- vi. Site Reconnaissance - A site reconnaissance will be conducted to obtain information indicating the potential for recognized environmental conditions connected with the property(ies). The reconnaissance will consist of systematically traversing the property, during which photographs will be taken to document observations. If visibility or access is limited, these conditions will be noted in the final report. In general, when access problems are encountered, the site reconnaissance will be restricted to the perimeter of the subject property and to areas that are readily accessible for visual observations. Property improvements, such as buildings, sheds, and warehouses, will be entered for reconnaissance purposes, except where access is limited or safety concerns prohibit entry. The reconnaissance will be for the observation of readily accessible and visible areas and does not include hidden areas or areas which would require destructive access, such as looking under floors, above ceilings, or behind walls. Arrangements for access will be made prior to the site reconnaissance. Where appropriate, observations and notes will be made concerning:
 - 1. General site setting, current and past uses
 - 2. Geological, hydrogeologic, hydrologic and topographic conditions
 - 3. Improvements including structures, roads, and utilities
 - 4. Hazardous substances and petroleum products
 - 5. Storage tanks, vents, fill pipes, access ways
 - 6. PCB containing equipment
 - 7. Stains, corrosion, and stressed vegetation
 - 8. Drains, sumps, pits, ponds, and lagoons associated with waste disposal
 - 9. Solid waste, wastewater, wells, and septic systems
 - 10. Odors (Strong, pungent, or noxious)
 - 11. Drums or containers of hazardous substances, petroleum products or unidentified containers

Exhibit A



- vii. Adjoining properties will be observed from the subject property during the site reconnaissance. Visual observations will be made of current and past uses, wherever apparent, as well as any obvious environmental conditions.
- viii. Interviews - Interviews will be conducted by phone, in writing, or in person with appropriate on-site personnel and local governmental officials as appropriate; to obtain information indicating recognized environmental conditions connected with the property(ies).
- ix. Report Preparation - A report of our findings will be prepared. The report will include information obtained during the assessment regarding recognized environmental conditions of the subject site, documentation and copies of the data obtained, and conclusions based upon this information. The report will include recommendations based upon the findings presented.

For this proposal, it has been assumed that a single Phase I ESA will be conducted for the overall area which is anticipated to include 44 properties with frontage along the subject section of Eleven Mile Creek.

TASK 4 - Delineation of Wetland and other Environmental Resources

This task shall include performance of the following efforts:

- i. Physical identification all wetland boundaries will be delineated in accordance with both the methodology outlined in Chapter 62-340, Florida Administrative Code and in the Florida Wetlands Delineation Manual (State – DEP & Water Management District) and the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Federal – Corps). The wetland boundary will be identified in the field by progressively locating points along the upland/wetland boundary at 25-50-ft. intervals or corresponding with directional changes with the boundary. Each point will be identified by an experienced wetland scientist paired with a second environmental professional to obtain a Global Positioning System (GPS) location. Pink flags will be placed at each point clearly marked "Wetland Delineation". Each flagged point will also contain specific alpha numeric designator for later tracking of its location. The Consultant will use a Trimble GeoXT GPS system to locate each point. Data will be collected using Trimble's TerraSync Professional Software with further data refinement using Trimble's Pathfinder Professional Software. This typically results in sub-meter accuracy. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries. These sketches will be attached as an exhibit to our report.
- ii. Characterization of each ecological community & condition within the subject property.
- ii. Identification of environmentally sensitive lands and other resources regulated by the natural resource provisions of Escambia County Land Development Code.



TASK 5 – Asbestos and Lead Based Paint Survey(s)

Consultant will conduct a National Emissions Standards for Hazardous Air Pollutants (NESHAPs) pre-demolition asbestos survey of thirty-eight (38) existing residential structures. The sampling strategy will be based on Asbestos Hazard Emergency Response Act (AHERA) sampling method, with a minimum of three samples per homogeneous area. Sampling will be conducted by a Florida Certified Asbestos Inspector. Samples will be sent to our contracted National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

Sampling locations within and outside the building will be documented noting building material types, locations and quantities this may include, but is not necessarily limited to, the following types of construction materials:

- Roofing materials
- Pipe Insulation
- Flooring
- Ceiling material
- Wallboard and joint compounds
- Window caulk
- Sealants

The bulk material samples will be transported following chain-of-custody procedures to a laboratory accredited under the National Institute of Standards and Technology (NIST) Voluntary Laboratory Accreditation Program (NVLAP) where they will be analyzed for asbestos using Polarized Light Microscopy (PLM) methods in accordance with EPA Method 600/R- 93/116.

Materials having results of point count analysis of less than 1% are considered to be non-asbestos containing. Polarized Light Microscopy (PLM) is inexpensive, but it cannot identify non-asbestos fibers as asbestos. If the PLM analytical results indicate levels between “trace” (<1%) and 1% asbestos, the samples must be analyzed by point count methodology to better quantify the actual asbestos content. Also, in an effort to eliminate false positives (and costly unnecessary abatement), samples reported as containing between 1% and 10% asbestos can be analyzed/verified by point count. The alternative is to assume the subject material to be asbestos containing.

Upon completion of the above described services, a written report will be prepared and signed by a Florida Licensed Asbestos Consultant (FLAC) pursuant to Florida Statute 469. The reports will include our observations, findings and recommendations.

Cost – ABM/LBP

Scenario 1. 38 residences let all together. Asbestos Survey and Report (including collection of up to 36 samples per residence assuming 38 residences) = \$45,600.00.

If additional samples above and beyond 36 per residence are required, then each additional sample will be charged based on the following:

- Polarized Light Microscopy (PLM) analysis (samples >36) = \$12.00/sample
- Point County (if necessary) = \$35.00/sample

For additional services scenarios see Task 11 below.

Exhibit A

Concurrent with the above asbestos survey, a lead based paint (LBP) survey of the residences within each property will be completed. Testing will be performed in accordance with methodology detailed in the 1995 Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazard in Housing, Chapter 7, Lead-Based Paint Inspection, as amended in October of 1997.

Testing will be performed using a RMD LPA-1 X-Ray Fluorescence (XRF) meter by individuals certified in its use by the manufacturer. Testing will be directed by individuals certified by the State of Florida and the Environmental Protection Agency (EPA) in Lead-Based Paint Inspection and Risk Assessment. Real time field sheets will be prepared and submitted as an attachment to our final report. Testing of the Subject Property buildings will include all interior rooms and the exterior of each building.

A written report will be prepared and will include our observations, findings and recommendations. Costs associated with lead based paint survey is included with the costs enumerated for the Asbestos Survey.

TASK 6 – Boundary Survey(s)

The Consultant shall perform necessary field work and prepare boundary surveys of the residential properties included within the HMGP Grant program for the Bristol Park Area of Eleven Mile Creek project, as requested/directed by Escambia County. Easements or other legal encumbrances upon the property shall be shown if provided by the owner. Completion of property title work shall not be performed and is not included in the proposed scope of services. All work shall be performed in accordance with State of Florida Standards of Practice. For the purposes of this proposal it has been assumed that 45 lot and block boundary surveys per recorded Plats will be required. Additional fee shall be required should the actual number of boundary surveys exceed this assumption or require metes and bounds survey.

TASK 7 – Topographic Survey

The Consultant shall perform a topographic survey of a length of approximately 5,000 linear feet along the subject section of Eleven Mile creek. The topographic survey shall extend outward from the included section of the creek channel to the most upland extents of the Greenbelt easements established by the Record Plats of Bristol Park Unit 1, Bristol Park Unit II and Ashbury Hills (assumed approximate 300' average width). This effort shall include establishing a survey baseline of approximately 5,000 lineal feet generally along the route of the subject section of Eleven Mile Creek, collection of horizontal and vertical position data for all visible and apparent features, and establishing location of property lines which may exist within the subject project area. Based upon discussions with Escambia County a tree survey is not required and is therefore not included within the proposed scope of services. Locations of wetlands, surface waters and other environmentally sensitive lands will be shown based upon sub-meter accuracy GIS data collected by wetlands consultant.

Horizontal reference will be the Florida North Zone State Plane Coordinate System, North American Datum of 1983. Vertical reference will be the North American Vertical Datum of 1988. Benchmarks referenced to NAVD 1988 Datum shall be provided.

Certified copies of any topographic surveys meeting the current State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, shall be provided for County Surveyor review. Electronic files of said survey drawings shall be submitted in State Plane Coordinates.



TASK 8 - Stream Ecosystem Enhancement Master Plan

Consultant will perform a stream and floodplain assessment and evaluation of regional characteristics to analyze the existing condition of the stream as compared to reference environments. Based on the assessment, the Consultant will develop a Stream Ecosystem Enhancement Master Plan documenting feasibility and cost of all possible options for manipulating stream channel and floodplain to achieve water quality, habitat, and flood control objectives considering various constraint scenarios. This Master Plan will support decision-making regarding property acquisition, funding allocations, and regulatory permitting to establish final project footprint.

TASK 9 - Cultural Resources Consultation

A complete a review of the master site file maintained by the Florida Division of Historical Resources shall be performed. Consultant will submit a formal review request to Florida Division of Historical Resources to determine compliance with applicable rule & statute governing historical resources. The desired results will include a response from DHS with a determination whether or not the project area will require a systematic professional archaeological survey.

PHASE I – HMGP Grant Revision and Management Optional Services

TASK 10 – Asbestos and Lead Based Paint Survey Additional Fees for Individual Property Letting

This task establishes addition fees should the properties included within the HMGP grant not be let as a single batch.

Scenario 2 - Residences are let in bundles of 5: Asbestos Survey and Report (including collection of up to 36 samples per residence assuming 5 residences) = \$6,750.

Scenario 3 - Residences are let individually: Asbestos Survey and Report (including collection of up to 36 samples per residence assuming single residence) = \$2,000 per residence.

If additional samples above and beyond 36 per residence are required, then each additional sample will be charged based on the following:

- Polarized Light Microscopy (PLM) analysis (samples >36) = \$12.00/sample
- Point County (if necessary) = \$35.00/sample

TASK 11 – Topographic Survey Transects

Additional topographic data upland of the extents specified in Task 7 shall be collected by completion of transects approximately perpendicular to the stream channel. For the purposes of this proposal it is assumed that the average transect length is approximately 350' (outside the limits of data collected in Task 7) and that 100 transects would be required (1 transect every 50') along the 5,000 linear foot section of Eleven Mile Creek.

**PHASE II – DESIGN, PERMITTING AND LIMITED CONSTRUCTION
OBSERVATION SERVICES**

The below defined scope of services is based upon the assumption that the stream restoration project would be completed for the entire 5,000 linear foot section of Eleven Mile Creek as a single phase project. However, the final design, and consequently design efforts, for Phase II will depend upon various factors which will only be determined through the completion of the Phase I scope of services. Therefore, scope and fee revisions for Phase II services may need to be revised prior to commencing Phase II services.

TASK 12 - Geotechnical Engineering

A geotechnical engineering evaluation and report will be performed for the project to determine the characteristics of the existing soil. Geotechnical exploration will include 25 standard penetration test bores to a depth of approximately 10 feet below existing grade. Sieve analysis will be performed for each bore location to determine native soil gradations as necessary for completion of stream restoration and expansion analysis and design. A signed and sealed report of geotechnical exploration will be provided with this Task.

It should be noted that currently scope of service for Geotechnical Engineering does not include services which may be required for design of structures which may be necessary for the completion of the final design. Geotechnical services necessary to establish design parameters required for structural engineering services will require additional fee negotiation.

TASK 13 – Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Document

The Consultant shall perform a Stream Channel and Floodplain Grading/Enhancement analysis, based on available land and fixed constraints to document optimal three-dimensional surface, in-stream structures, streambank stabilization measures, and vegetation plan for achieving ecological and flood control objectives. The analysis will include ecological engineering, fluvial geomorphology and stream hydrology and hydraulics evaluations. The channel and floodplain surface will be optimized to minimize erosion risk based on hydraulic modeling results to estimate applied shear stresses and velocities under various flood conditions. Structures, bank revetments, and vegetation will be used to manage stability and optimize ecological values. A Multi-Criteria Decision Analysis (MCDA) will be used to rank cost-benefit of alternatives to support communications with clients and stakeholders. The findings of the analysis shall be summarized in a Basis of Design document which will be used to guide final project design and construction plans.

TASK 14 – Design

Based upon the data collected and findings resulting from completion of tasks 10-13 above, the Consultant shall develop a project grading plan. Consultant shall update the Eleven Mile Creek Basin hydrographic ADICPR v.3.2 model channel cross sections to reflect the final project grading plan. The updated model shall be used to simulate the 100-year design storm events in order to evaluate the effect of the final project design upon peak water stages experienced within the subject section of Eleven Mile Creek and surrounding areas.

Based on the information gathered during the assessment phase and conceptual approval from Escambia County, Consultant will prepare Civil Engineering Design documents for a detailed restoration plan including grading, drainage, and planting plans and specifications.

Project designs will be submitted for review to Escambia County at 30%, 60% and 100% design for review and comment. Consultant will provide project coordination with Escambia County, area residents, FEMA and Florida Department of Emergency Management to be sure the goals of the project are being met.

Consultant shall attend utility coordination meetings at the each of the design milestone submittals (30%, 60% and 100%) as well as one plans-in-hand walk through of the project at the 60% design level. This task shall include coordination efforts with any utility owner which may be impacted by the proposed stream restoration and expansion to reduce, to the extent feasible, utility conflicts while preserving the stated project design criteria and goals.

TASK 15 – Permitting

FEMA Post Acquisition Land Use Coordination

Consultant will provide post-acquisition land use consultation with the FEMA Regional Administrator to ensure use that is compatible with applicable regulations, where necessary. This will include written correspondence with necessary supporting documentation and coordination with the Regional Administrator to demonstrate that subsequent use and any structures are compatible with open space and natural function of the floodplain. These activities must take place prior to beginning construction activities on acquired parcels. For the purpose of this proposal, a total of 44 parcels has been assumed at a rate of \$500.00 per parcel.

State of Florida DEP

The activity will require an Environmental Resource Permit pursuant to Chapter 62-346, F.A.C. Consultant will complete the application and provide any information needed in support of the application, including functional assessments, enhancement or restoration plan, etc.

Consultant will prepare scope of work, design drawings appropriate for the application, and prepare the Environmental Resource Permit application. Consultant will negotiate with DEP and provide information as necessary leading to the issuance of a permit.

In the Consultant's opinion the project should qualify for short form and standard form projects solely for environmental restoration or enhancement activities, provided such activities are not associated with a mitigation bank and are not being implemented as mitigation for other activities that require a permit under Part IV of Chapter 373, F.S. If this assumption is correct the permit fee will be \$250, which has not been included in the proposed fee.

DEP may require a public easement for portions of the stream channel if the proposed structures will preempt the public use of the waterway. This will require a boundary survey and legal description of the proposed channel.

DEP Processing fee for public easement is anticipated to be \$639, and has not been included in the proposed fee.

Finally, this project may require a variance from state water quality criteria during construction. For example, it may be impossible to meet state water quality criteria for turbidity during the course of construction. To avoid compliance & enforcement issues, Consultant recommends seeking relief from this water quality criteria during construction via a variance or waiver under section 120.542, Florida Statutes. A variance under section 120.542, Florida Statutes, is an agency “modification to all or part of the literal requirements of a rule.” A waiver under section 120.542, Florida Statutes, is an agency decision “not to apply all or part of a rule to a person who is subject to the rule.” This process will require, Consultant to file a petition for a variance containing the following information:

- a. The petitioner's name and signature
- b. The statute or rule from which the variance is sought.
- c. Facts showing that a variance should be granted for one of the reasons in Section 403.201, F.S.
- d. The time period for which the variance is sought (during construction), including the reasons and facts supporting the time period
- e. The requirements the petitioner can meet, including the date or time when the requirements will be met.
- f. The steps or measures the petitioner is taking to meet the requirement from which the variance is sought. If the request is pursuant to Section 403.201(1)(b), F.S., the petitioner shall include a schedule when compliance will be achieved
- g. The fee prescribed in Rule 62-330.071, F.A.C.

DEP will review the application within 30 days after receipt to determine if the petition is complete. If the petition is determined to be incomplete, the petitioner shall be afforded an opportunity to supply additional information before DEP evaluates the petition. Once the petition is complete, DEP shall prepare a notice of intended agency action regarding the petition for a variance, and shall publish it one time in the Florida Administrative Register.

For variance petitions processed by the Department, the petitioner shall also publish notice of intended agency action one time, at its expense, in a newspaper of general circulation, as defined in Section 50.031, F.S., in the county in which the property for which the variance is sought is located. For variance petitions processed by the District, the District will cause the notice of intended agency action to be published, one time, in a newspaper of general circulation, as defined in Section 50.031, F.S., in the county in which the property for which the variance is sought is located.

DEP charges a fee of \$830 to process a variance. This cost is not included in our proposal. Publication costs which include publication of notice of agency action within a newspaper of general circulation in the area affected is not included in our costs.

The proposed stream restoration and expansion will require an individual permit pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. §403). The same Environmental Resource Permit Application submitted to DEP will be sent to the Corps requesting authorization for the Boat Ramp project.

Exhibit A

The following is a brief outline of the Corps process:

1. Prepare and submit the application.
2. Corps will review the application and may request additional information. Information typically required to complete an application may include, but is not limited to the following:
 - a. Plan and profile drawings depicting the proposed activity
 - b. General description of the geology of the site (Site specific geotechnical information will not be required).
 - c. Description of project objectives
 - d. Adaptive Management Plan
 - e. Biological Evaluation in accordance with 50 CFR 402.12 and 402.14
3. The complete application will allow coordination with agencies with nexus to CWA and RHA
4. Agency coordination may result in a request for additional information
5. After agency coordination, the Corps will publish a public notice. The public notice along with a copy of the permit drawings and a description of the project will be mailed out to the adjacent property owners, the applicant, and consultant. All other interested parties have to access pending public notices from the website.
6. Comments received from the public notice may result in a request for additional information.

If after the process describe above the Corps determines the proposed activity is consistent with their guidelines and all adverse comments received from agency coordination are addressed the Corps will be begin to draft the Environmental Assessment and Statement of Findings (EASOF). Consultant will assist the Corps in drafting the EASOF.

We will work to involve the agencies in the conceptual stage of the project to foster communication and understanding of permitting agency requirements for the project.

TASK 16 – Bid Support and Limited Construction Observation (Hourly Rate)

Consultant will assist the County in preparing Bid Documents and will provide bid assistance through the bidding process by responding to Contractor RFIs. Consultant will make periodic visits during construction to observe and document the progress of the Project and provide monthly progress reports to the County of our observations. Consultant will perform a final inspection at Project completion to determine general conformance with the plans and specifications and provide As-Built drawings of the constructed project. For the purposes of this proposal, a construction duration of 12 months (1 year) has been assumed with twenty 8-hour site visits by Greg Jennings, twenty-eight 8-hour site visits by Justin Barrett and site visits roughly once every two weeks by Mott MacDonald representatives. If actual construction observation service efforts exceed these assumptions additional fee will be required.

PHASE II – DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION OPTIONAL SERVICES

TASK 17 – Revise HMGP Grant Scope

Consultant will support the Escambia County with a maximum of one period of performance, scope, and budget modification request to the FDEM. Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, and/or an updated schedule with significant milestones. For the purposes of this proposal it has been assumed that the grant modification effort completed under this Task add seventeen (17) properties to the grant.



TASK 18 – HMGP Grant Management

The Consultant will oversee and support administration and management to ensure program compliance with the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Guidance and any relevant federal and state laws, regulations, and codes for the awarded and any future awarded grants for a total of 17 residences with an anticipated duration of 36 months (12 quarters). This task includes the following components:

Quarterly Reporting

Consultant will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the Florida Division of Emergency Management (FDEM) within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. The fee for this effort assumes preparation of 12 quarterly reports at a cost of \$926.42 each.

Request for Reimbursements

Consultant will develop and submit Request for Reimbursements (RFR) as requested by Escambia County, but no more frequent than on a quarterly basis. The RFR includes a form which provides the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Consultant will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. The fee for this effort assumes preparation of 12 requests for reimbursement on a quarterly basis at a cost of \$2,729.67 each.

Site Visits and Project Monitoring Requests

Consultant will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work, and environmental and historic conditions are being or have been fulfilled. Consultant will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV. The fee for this effort will be billed on a per residence basis at a rate of \$2,450.94 per residence in the month during which time the residence is demolished and the property returned to a natural state.

Homeowner Coordination

Consultant will support homeowner communications and coordination as necessary. This includes supporting meetings with homeowners and assisting with questions and other project implementation and coordination activities. The fee for this effort will be billed on a per residence basis at a rate of \$4,910.35 per residence in the month during which time each property is closed upon.

Project Closeout and Final Request for Reimbursement and Final Inspection

Consultant will conduct project closeout related activities. This includes drafting an official closeout letter, completing the final progress report, and submitting the final RFR. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the sub-grant agreement with the FDEM. The final RFR will provide the overall amount of the request and summary of documentation which provides a breakdown of invoices the applicant would like to be reimbursed for. The fee for this effort will be billed on a per residence basis at a rate of \$1,633.41 per residence following completion of the demolition.

Maintenance of Records Assistance

Consultant will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for reimbursement. Consultant will maintain all files relevant to audits and will support Escambia County with audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County and Consultant. The fee for this effort will be billed at a rate of \$611.11 per month throughout the life of the grant management efforts.

Audit Support

Consultant will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary. Consultant shall pre-audit all source documentation such as payroll records, project time sheets, attendance logs, value of equipment, etc., and shall ensure the documentation includes required detail describing tasks performed, type of equipment and appropriate rates, task hours and related hourly rate per employee, and employee benefits. This may include support on procurement activities for other services related to acquisition. The fee for this effort, if necessary, will be billed on a lump sum basis.

TASK 19 – Submerged Land Lease/TIITF Easement Sketch and Description

This task includes preparation of easement sketch and descriptions as may be required to acquire either a submerged land lease or TIITF easement to complete permitting of proposed improvements associated with the project. Easement Sketch and Description shall be completed on a per sketch and description basis. For the purposes of this proposal only 1 sketch and description has been assumed. Should additional sketch and descriptions be necessary additional fees shall be required.

SUMMARY

It should be noted, that Phase II optional services may also include conducting a Cultural Resource Archaeological Survey and/or a Phase 2 Environmental Site Assessment, based upon certain findings from the Phase I scope of services. Unfortunately, the size and complexity of these services could vary drastically based upon the extents of the included areas and the nature of the concern(s). Fees for these services will need to be negotiated prior to commencing the Phase II services for the project.

Exhibit A



We look forward to working with you on this project, and will gladly answer questions you may have regarding this Scope of Work.

Best regards,
Mott MacDonald FLORIDA, LLC

A handwritten signature in blue ink that reads 'Steven D. White'.

Steven D. White, PE
Senior Project Engineer
T +1 (850) 484 6011
steven.white@mottmac.com

A handwritten signature in blue ink that reads 'David D. Skipper'.

David D. Skipper, PE
Vice President

Steven D. White, PE
Mott MacDonald
220 West Garden Street, Suite 700
Pensacola FL 32502

Arcadis U.S., Inc.
1510 Airport Boulevard, Suite 3
Pensacola
Florida 02886
Tel 850-895-4707
Fax 850-476-3754
www.arcadis.com

Subject:

PD 16-17.011, BRISTOL PARK AREA OF ELEVEN MILE CREEK STREAM
RESTORATION AND FLOOD PLAIN EXPANSION, Scope and Fee Proposal for
Third and Final Negotiation Meeting

Date:

January 31, 2017

Contact:

Frank McColm

Dear Mr. White:

Per our call, January 26, 2017 and subsequent conversations regarding the response to the solicitation, please find below a revised scope and fee proposal to perform requested services for the Bristol Park Acquisition and Stream Restoration project. Arcadis' efforts include the following components:

Phone:

850-895-4707

Email:

Frank.mccolm@arcadis.com

Period of Performance, Scope of Work, and Budget Modification Requests

Arcadis will support Escambia County with a maximum of two period of performance, scope, and budget modification requests to the Florida Division of Emergency Management (FDEM). Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, and/or an updated schedule with significant milestones. For the purposes of this proposal it has been assumed that the grant modification effort completed under this Task will not modify the number of properties currently included in the approved grant (27) but rather which properties will be included in the grant. A second modification for 17 properties is also included in the attached fee proposal.

Quarterly Reporting

Arcadis will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the FDEM within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. Arcadis will complete up to

twelve quarterly reports for this project. The fee for this effort assumes preparation of 12 quarterly reports at a cost of \$833.33 each.

Request for Reimbursements

Arcadis will develop and submit Request for Reimbursements (RFR) on a quarterly basis. The RFR includes a form which provides the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Arcadis will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. Arcadis shall pre-audit all source documentation. This may include support on procurement activities for other services related to acquisition. Arcadis will be responsible for coordinating with the FDEM on all requests for information resulting from the RFR. Arcadis will complete up to 12 RFRs.

Site Visits and Project Monitoring

Arcadis will perform regular site visits to ensure compliance with grant conditions commensurate with grant scope of work completion. Arcadis will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work, and environmental and historic conditions are being or have been fulfilled. Arcadis will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV. Site visits and project monitoring will be invoiced on a per property basis up to 27 properties in accordance with the attached fee proposal.

Property Owner Coordination

Arcadis will support property owner communications and coordination as necessary. This includes supporting meetings with property owner and assisting with questions and other project implementation and coordination activities. This task also includes working with property owners to collect all necessary documentation for project compliance. Property Owner Coordination support will last for the duration of a contract resulting from this proposal. Property Owner Coordination will be invoiced on a per property basis up to 27 property in accordance with the attached fee proposal.

Project Closeout and Final Inspection

Arcadis will conduct project closeout related activities for each property throughout the duration of a contract resulting from this proposal. This includes drafting an official closeout letter, completing the final progress report and package, and coordination with State and Federal agencies. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the subgrant agreement with the FDEM. Project Closeout and Final Inspection will be invoiced on a per property basis up to 27 properties in accordance with the attached fee proposal.

Maintenance of Records Assistance

Arcadis will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for financial and programmatic compliance. Arcadis will maintain all files relevant to audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County and Arcadis. Maintenance of records will be invoiced monthly in accordance with the attached fee proposal.

FEMA Post Acquisition Land Use Coordination

Consultant will provide post-acquisition land use consultation with the FEMA Regional Administrator to ensure use that is compatible with applicable regulations, where necessary. This will include written correspondence with necessary supporting documentation and coordination with the Regional Administrator to demonstrate that subsequent use and any structures are compatible with open space and natural function of the floodplain.

Audit Support

Arcadis will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary during the life of a contract resulting from this proposal. Audit Support will only be invoiced in the event of an audit.

The above services are for Phase I, Tasks 1 and 2. It was also requested that Arcadis provide a fee to add 17 additional properties during Phase II activities as a contingency. The Scope of Work for these Phase II services will be identical to the above yet only apply to up to 17 properties. A fee for the Phase II services is itemized in the attached fee proposal.

Should you or the County have any additional questions, please do not hesitate to contact me using the information provided above. We appreciate the opportunity to be of service.

Sincerely,



Frank McColm, AICP, CFM
Senior Management Consultant
Arcadis U.S., Inc.

Attachments:
PD 16-17.011 Fee Proposal

Phase I**Task 1**

Period of Performance, Scope of Work, and Budget Modification Requests	\$	45,000.00	
1st Modification	\$	27,500.00	
2nd Modification	\$	17,500.00	

Task 2

Quarterly Reporting	\$	10,000.00	
12 Quarters	\$	833.33	Per Quarter
Requests for Reimbursement	\$	30,000.00	
12 RFRs	\$	2,500.00	Per RFR
Site Visits and Project Monitoring	\$	60,000.00	
27 Homes	\$	2,222.22	Per Home
Homeowner Coordination	\$	120,000.00	
27 Homes	\$	4,444.44	Per Homowner
Project Closeout and Final Inspection	\$	40,000.00	
27 Homes	\$	1,481.48	Per Closeout
Maintenance of Records Assistance	\$	20,000.00	
36 Months	\$	555.56	Per Month
Audit Support	\$	10,000.00	
1 Audit			
Phase I, Task 1 and 2 Total	\$	335,000.00	

Phase II

FEMA Post Acquisition Land Use Consultation	\$	22,000.00	
44 Homes	\$	500.00	Per Home
Quarterly Reporting	\$	10,000.00	
12 Quarters	\$	833.33	Per Quarter
Requests for Reimbursement	\$	30,000.00	
12 RFRs	\$	2,500.00	Per RFR
Site Visits and Project Monitoring	\$	37,750.00	
17 Homes	\$	2,220.59	Per Home
Homeowner Coordination	\$	75,750.00	
17 Homes	\$	4,455.88	Per Homowner
Project Closeout and Final Inspection	\$	25,150.00	
17 Homes	\$	1,479.41	Per Closeout
Maintenance of Records Assistance	\$	20,000.00	
36 Months	\$	555.56	Per Month
Audit Support	\$	10,000.00	
1 Audit			
Phase II Total	\$	230,650.00	



January 31, 2017

Steven White, PE, Senior Project Engineer
Mott MacDonald
220 West Garden Street, Suite 700
Pensacola, FL 32502

**RE: Bristol Park Area of Eleven Mile Creek
Stream Restoration and Floodplain Expansion
Jennings Environmental and Goodwyn, Mills and Cawood, Inc.
Scope and Fee Proposal**

Mr. White,

The team of Jennings Environmental and Goodwyn, Mills and Cawood, Inc. is pleased to have this opportunity to work with the Mott MacDonald Team to complete the referenced project. Below is our understanding of each phase, proposed scope, deliverables and fee associated with each phase as part of this project.

Phase 1: Perform Stream and Floodplain Assessment and evaluation of regional characteristics to analyze the existing condition of the stream as compared to reference environments. Based on the assessment, develop a Stream Ecosystem Enhancement Master Plan documenting feasibility and cost of all possible options for manipulating stream channel and floodplain to achieve water quality, habitat, and flood control objectives considering various constraint scenarios. This Master Plan will support decision-making regarding property acquisition, funding allocations, and regulatory permitting to establish final project footprint.

- Deliverables for Phase I
 - Stream Assessment Report
 - Regional Curves for Stream Morphology
 - Conceptual Master Plan
 - Basis of Design Report
 - Ecological Assessment Report
 - Project Recommendations
 - Stakeholder Meetings/Public Involvement
- Fee for Phase I - \$198,000

Phase 2: Stream Channel and Floodplain Grading/Enhancement Plan based on available land and fixed constraints to document optimal three-dimensional surface, in-stream structures, streambank stabilization measures, and vegetation plan for achieving ecological and flood control objectives. A Multi-Criteria Decision Analysis (MCDA) will be used to rank cost-benefit of alternatives to support communications with clients and stakeholders. The channel and floodplain surface will be optimized to minimize erosion risk based on hydraulic modeling results to estimate applied shear stresses and velocities under various flood conditions. Structures, bank revetments, and vegetation will be used to manage stability and optimize ecological values.



January 31, 2017
Bristol Park/Eleven Mile Creek
Jennings/GMC Proposal
Page 2

- Deliverables for Phase II
 - Preliminary Design
 - MCDA Analysis
 - In-stream Structure Recommendation
 - Floodplain Grading and Habitat Plan
 - Hydraulic Modeling (Shear Stress Analysis)
 - Final Design Report
 - Stakeholder Meetings/Public Involvement
- Fee for Phase II - \$207,600
- Stream and Floodplain Construction Oversight: To be performed based on hourly rates listed below
 - Greg Jennings - Restoration Leader - \$225/hr
 - Justin Barrett - Senior Engineer - \$150/hr
 - Lee Walters - Senior Ecologist - \$150/hr
 - Project Engineer - \$120/hr

Jennings Environmental and GMC's total proposed fee to complete Phase I and Phase II of the above defined scope of work is \$405,600 plus hourly rates for construction oversight. Our team looks forward to completing a successful project with the Mott Macdonald team. Please feel free to contact us at anytime if you have any questions in regards to our scope and fee.

Sincerely,
GOODWYN, MILLS AND CAWOOD, INC.

Justin N. Barrett, PE, CFM
Environmental

Exhibit A

Eleven Mile Creek Project, Escambia County, FL

	Greg Jennings, PhD, PE Restoration Leader		Justin Barrett, PE Senior Engineer		Lee Walters, PWS Senior Ecologist		Project Engineer		
	\$	225	\$	150	\$	150	\$	100	
Phase I Deliverables	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Total
Stream Assessment Report	80	\$ 18,000	240	\$ 36,000	24	\$ 3,600	168	\$ 16,800	\$ 74,400
Regional Curves for Stream Morphology	24	\$ 5,400	80	\$ 12,000	0	\$ -	72	\$ 7,200	\$ 24,600
Conceptual Master Plan	24	\$ 5,400	80	\$ 12,000	4	\$ 600	64	\$ 6,400	\$ 24,400
Basis of Design Report	32	\$ 7,200	120	\$ 18,000	4	\$ 600	40	\$ 4,000	\$ 29,800
Ecological Assessment Report	24	\$ 5,400	24	\$ 3,600	56	\$ 8,400	24	\$ 2,400	\$ 19,800
Multi-Criteria Decision Analysis (MCDA) for Selecting Design Approach	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
Project Recommendation	16	\$ 3,600	24	\$ 3,600	8	\$ 1,200	16	\$ 1,600	\$ 10,000
Stakeholder Meetings/Public Involvement	40	\$ 9,000	24	\$ 3,600	16	\$ 2,400	0	\$ -	\$ 15,000
TOTAL FOR PHASE I	240	\$ 54,000	592	\$ 88,800	112	\$ 16,800	384	\$ 38,400	\$ 198,000
Phase II Deliverables	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Total
Multi-Criteria Decision Analysis (MCDA) for Selecting Design Approach	24	\$ 5,400	80	\$ 12,000	8	\$ 1,200	56	\$ 5,600	\$ 24,200
Preliminary Design	64	\$ 14,400	240	\$ 36,000	40	\$ 6,000	224	\$ 22,400	\$ 78,800
In-stream Structure Recommendation	24	\$ 5,400	48	\$ 7,200	4	\$ 600	16	\$ 1,600	\$ 14,800
Floodplain Grading and Habitat Plan	24	\$ 5,400	32	\$ 4,800	0	\$ -	48	\$ 4,800	\$ 15,000
Hydraulic Modeling (Shear Stress Analysis)	32	\$ 7,200	136	\$ 20,400	0	\$ -	120	\$ 12,000	\$ 39,600
Final Design Report	24	\$ 5,400	48	\$ 7,200	24	\$ 3,600	40	\$ 4,000	\$ 20,200
Stakeholder Meetings/Public Involvement	40	\$ 9,000	24	\$ 3,600	16	\$ 2,400	0	\$ -	\$ 15,000
TOTAL FOR PHASE II	232	\$ 52,200	608	\$ 91,200	92	\$ 13,800	504	\$ 50,400	\$ 207,600
Stream and Floodplain Construction Oversight	160	\$ 36,000	200	\$ 30,000	24	\$ 3,600	0	\$ -	\$ 69,600
TOTAL FOR PROJECT	632	\$ 142,200	1,400	\$ 210,000	228	\$ 34,200	888	\$ 88,800	\$ 475,200

January 31, 2017

Steve White
Mott MacDonald
220 West Garden Street; Suite 700
Pensacola, FL 32502

**Re: *Scope and Fee Proposal*
 *Bristol Park***

Dear Mr. White,

Please accept this letter as a proposal of our firm to undertake certain due diligence tasks associated with the Bristol-Ashbury Hills HMGP & Eleven Mile Creek Floodplain and Stream Restoration Project. The following scope and fees are enumerated below:

**Task 1. Delineation of Wetland and other Environmentally Sensitive Resources (Fee: \$7,000).
Schedule – 45 days after notice to proceed is given for specific tasks.**

Physical identification all wetland boundaries will be delineated in accordance with both the methodology outlined in Chapter 62-340, Florida Administrative Code and in the Florida Wetlands Delineation Manual (State – DEP & Water Management District) and the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Federal – Corps). The wetland boundary will be identified in the field by progressively locating points along the upland/wetland boundary at 25-50-ft. intervals or corresponding with directional changes with the boundary. Each point will be identified by an experienced wetland scientist paired with a second environmental professional to obtain a Global Positioning System (GPS) location. Pink flags will be placed at each point clearly marked “Wetland Delineation”. Each flagged point will also contain specific alpha numeric designator for later tracking of its location. Wetland Sciences, Inc. will use a Trimble GeoXT GPS system to locate each point. Data will be collected using Trimble’s TerraSync Professional Software with further data refinement using Trimble’s Pathfinder Professional Software. This typically results in submeter accuracy. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel’s boundaries. These sketches will be attached as an exhibit to our report.

WSI will also characterize each ecological community & condition within the subject property and identify environmentally sensitive lands and other resources regulated by the natural resource provisions of Escambia County Land Development Code.

Task 2. Phase I Environmental Assessment (Cost \$10,100). Schedule 30 days after notice to proceed given for specific task.

Phase I ESA – The ESA will be conducted to identify, to the extent feasible, recognized environmental conditions in connection with the subject property. Wetland Sciences, Inc., proposes to perform the Phase I ESA in general accordance with American Society for Testing and Materials (ASTM) Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The scope of services includes the following activities.

1. Review of Information Provided - Documents and information provided by the client will be reviewed and evaluated, including previous environmental investigations or assessments, legal

Exhibit A

descriptions, site plans, chain of title or other historical documents, and any other information to us. Communication of such information to us, or other specialized knowledge or experience that is material to recognized environmental conditions in connection with the property is necessary to comply with the ASTM protocol. ASTM E 1527-13 mandates a search of environmental liens and activity and use limitations (AULs) in order for the property owner to comply with the standard and gain CERCLA liability protection. Wetland Sciences, Inc. will search readily available public records for environmental liens and activity and use limitations.

2. Environmental Records Review - ASTM standard federal and state environmental record source lists will be obtained and reviewed for the approximate minimum search distances. Additional, Federal, State, and local environmental record sources may be queried to enhance and supplement the above-listed sources.
3. Search for recorded environmental cleanup liens. A title search will be conducted for each individual property to identify and environmental cleanup liens or land use encumbrances.
4. Physical Setting - A current USGS 7.5 minute topographic map will be reviewed to assist in evaluating the physical setting for the site. Additional physical setting sources regarding geological and hydro-geologic characteristics of the site may also be reviewed, in the event conditions are identified in which potential contaminants are likely to migrate to the subject property or from or within the subject property.
5. Historical Use Information - Previous uses and/or occupancy of the site will be evaluated from the present back to the property's obvious first developed use, or back to 1940, whichever is earlier. Previous uses of the property will be evaluated through review of standard historical sources, with the actual records or sources reviewed depending upon whether they are reasonable ascertainable, practically reviewable, useful and within cost and/or time constraints. In some instances, sources may not identify the uses back to 1940 or the property's obvious first developed use, in which case the uses back to the earliest traceable date will be presented.
6. Site Reconnaissance - A site reconnaissance will be conducted to obtain information indicating the potential for recognized environmental conditions in connection with the property. The reconnaissance will consist of systematically traversing the property, during which photographs will be taken to document observations. In the event that visibility or access is limited, these conditions will be noted in the final report. In general, when access problems are encountered, the site reconnaissance will be restricted to the perimeter of the subject property and to areas that are readily accessible for visual observations. Property improvements, such as buildings, sheds, and warehouses, will be entered for reconnaissance purposes, except where access is limited or safety concerns prohibit entry. The reconnaissance will be for the observation of readily accessible and visible areas and does not include hidden areas or areas which would require destructive access, such as looking under floors, above ceilings, or behind walls. Arrangements for access will be made prior to the site reconnaissance. Where appropriate, observations and notes will be made concerning:
 - a. General site setting, current and past uses
 - b. Geological, hydrogeologic, hydrologic and topographic conditions
 - c. Improvements including structures, roads, and utilities
 - d. Hazardous substances and petroleum products
 - e. Storage tanks, vents, fill pipes, access ways
 - f. PCB containing equipment
 - g. Stains, corrosion, and stressed vegetation
 - h. Drains, sumps, pits, ponds and lagoons associated with waste disposal
 - i. Solid waste, wastewater, wells, and septic systems
 - j. Odors (Strong, pungent or noxious)
 - k. Drums or containers of hazardous substances, petroleum products or unidentified containers

7. Adjoining properties will be observed from the subject property during the site reconnaissance. Visual observations will be made of current and past uses, wherever apparent, as well as any obvious environmental conditions.
8. Interviews - Interviews will be conducted by phone, in writing, or in person with appropriate on-site personnel and local governmental officials as appropriate; to obtain information indicating recognized environmental conditions in connection with the property.
9. Report Preparation - A report of our findings will be prepared. The report will include information obtained during the assessment regarding recognized environmental conditions of the subject site, documentation and copies of the data obtained, and conclusions based upon this information. The report will include recommendations based upon the findings presented.

For this task, it has been assumed that a single Phase I ESA will be prepared for the overall project area which is anticipated to include 44 properties fronting Eleven Mile Creek.

Task 3. Asbestos Survey & Lead Based Paint Survey (Cost see below). Schedule 20-days after NTP for specific task.

Sub consultants retained by Wetland Sciences, Inc. will conduct a National Emissions Standards for Hazardous Air Pollutants (NESHAPs) pre-demolition asbestos survey of the existing residential structures. The sampling strategy will be based on Asbestos Hazard Emergency Response Act (AHERA) sampling method, with a minimum of three samples per homogeneous area. Sampling will be conducted by a Florida Certified Asbestos Inspector. Samples will be sent to our contracted National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

Sampling locations within and outside the building will be documented noting building material types, locations and quantities this may include, but is not necessarily limited to, the following types of construction materials:

- Roofing materials
- Pipe Insulation
- Flooring
- Ceiling material
- Wallboard and joint compounds
- Window caulk
- Sealants

The bulk material samples will be transported following chain-of-custody procedures to a laboratory accredited under the National Institute of Standards and Technology (NIST) Voluntary Laboratory Accreditation Program (NVLAP) where they will be analyzed for asbestos using Polarized Light Microscopy (PLM) methods in accordance with EPA Method 600/R- 93/116.

Materials having results of point count analysis of less than 1% are considered to be non asbestos containing. Polarized Light Microscopy (PLM) is inexpensive, but it cannot identify non-asbestos fibers as asbestos. If the PLM analytical results indicate levels between “trace” (<1%) and 1% asbestos, the samples must be analyzed by point count methodology to better quantify the actual asbestos content. Also, in an effort to eliminate false positives (and costly unnecessary abatement), samples reported as containing between 1% and 10% asbestos can be analyzed/verified by point count. The alternative is to assume the subject material to be asbestos containing.

Exhibit A

Upon completion of the above described services, a written report will be prepared and signed by a Florida Licensed Asbestos Consultant (FLAC) pursuant to Florida Statute 469. The reports will include our observations, findings and recommendations.

Cost – ABM/LBP

1. Scenario 1. 38 residences let all together. Asbestos Survey and Report (including collection of up to 36 samples per residence assuming 38 residences) = \$43,200.
2. Scenario 2. Residences let in bundles of 5. Asbestos Survey and Report (including collection of up to 36 samples per residence assuming 5 residences) = \$6,750.
3. Scenario 3. Residences are let individually. If each residence is let individually the cost will be \$2,000 per residence.

If additional samples above and beyond 36 per residence are required then each additional sample will be charged based on the following:

- Polarized Light Microscopy (PLM) analysis (samples >36) = \$12.00/sample
- Point County (if necessary) = \$35.00/sample

Concurrent with the above asbestos survey, a lead based paint (LBP) survey of the residences within each property will be completed. Testing will be performed in accordance with methodology detailed in the 1995 Housing and Urban Development (HUD) *Guidelines for the Evaluation and Control of Lead-Based Paint Hazard in Housing, Chapter 7, Lead-Based Paint Inspection, as amended in October of 1997*.

Testing will be performed using a RMD LPA-1 X-Ray Fluorescence (XRF) meter by individuals certified in its use by the manufacturer. Testing will be directed by individuals certified by the State of Florida and the Environmental Protection Agency (EPA) in Lead-Based Paint Inspection and Risk Assessment. Real time field sheets will be prepared and submitted as an attachment to our final report. Testing of the Subject Property buildings will include all interior rooms and the exterior of each building.

A written report will be prepared and will include our observations, findings and recommendations. Costs associated with lead based paint survey is included with the costs enumerated for the Asbestos Survey.

TASK 4 – Environmental Resource Permitting and Agency Negotiations - \$17,000

Wetland Sciences, Inc. will assist Mott MacDonald with the preparation and submittal of necessary applications for both State and Federal environmental resource permits. The following is a brief summary of our proposed action plan:

State of Florida DEP

The activity will require an Environmental Resource Permit pursuant to Chapter 62-346, F.A.C. Wetland Sciences, Inc. will complete the environmental & wetland portions of the application. This will include any information needed in support of the application, including functional assessments, enhancement or restoration plan, etc. This does not include any surveying or engineering that may be required.

DEP may require a public easement for portions of the stream channel if the proposed structures will preempt the public use of the waterway. This will require a boundary survey and legal description of the proposed channel. Survey costs are not included with our proposal.

Exhibit A

Wetland Sciences, Inc. will work with the design engineer to prepare scope of work, design drawings appropriate for the application, and prepare the Environmental Resource Permit application. WSI will negotiate with DEP and provide information as necessary leading to the issuance of a permit.

DEP Permit Fees (not included in our quote). In my opinion the project should qualify for short form and standard form projects solely for environmental restoration or enhancement activities, provided such activities are not associated with a mitigation bank and are not being implemented as mitigation for other activities that require a permit under Part IV of Chapter 373, F.S. If this assumption is correct the permit fee will be \$250. If the project requires an individual permit then the fee will be \$420.

DEP Processing fee for public easement (not included in our quote): \$639

Finally, this project may require a variance from state water quality criteria during construction. For example, it may be impossible to meet state water quality criteria for turbidity during the course of construction. To avoid compliance & enforcement issues, I would recommend seeking relief from this water quality criteria during construction via a **variance or waiver under section 120.542, Florida Statutes**. A variance under section 120.542, Florida Statutes, is an agency “modification to all or part of the literal requirements of a rule.” A waiver under section 120.542, Florida Statutes, is an agency decision “not to apply all or part of a rule to a person who is subject to the rule.” This process will require, WSI to file a petition for a variance containing the following information:

- a. The petitioner’s name and signature
- b. The statute or rule from which the variance is sought.
- c. Facts showing that a variance should be granted for one of the reasons in Section 403.201, F.S.
- d. The time period for which the variance is sought (during construction), including the reasons and facts supporting the time period
- e. The requirements the petitioner can meet, including the date or time when the requirements will be met.
- f. The steps or measures the petitioner is taking to meet the requirement from which the variance is sought. If the request is pursuant to Section 403.201(1)(b), F.S., the petitioner shall include a schedule when compliance will be achieved
- g. The fee prescribed in Rule 62-330.071, F.A.C.

DEP will review the application within 30 days after receipt to determine if the petition is complete. If the petition is determined to be incomplete, the petitioner shall be afforded an opportunity to supply additional information before DEP evaluates the petition. Once the petition is complete, DEP shall prepare a notice of intended agency action regarding the petition for a variance, and shall publish it one time in the *Florida Administrative Register*. For variance petitions processed by the Department, the petitioner shall also publish notice of intended agency action one time, at its expense, in a newspaper of general circulation, as defined in Section 50.031, F.S., in the county in which the property for which the variance is sought is located. For variance petitions processed by the District, the District will cause the notice of intended agency action to be published, one time, in a newspaper of general circulation, as defined in Section 50.031, F.S., in the county in which the property for which the variance is sought is located.

DEP charges a fee of \$830 to process a variance. This cost is not included in our proposal. Publication costs which include publication of notice of agency action within a newspaper of general circulation in the area affected is not included in our costs.

Federal

The proposed boat ramp will require an individual permit pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. §403). The same Environmental Resource Permit Application submitted to DEP will be sent to the Corps requesting authorization for the Boat Ramp project.

The following is a brief outline of the Corps process:

1. Prepare and submit the application.
2. Corps will review the application and may request additional information. Information typically required to complete an application may include, but is not limited to the following:
 - a. Plan and profile drawings depicting the proposed activity
 - b. General description of the geology of the site (Site specific geotechnical information will not be required).
 - c. Description of project objectives
 - d. Adaptive Management Plan
 - e. Biological Evaluation in accordance with 50 CFR 402.12 and 402.14
3. The complete application will allow coordination with agencies with nexus to CWA and RHA
4. Agency coordination may result in a request for additional information
5. After agency coordination, the Corps will publish a public notice. The public notice along with a copy of the permit drawings and a description of the project will be mailed out to the adjacent property owners, the applicant, and consultant. All other interested parties have to access pending public notices from the website.
6. Comments received from the public notice may result in a request for additional information.

If after the process describe above the Corps determines the proposed activity is consistent with their guidelines and all adverse comments received from agency coordination are addressed the Corps will be begin to draft the Environmental Assessment and Statement of Findings (EASOF). We will assist the Corps in drafting the EASOF. Federal will charge a permit fee of \$100.

TASK 5 – Cultural Resources Initial Consultation with Florida Department of State Division of Historical Resources (Fee: \$750)

WSI will complete a review of the master site file maintained by the Florida Division of Historical Resources. WSI will submit a formal review request to Florida Division of Historical Resources to determine compliance with applicable rule & statute governing historical resources. The desired results will include a response from DHS with a determination whether or not the project area will require a systematic professional archaeological survey.

TASK 6 – Sub Deliverables for Phase II – Stream Channel and Floodplain Grading/Enhancement Plan

1. Vegetation plan - WSI will provide technical support for vegetation components Stream and Floodplain Restoration Project. Services will include development of a comprehensive planting plan including:
 - i. Species
 - ii. Specifications
 - iii. General installation guidance
 - iv. Monitoring

- v. Adaptive management
- vi. Maintenance plan

Total this subtask: \$3,000

2. Ecological improvement plan – This plan will identify existing ecological communities within the project site including detailed observations on native plant cover, percentage of obligate and facultative wetland plants, diversity of the wetland percentage of non-native species plant density, richness, and cover. The plan will provide general recommendations regarding the restoration of the native eco-types.

Total this subtask: \$3,000

3. Invasive plant management strategy – This plan will provide management practices to control exotic and nuisance plant species identified within the project site. WSI will identify exotic and nuisance species within the project site and develop management prescriptions.

Total this subtask: \$3,000

4. Tree preservation strategy – WSI will identify intact native communities and/or individual trees within the project site deserving of avoidance and preservation. WSI will work with the design engineer to ensure construction plans and project implementation carefully considers existing ecological inventory.

Total this subtask: \$3,000

This concludes our scope and fee proposal. If you have any questions, please do not hesitate to contact me at (850) 453-4700.

Respectfully,

WETLAND SCIENCES, INC.



Keith Johnson
Environmental Scientist

Enclosures: As indicated



February 2, 2017

Mr. Steven D. White, PE
Senior Project Engineer
Mott MacDonald
220 West Garden Street, Suite 700
Pensacola, Florida 32502

**SUBJECT: Geotechnical Exploration Proposal
Bristol Park Road, Eleven Mile Creek Flood Plain
Escambia County, Florida**

Dear Steven:

Larry M. Jacobs & Associates, Inc. (LMJ) sincerely appreciates the opportunity to submit the following proposal for providing a geotechnical exploration for the subject project. The purpose of this geotechnical exploration is to determine the general subsurface conditions in the flood plain of Eleven Mile Creek near Bristol Park Road and to provide soil classifications. The following sections outline our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

PROJECT AND SITE DESCRIPTION

The project site is located in the flood plain of Eleven Mile Creek in Escambia County, Florida. The project extends on both sides of the creek from 297A to south of Bristol Park Road at its southern most point. We understand the client wants 25 soil borings to evaluate the soil types in the area. At the time of this proposal, the flood plain is thickly wooded, and has steep slopes in some areas. If any of this information changes or is incorrect, please let us know as it may require changes to our scope.

PROPOSED SCOPE OF SERVICES

The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- ▼ Locate the borings at the site. We have included a budget for a dozer or other equipment for clearing.
- ▼ Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of the client to clear.
- ▼ Obtain the COE/FDEP permit needed to drill in wetlands. Note that this permit can take 30-60 days to obtain.
- ▼ Mobilize a tripod mounted drill rig and drill team to the site.
- ▼ As requested, drill 25 Standard Penetration Test (SPT) borings to a depth of 10 feet.
- ▼ Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes a budget for wash #200 sieve, grainsize and water content tests to evaluate and document basic soil properties.

A professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a letter report that will address the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.



- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater or perched water at the time of drilling.
- ▼ A discussion of laboratory test results.
- ▼ AUTOCAD drafted boring logs.

ESTIMATED COSTS

We propose to provide the scope of services in this proposal for an estimated cost of **\$25,343.00**, and an itemized cost breakdown is attached as **Figure #1**. This proposal includes a difficult moving budget to help us access the site. This proposal assumed we have right of entry to the boring locations, that the sites are accessible and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before proceeding.

AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Agreement for Professional Services (Figure #2)** to our office. If the authorization for this work is faxed or emailed to initiate the work, the original signed authorization is needed for our records, which can be forwarded by return mail.

LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments or require any further information, please do not hesitate to call us at your convenience.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'David Liechty', is written over a light blue horizontal line.

David Liechty, PE
Project Engineer

Attachments

Figure #1

LMJ COST BREAKDOWN

CLIENT:	Mott McDonald
PROJECT:	Eleven Mile Creek Flood Plain

UNIT FEE	EST. QTY	
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FIELD TESTING/DRILLING SERVICES

MOBILIZATION		\$350.00 /EA		
	26-75 MI	\$450.00 /EA	1	450.00
	76-125 MI	\$500.00 /EA		
DRILL CREW FOR SPT SAMPLING	0-40 FT	\$13.00 /LF		
	41-80 FT	\$15.00 /LF		
	81-120 FT	\$18.00 /LF		
TRIPOD BORINGS	0-30 FT	\$19.00 /LF	250	4,750.00
25 @ 10 ft	31-60 FT	\$21.00 /LF		
OBTAIN UNDISTURBED SHELBY TUBE		\$85.00 /DY		
DOZER OR CHIPPER RENTAL		\$200.00 /HR	20	4,000.00
DIFFICULT MOVING		\$125.00 /HR	75	9,375.00
ENGINEERING TECH (LOCATE BORINGS & CLEAR UTILITIES)		\$50.00 /HR	20	1,000.00
PERMIT LUMP SUM		\$750.00 /EA	1	750.00
FIELD TESTING/DRILLING TOTAL				\$20,325.00

LABORATORY TESTING SERVICES

WATER CONTENT	\$15.00 /EA		
SIEVE ANALYSIS	\$70.00 /EA	25	1,750.00
WASH #200 SIEVE	\$40.00 /EA	25	1,000.00
PERMEABILITY (INCL. UNIT WEIGHT & MOISTURE CONTENT)	\$110.00 /EA		
ATTERBERG LIMITS TEST	\$90.00 /EA		
BASIC PROPERTIES TESTING ALLOWANCE			
LABORATORY TESTING TOTAL			\$2,750.00

ENGINEERING SERVICES

SENIOR PRINCIPAL GEOTECHNICAL ENGINEER	\$135.00 /HR		
PRINCIPAL GEOTECHNICAL ENGINEER	\$120.00 /HR	2	240.00
PROJECT ENGINEER	\$105.00 /HR	16	1,680.00
PROJECT MANAGER	\$100.00 /HR		
CAD TECHNICIAN	\$58.00 /HR	6	348.00
ENGINEERING TOTAL			\$2,268.00

TOTAL ESTIMATED COST	\$25,343.00
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AN AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT:	Mr. Steven D. White, PE Senior Project Engineer Mott MacDonald 220 West Garden Street, Suite 700 Pensacola, Florida 32502	DATE: February 2, 2017 PHONE: 850.602.9780 EMAIL: steven.white@mottmac.com
SUBJECT:	Geotechnical Exploration Proposal Bristol Park Road, Eleven Mile Creek Flood Plain	

The attached letter forwards our cost proposal for providing a Geotechnical Exploration for the subject project. We propose to provide the services as described and under the conditions presented in the attached letter for an estimated fee of **\$25,343.00**.

LMJ looks forward to working with you on this project. Please have the party responsible for payment of our services **FILL IN THE BOXED SECTION** of this form, **SIGN YOUR AUTHORIZATION** and **RETURN ONE ORIGINAL** of this form to our office to activate our services including the distribution of our report. If the authorization for this work is faxed to initiate the work, we will still need the signed original authorization for our records, which can be forwarded by return mail. If you have any questions or comments, please feel free to call.

THE TERMS AND CONDITIONS ON PAGE TWO OF THIS FORM ARE PART OF THIS AGREEMENT.

FOR: LARRY M. JACOBS & ASSOCIATES, INC.

BY: _____

President

TERMS: ☒ Due on receipt

Herein constitutes my authorization to proceed with and obligates payment for the subject services referenced above in the proposal and if necessary personally guarantees said payment. Invoices are due when rendered. *Invoices shall be considered past due if not paid within 30 days after the invoice date*, unless a previous agreement for extended time for payment has been arranged, and Larry M. Jacobs & Associates, Inc. (LMJ) may without waving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

PROPERTY OWNER:

Name _____	Phone #: (____) _____
Address _____	Fax #: (____) _____
City, State _____ Zip Code _____	Email: _____

PARTY RESPONSIBLE FOR PAYMENT (If different than Client):

Name _____	Phone #: (____) _____
Address _____	Fax #: (____) _____
City, State _____ Zip Code _____	Email: _____

CLIENT'S NAME: _____

AUTHORIZED BY: _____ (Please Print or Type) _____ Title _____ Date _____

Signature: _____
(Must be signed by a Principal or Officer of the Company)

Figure #2

TERMS AND CONDITIONS

Larry M. Jacobs & Associates, Inc. (LMJ) its officers, stockholders, and employees, hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

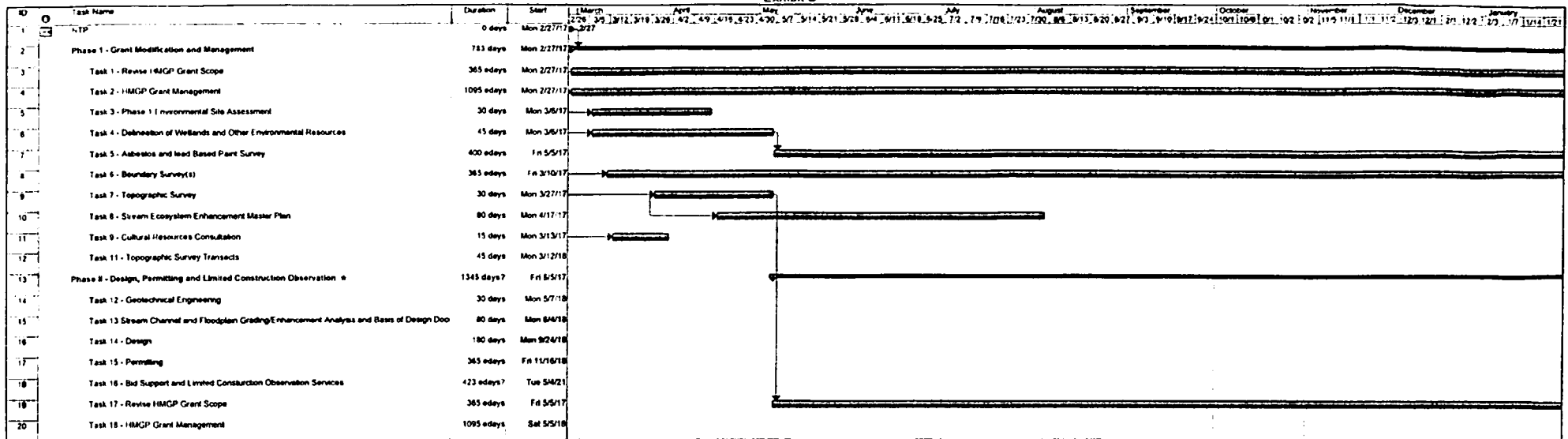
Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

Mediation

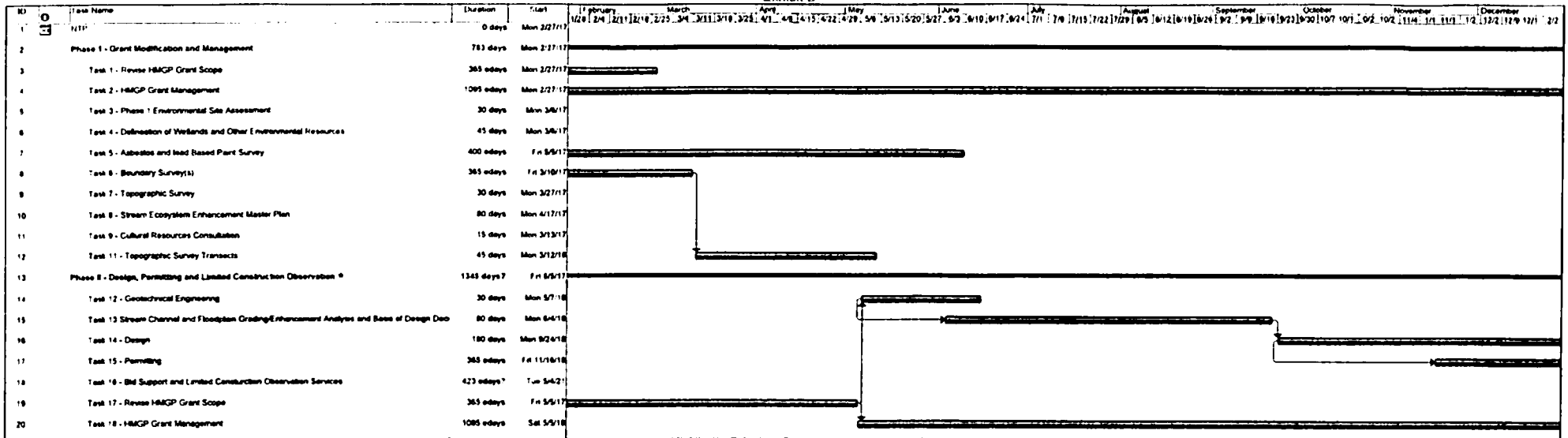
In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Exhibit B



* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

Exhibit B



* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

Exhibit B

ID	Task Name	Duration	Start	End
1	NIP	0 days	Mon 2/27/17	Mon 2/27/17
2	Phase 1 - Grant Modification and Management	783 days	Mon 2/27/17	Mon 2/27/17
3	Task 1 - Revise NMGP Grant Scope	365 edays	Mon 2/27/17	Mon 2/27/17
4	Task 2 - NMGP Grant Management	1095 edays	Mon 2/27/17	Mon 2/27/17
5	Task 3 - Phase 1 Environmental Site Assessment	30 days	Mon 3/6/17	Mon 3/6/17
6	Task 4 - Delineation of Wetlands and Other Environmental Resources	45 days	Mon 3/6/17	Mon 3/6/17
7	Task 5 - Asbestos and Lead Based Paint Survey	400 edays	Fri 5/5/17	Fri 5/5/17
8	Task 6 - Boundary Survey(s)	365 edays	Fri 5/10/17	Fri 5/10/17
9	Task 7 - Topographic Survey	30 days	Mon 3/27/17	Mon 3/27/17
10	Task 8 - Stream Ecosystem Enhancement Master Plan	80 days	Mon 4/17/17	Mon 4/17/17
11	Task 9 - Cultural Resources Consultation	15 days	Mon 3/13/17	Mon 3/13/17
12	Task 11 - Topographic Survey Transects	45 days	Mon 3/12/18	Mon 3/12/18
13	Phase 2 - Design, Permitting and Limited Construction Observation *	1345 days?	Fri 5/5/17	Fri 5/5/17
14	Task 12 - Geotechnical Engineering	30 days	Mon 5/7/18	Mon 5/7/18
15	Task 13 Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Doc	80 days	Mon 6/4/18	Mon 6/4/18
16	Task 14 - Design	180 days	Mon 9/24/18	Mon 9/24/18
17	Task 15 - Permitting	365 edays	Fri 11/16/18	Fri 11/16/18
18	Task 16 - Bid Support and Limited Construction Observation Services	423 edays?	Tue 5/4/21	Tue 5/4/21
19	Task 17 - Revise NMGP Grant Scope	365 edays	Fri 5/5/17	Fri 5/5/17
20	Task 18 - NMGP Grant Management	1095 edays	Sat 5/5/18	Sat 5/5/18

* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

Exhibit B

ID	Task Name	Duration	Start	December	January	February	March	April	May	June	July	August	September	October
1	1.1P	0 days	Mon 2/27/17	1/2	1/21	1/28	2/1	2/2	2/5	2/12	2/19	2/26	3/2	3/9
2	Phase 1 - Grant Modification and Management	713 days	Mon 2/27/17											
3	Task 1 - Revise HMAOP Grant Scope	365 days	Mon 2/27/17											
4	Task 2 - HMAOP Grant Management	1085 days	Mon 2/27/17											
5	Task 3 - Phase 1 Environmental Site Assessment	30 days	Mon 3/6/17											
6	Task 4 - Delineation of Wetlands and Other Environmental Resources	45 days	Mon 3/6/17											
7	Task 5 - Asbestos and Lead Based Paint Survey	400 days	Fri 5/5/17											
8	Task 6 - Boundary Survey(s)	365 days	Fri 3/10/17											
9	Task 7 - Topographic Survey	30 days	Mon 3/27/17											
10	Task 8 - Stream Ecosystem Enhancement Master Plan	80 days	Mon 4/17/17											
11	Task 9 - Cultural Resources Consultation	15 days	Mon 3/13/17											
12	Task 11 - Topographic Survey Transects	45 days	Mon 3/12/18											
13	Phase II - Design, Permitting and Limited Construction Observation *	1345 days?	Fri 6/5/17											
14	Task 12 - Geotechnical Engineering	30 days	Mon 5/7/18											
15	Task 13 Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Doc	80 days	Mon 6/4/18											
16	Task 14 - Design	180 days	Mon 9/24/18											
17	Task 15 - Permitting	365 days	Fri 11/16/18											
18	Task 16 - Bid Support and Limited Construction Observation Services	423 days?	Tue 5/4/21											
19	Task 17 - Revise HMAOP Grant Scope	365 days	Fri 5/5/17											
20	Task 18 - HMAOP Grant Management	1085 days	Sat 5/5/18											

* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

Project: Britton Park Area of 11 Mile C
Date: Tue 12/11/17

Task
Split

Progress
Milestone

Summary
Project Summary

External Task
External Milestone

Deadline

Exhibit B

ID	Task Name	Duration	Start	November	December	January	February	March	April	May	June	July	August	September
1	ITP	0 days	Mon 2/27/17											
2	Phase I - Grant Modification and Management	783 days	Mon 2/27/17											
3	Task 1 - (Revise) BMGP Grant Scope	365 days	Mon 2/27/17											
4	Task 2 - BMGP Grant Management	1095 days	Mon 2/27/17											
5	Task 3 - Phase I Environmental Site Assessment	30 days	Mon 3/6/17											
6	Task 4 - Delineation of Wetlands and Other Environmental Resources	45 days	Mon 3/6/17											
7	Task 5 - Asbestos and Lead Based Paint Survey	420 days	Fri 5/5/17											
8	Task 6 - Boundary Survey(s)	365 days	Fri 3/10/17											
9	Task 7 - Topographic Survey	30 days	Mon 3/27/17											
10	Task 8 - Stream Ecosystem Enhancement Master Plan	80 days	Mon 4/17/17											
11	Task 9 - Cultural Resources Consultation	15 days	Mon 3/13/17											
12	Task 11 - Topographic Survey Transects	45 days	Mon 3/12/16											
13	Phase II - Design, Permitting and Limited Construction Observation	1345 days?	Fri 4/5/17											
14	Task 12 - Geotechnical Engineering	30 days	Mon 5/7/16											
15	Task 13 Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Dev	80 days	Mon 6/4/16											
16	Task 14 - Design	180 days	Mon 8/24/16											
17	Task 15 - Permitting	365 days	Fri 11/16/16											
18	Task 16 - Bid Support and Limited Construction Observation Services	423 days?	Tue 5/4/21											
19	Task 17 - Revise BMGP Grant Scope	365 days	Fri 5/5/17											
20	Task 18 - BMGP Grant Management	1095 days	Sat 5/5/17											

* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

Project: Buford Park Area of 11 Mile C
Date: Tue 1/31/17

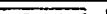
Task  Progress  Summary  External Tasks  Deadline 
Split  Milestone  Project Summary  External Milestone 

Exhibit B

ID	Task Name	Duration	Start	End	October	November	December	January	February	March	April	May	June	July	August
1	1.1P	0 days	Mon 2/27/17		9/12/17	9/19/17	9/26/17	10/3/17	10/10/17	10/17/17	10/24/17	10/31/17	11/7/17	11/14/17	11/21/17
2	Phase 1 - Grant Modification and Management	783 days	Mon 2/27/17												
3	Task 1 - Revise HMGP Grant Scope	365 days	Mon 2/27/17												
4	Task 2 - HMGP Grant Management	1095 days	Mon 2/27/17												
5	Task 3 - Phase 1 Environmental Site Assessment	30 days	Mon 3/6/17												
6	Task 4 - Delineation of Wetlands and Other Environmental Resources	45 days	Mon 3/6/17												
7	Task 5 - Asbestos and Lead Based Paint Survey	400 days	Fri 5/5/17												
8	Task 6 - Boundary Survey(s)	365 days	Fri 3/10/17												
9	Task 7 - Topographic Survey	30 days	Mon 3/27/17												
10	Task 8 - Stream Ecosystem Enhancement Master Plan	80 days	Mon 4/17/17												
11	Task 9 - Cultural Resources Consultation	15 days	Mon 3/13/17												
12	Task 11 - Topographic Survey Transects	45 days	Mon 3/12/17												
13	Phase II - Design, Permitting and Limited Construction Observation *	1345 days?	Fri 5/5/17												
14	Task 12 - Geotechnical Engineering	30 days	Mon 5/7/17												
15	Task 13 Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Doc	80 days	Mon 5/4/17												
16	Task 14 - Design	180 days	Mon 6/24/17												
17	Task 15 - Permitting	365 days	Fri 11/16/17												
18	Task 16 - Bid Support and Limited Construction Observation Services	423 days?	Tue 5/4/17												
19	Task 17 - Revise HMGP Grant Scope	365 days	Fri 5/5/17												
20	Task 18 - HMGP Grant Management	1095 days	Sat 5/5/17												

* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

Mott MacDonald - Labor Fee Prime Consultant																	Sub-Consultants (Lump Sum)										M M MOTT MACDONALD Fees								
Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Engineer I/II	Designer III	Designer IV	Technician II	Administrative Assistant IV	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Topographic Survey Transect Per Linear Foot	Easement Sketch and Description per each	Boundary Survey Complete	Arcadis (Lump Sum)	Wetland Sciences ABMLBP Per Bundle of 5 Houses	Wetland Sciences ABMLBP Per Individual House	Wetland Sciences (Lump Sum)	Jennings/ Environmental/ Goodwyn Mills Cawood (Lumpo Sum)	Greg Jennings (Hourly Rate)	Justin Barrett (Hourly Rate)	Larry M. Jacobs & Associates (Lump Sum)											
		\$ 181.00	\$ 117.00	\$ 96.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 89.00	\$ 124.00	\$ 2.00	\$ 2,100.00	\$ 1,000.00	\$ 750.00	\$ 800.00				\$ 225.00	\$ 150.00												
PHASE I - HMGP GRANT REVISION AND MANAGEMENT																																			
TASK 1 -REVISE HMGP GRANT SCOPE																																			
Period of Performance, Scope of Work and Budget Modifications Requests (27 Total Properties)		8	12														27,500											30,352							
Subtotal Hours =		8	12	-	-	-	-	-	-	-	-	-	-	-	-	-	27,500	-	-	-	-	-	-	-	Subtotal Labor Fee = \$	30,352									
TASK 2 - HMGP GRANT MANAGEMENT																																			
Quarterly Reporting		1	8														\$ 10,000											11,117							
Requests for Reimbursement		3	19														\$ 30,000											32,766							
Site Visits and Project Monitoring		7	41														\$ 60,000											66,064							
Homeowner Coordination		13	83														\$ 120,000											132,064							
Project Closeout and Final Inspection		4	28														\$ 40,000											44,000							
Maintenance of Records Assistance		2	14														\$ 20,000											22,000							
Audit Support		1	7														\$ 10,000											11,000							
Subtotal Hours =		31	200	-	-	-	-	-	-	-	-	-	-	-	-	-	290,000	-	-	-	-	-	-	-	Subtotal Labor Fee = \$	319,011									
TASK 3 - PHASE 1 ENVIRONMENTAL SITE ASSESSMENT																																			
Phase 1 Environmental Site Assessment		1	7														\$ 10,100											11,100							
Subtotal Hours =		1	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,100	-	-	-	-	-	Subtotal Labor Fee = \$	11,100									
TASK 4 - DELINEATION OF WETLANDS AND OTHER ENVIRONMENTAL RESOURCES																																			
Delineation of Wetlands and Other Environmental Resources		2	6														\$ 7,000											8,064							
Subtotal Hours =		2	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,000	-	-	-	-	-	Subtotal Labor Fee = \$	8,064									
TASK 5 - ASBESTOS AND LEAD BASED PAINT SURVEY(S)																																			
Asbestos and Lead Based Paint Survey(s)		16	32														\$ 45,600											52,240							
Subtotal Hours =		16	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45,600	-	-	-	-	-	Subtotal Labor Fee = \$	52,240									
TASK 6 - BOUNDARY SURVEY(S)																																			
Perform and Prepare Boundary Survey																	45											45,000							
Subtotal Hours =		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45	-	-	-	-	-	-	-	Subtotal Labor Fee = \$	45,000									
TASK 7 - TOPOGRAPHIC SURVEY																																			
Horizontal Project Control												20	5	6																					3,829
Vertical Project Control												30	7	9																					5,699
Baseline												50	12	14																					9,404
Topography/DTM												230	70	45																					42,170
Subtotal Hours =		-	-	-	-	-	-	-	-	-	330	94	74	-	-	-	-	-	-	-	-	-	-	-	-	Subtotal Labor Fee = \$	61,102								
TASK 8 - STREAM ECOSYSTEM ENHANCEMENT MASTER PLAN																																			
Stream Assessment Report		33	67														\$ 74,400											88,212							
Regional Curvs for Stream Morpholgy		11	22														\$ 24,600											29,165							
Conceptual Master Plan		11	22														\$ 24,400											28,965							
Basis of Design Report		13	27														\$ 29,800											35,312							
Ecologiad Assessment Report		9	18														\$ 19,800											23,535							
Project Recommendations		4	9														\$ 10,000											11,777							
Stakeholder Meetings/Public Involvement		7	13														\$ 15,000											17,788							
Subtotal Hours =		88	178	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	198,000	-	-	-	-	Subtotal Labor Fee = \$	234,754									
TASK 9 - CULTURAL RESOURCE CONSULTATION																																			
Cultural Resource Consultation		1	-														\$ 750											867							
Subtotal Hours =		-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	750	-	-	-	-	Subtotal Labor Fee = \$	867									
PHASE I BASIC SERVICES TOTAL																									\$	762,490									

Mott MacDonald - Labor Fee Prime Consultant																	Sub-Consultants (Lump Sum)											
Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Engineer I/II	Designer III	Designer IV	Technician II	Administrative Assistant IV	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Topographic Survey Transect Per Linear Foot	Easement Sketch and Description per each	Boundary Survey Complete	Arcadis (Lump Sum)	Wetland Sciences ABM/LBP Per Bundle of 5 Houses	Wetland Sciences ABM/LBP Per Individual House	Wetland Sciences (Lump Sum)	Jennings Environmental/ Goodwyn Mills Cawood (Lumpo Sum)	Greg Jennings (Hourly Rate)	Justin Barrett (Hourly Rate)	Larry M. Jacobs & Associates (Lump Sum)	Fees			
		\$ 181.00	\$ 117.00	\$ 96.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 89.00	\$ 124.00	\$ 2.00	\$ 2,100.00	\$ 1,000.00	\$ 750.00	\$ 800.00			\$ 225.00	\$ 150.00						
PHASE I - HMGP GRANT REVISION AND MANAGEMENT OPTIONAL SERVICES																												
TASK 10 - ASBESTOS AND LEAD BASED PAINT SURVEY ADDITIONAL FEES FOR INDIVIDUAL PROPERTY LETTING																												
Senario 2 Asbestos and lead based paint survey additional fees if properties let in bundles of 5		1	6															7	3						8,533			
Scenario 3 Asbestos and lead based paint survey additional fees if properties let individually		6	21																38						33,943			
Subtotal Hours =		6	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	38	-	-	-	-	-				
																										Subtotal Labor Fee = \$	33,943	
TASK 11 - TOPOGRAPHIC SURVEY TRANSECTS																												
TOPOGRAPIC SURVEY TRANSECTS (OUTSIDE OF LIMITS DEFINED IS TASK 7)														35,000											70,000			
Subtotal Hours =		-	-	-	-	-	-	-	-	-	-	-	-	35,000	-	-	-	-	-	-	-	-	-	-				
																										Subtotal Labor Fee = \$	70,000	
																										PHASE I OPTIONAL SERVICES TOTAL \$		103,943
PHASE II - DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION BASIC SERVICES																												
TASK 12 - GEOTECHNICAL EXPLORATION																												
Geotechnical Exploration		4	12																					\$ 25,343	27,471			
Subtotal Hours =		4	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,343				
																										Subtotal Labor Fee = \$	27,471	
TASK 13 - STREAM CHANNEL AND FLOODPLAIN GRADING/ENHANCEMENT ANALSYIS AND BASIS OF DESIGN DOCUMENT																												
MCDA Analysis		12	22																		\$ 24,200				28,946			
Preliminary Design		31	78																		\$ 78,800				93,537			
In-stream Structure Recommendation		6	15																		\$ 14,800				17,641			
Floodplain Granding and Habitat Plan		6	15																		\$ 15,000				17,841			
Hydraulic Modeling		15	39																		\$ 39,600				46,878			
Final Design Report		8	20																		\$ 20,200				23,988			
Vegetation Plan		2	6																		\$ 3,000				4,064			
Ecological Improvement Plan		2	6																		\$ 3,000				4,064			
Invasive Plant Management Strategy		2	5																		\$ 3,000				3,947			
Tree Preservation Strategy		2	5																		\$ 3,000				3,947			
Stakeholder Meetings/Public Involvement		6	15																		\$ 15,000				17,841			
Subtotal Hours =		92	226	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,000	207,600	-	-	-				
																										Subtotal Labor Fee = \$	262,694	
TASK 14 - DESIGN																												
30% Design Development		120	240				360																		87,600			
30% Design Review Meeting		2	2																						596			
30% Utility Coordination Meeting		1	1																						298			
60% Design Development		116	240				360																		86,876			
60% Design Review Meeting		2	2																						596			
60% Utility Coordination		1	1																						298			
60% Plans in hand Walk Throught		4																							724			
100% Design Development		40	120				120																		33,880			
100% Design Review Meeting		2	2																						596			
100% Utility Coordination		1	1																						298			
IFC Documents		20	40																						8,300			
Subtotal Hours =		309	649	-	-	-	840	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
																										Subtotal Labor Fee = \$	220,062	
TASK 15 - PERMITTING																												
FEMA Post Acquisition Land Use Consultation		6	12														\$ 22,000								24,480			
Prepare Permit Submittals (NWFWMP, FDEP, USACE)		10	12				40											\$ 5,000							12,414			
Agency Negotiation and Coordination		20	20															\$ 12,000							17,960			
Prepare and Submit FEMA "No Rise" Certification		80	200																						37,880			
Permit Application Fees																					\$ 1,989							
Subtotal Hours =		116	244	-	-	-	40	-	-	-	-	-	-	-	-	-	22,000	-	-	18,989	-	-	-	-				
																										Subtotal Labor Fee = \$	92,744	
TASK 16 - BID SUPPORT AND LIMITED CONSTRUCTION OBSERVATION (HOURLY RATE)																												
Bidding Support Services		8	16				16																		5,000			
Construction Observation		40	200																			160	224		100,240			
As-Built Drawings		12	24				40																		9,180			
Subtotal Hours =		60	240	-	-	-	56	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160	224	-				
																										Subtotal Labor Fee = \$	114,420	
																										PHASE II BASIC SERVICES TOTAL \$		717,391

Mott MacDonald - Labor Fee Prime Consultant																	Sub-Consultants (Lump Sum)											
Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Engineer I/II	Designer III	Designer IV	Technician II	Administrative Assistant IV	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Topographic Survey Transect Per Linear Foot	Easement Sketch and Description per each	Boundary Survey Complete	Arcadis (Lump Sum)	Wetland Sciences ABMILBP Per Bundle of 5 Houses	Wetland Sciences ABMILBP Per Individual House	Wetland Sciences (Lump Sum)	Jennings Environmental/ Goodwyn Mills Cawood (Lump Sum)	Greg Jennings (Hourly Rate)	Justin Barrett (Hourly Rate)	Larry M. Jacobs & Associates (Lump Sum)	Fees			
		\$ 181.00	\$ 117.00	\$ 96.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 89.00	\$ 124.00	\$ 2.00	\$ 2,100.00	\$ 1,000.00		\$ 750.00	\$ 800.00			\$ 225.00	\$ 150.00					
PHASE II - DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION OPTIONAL SERVICES																												
TASK 17 -REVISE HMGP GRANT SCOPE																												
	Period of Performance, Scope of Work and Budget Modifications Requests (17 Additional Properties)	5	10															17,500								19,575		
	Subtotal Hours =	5	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17,500	-	-	-	-	-	-	-	Subtotal Labor Fee = \$ 19,575		
TASK 18 - HMGP GRANT MANAGEMENT																												
	Quarterly Reporting	1	8															\$ 10,000								11,117		
	Requests for Reimbursement	3	19															\$ 30,000								32,766		
	Site Visits and Project Monitoring	10	18															\$ 37,750								41,666		
	Homeowner Coordination	22	32															\$ 75,750								83,476		
	Project Closeout and Final Inspection	8	10															\$ 25,150								27,768		
	Maintenance of Records Assistance	2	14															\$ 20,000								22,000		
	Audit Support	1	7															\$ 10,000								11,000		
	Subtotal Hours =	47	108	-	-	-	-	-	-	-	-	-	-	-	-	-	-	208,650	-	-	-	-	-	-	-	Subtotal Labor Fee = \$ 229,793		
TASK 19 -SUBMERGED LAND LEASE/IIITF EASEMENT SKETCH AND DESCRIPTION																												
	Easement Sketch and Description														1											2,100		
	Subtotal Hours =	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	Subtotal Labor Fee = \$ 2,100		
PHASE II OPTIONAL SERVICES TOTAL \$ 251,468																												
OVERALL PROJECT FEE SUMMARY																												
PHASE I BASIC SERVICE TOTAL \$ 762,490																												
PHASE I OPTIONAL SERVICES TOTAL \$ 103,943																												
PHASE I TOTAL \$ 866,433																												
PHASE II BASIC SERVICES TOTAL \$ 717,391																												
PHASE II OPTIONAL SERVICES TOTAL \$ 251,468																												
PHASE II TOTAL \$ 968,859																												
OVERALL PROJECT TOTAL \$ 1,835,292																												

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11702

County Administrator's Report 15. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Collection Services for Public Safety EMS, PD 16-17.019

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Award for Collection Services for Public Safety EMS, PD 16-17.019 - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Collection Agency Services Agreement for collection services for Public Safety EMS, between Escambia County and the Uptain Group, Inc., d/b/a Medco Services, per the terms and conditions of PD 16-17.019, in the estimated annual amount of \$45,000, for a term of 36 months, with an option to renew for two 12-month periods.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401, \$45,000 Annually, Emergencies Medical Services]

BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid on January 16, 2017, and twelve vendors were notified on January 16, 2017. Three bids were received on February 1, 2017, the Public Safety Billing Manager, Joseph A. Scialdone, approved the vendor Uptain Group, Inc., dba - Medco Services, as the most responsive and lowest cost of collection.

BUDGETARY IMPACT:

Funding: Fund 408, Emergence Medical Services, Cost Center 330603, Object Code 53401, Emergence Medical Services,
\$45,000 Annually

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual prepared the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in Compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchasing advertised the Invitation to Bid on January 16, 2017, and a total of twenty vendors were notified. Three vendors bids were received on February 1, 2017, and the Contract Manager, Joseph A. Scialdone, Billing Manager, Public Safety EMS, approve the vendor, Uptain Group, Inc., dba - Medco Services, as the most responsive and low bidder per the Scope of Work.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Purchase Orders, and the Billing Manager will monitor the vendor Services.

Attachments

Bid Tab Awarded

Recommendation to Award Checklist

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Collection Services for the Public Safety EMS BID # PD 16-17.019					
Bid Opening Time: 10:00 a.m. CST Bid Opening Date: 2/1/2017 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknow.	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Percentage Amount of Revenue Collected %
NAME OF BIDDER							
Affiliated Creditors Incorporated	Y	Check	Y	Y	Y	Y	17.5%
Automated Collection Services, Inc.	Y	Check	Y	Y	Y	Y	12.5%
Uptain Group, Inc. dba MedCo Services	Y	Check	Y	Y	Y	Y	7.5%
BIDS OPENED BY:	Lester L. Boyd, Purchasing Coordinator		DATE: 2/1/2017				
BIDS TABULATED BY:	Lori Kistler, SOSA		DATE: 2/1/2017				
BIDS WITNESSED BY:	Lori Kistler, SOSA		DATE: 2/1/2017				

CAR
DATE 2/16/2017

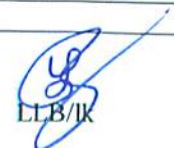
BOCC
DATE 2/16/2017

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to Uptain Group, Inc., dba MedCo Services.

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 @ 11:00 a.m. CST, 2/2/2017


LLB/IK

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST

SECTION 1

- GENERAL INFORMATION SECTION -

Description: **COLLECTION SERVICES FOR PUBLIC SAFETY EMS**

Bid Number: **PD 16-17.019 -**

Opening Date/Time: **Wednesday, February 01, 2017**

Purchasing Agent: **Lester L. Boyd, Purchasing Coordinator**

Client Department: **Public Safety Dept. Director: Michael Weaver – Department Director**

Designee:

Protest Information: **N/A**

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund: **408** Fund Name: **Emergency Medical Services** Fund Amount: **\$45,000-Annually**

Cost Center: **330603**

Object Code: **53401**

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ☐ Yes ☐ No

Note: Attachments to Requisition shall Reference PD #16-17.019, Collection Services for the Public Safety EMS.

Comments Applicable to General Information Section: _____

SECTION 2

- RECOMMENDED AWARD SECTION -

(See Attached Tab Sheet)

Recommendation to the BCC: **To award a Contract to: Uptain Group, Inc., dba-Medco Services**
7037 Old Madison Pike, Ste. 450
Huntsville, AL. 35806, (844) 528-4338

PD #16-17.019, Collection Services for the Public Safety EMS for \$45,000 Annually:

Unit Price Extensions checked by: **Joseph A. Scialdone** Date: **2-1-2017**
Contract Manager (Signature) _____ Date: **2-1-2017**

Special Note: NO NOTE!

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: x _____
Contract Manager - (Signature)

Purchasing Manager/Designee Approval: **Lester L. Boyd, Purchasing Coordinator, (850) 595-4944.**
(Signature)

F0125

COLLECTION AGENCY SERVICES AGREEMENT (PD16-17.019)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Uptain Group, Inc. d/b/a Medco Services (hereinafter referred to as "Agency"), a foreign for-profit corporation authorized to transact business in the State of Florida, Federal Employer Identification Number 63-1142798, whose principal address is 7037 Old Madison Pike, Suite 450, Huntsville, AL 35806 (each at times referred to as "Party" or, collectively, as "Parties").

WITNESSETH:

WHEREAS, on January 16, 2017, the County issued an Invitation to Bidders (PD 16-17.019) seeking the services of an agency to perform collection services; and

WHEREAS, Agency is well qualified and experienced in providing collection services for past due accounts of the County's Emergency Medical Services Department; and

WHEREAS, Agency was the most responsive and responsible bidder proposing to provide such collection services; and

WHEREAS, the County recognizes that the collection of such past due monies owed to the County is essential to the financial safety and welfare of the residents of Escambia County; and

WHEREAS, the County desires to enter into an agreement with the Agency for the provision of such services as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Agency agree as follows:

ARTICLE 1 **Recitals and Definitions**

1.1 **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 **Definitions.** For the purpose of this Agreement, the following terms shall have the following meanings:

Administrator shall mean the County Administrator of the County or his designee. The Administrator is the administrative head of all departments and divisions of the County. In the administration of this contract, as contrasted with matters of policy, the Parties may rely upon instructions or determinations made by the Administrator or his Designee.

Board of County Commissioners shall mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of Escambia County.

Clerk of the Circuit Court shall mean the Clerk of the Circuit Court of Escambia County, Florida, which is a constitutional officer serving as Clerk of the Court and ex officio clerk to the Board of County Commissioners, auditor, recorder and custodian of all County funds.

Office of Management and Budget shall mean the Office of Management and Budget under the direction of the County Administrator.

Participating Departments shall mean all County departments or divisions authorized by the Administrator to refer accounts under this Agreement and the Clerk of the Circuit Court.

ARTICLE 2

Scope of Services

2.1 **Collection of Accounts.** Agency shall provide the following:

- (a) Agency shall serve as the collection agency for all Emergency Medical Services (EMS) Department accounts that are referred by the County.
- (b) Agency may also serve as a collection agency on accounts referred by the Clerk of the Circuit Court and other Non-Emergency Medical Services Department accounts referred by the County Administrator or participating department heads.

2.2 **Minimum Collection Activity.** For each account, Agency shall provide, at a minimum, as follows:

- (a) Upon initial assignment, Agency will immediately send a letter to each debtor. Within ten (10) calendar days of receipt of account, Agency shall attempt to call each debtor with a balance greater than \$25.00.
- (b) Every account without a valid address possessing a balance of \$25 or more will receive skiptracing efforts.
- (c) Agency shall assess each account and continue activation with either a letter series or phone calls.
- (d) Agency shall monitor all account payments initiated.

2.3 **Collection Methodology.** Agency shall establish the collection methodology once a debtor is contacted. This methodology will include the appropriate telephone script to be utilized for court related debt as well as other departmental debt. Every effort will be made to understand the nature of the specific debt so that this information can be utilized by our collection staff.

Agency will advise County of the methodology of all collection services and adhere to County's input. While the Agency shall remain responsible for compliance with applicable laws, the County expressly reserves the right to approve such collection methods utilized by the Agency for all County referred accounts.

2.4 **Timeline for Collection.** Unless the County should provide written notice to return an account, Agency shall retain all accounts until the expiration or termination of this Agreement. The County shall retain full discretion to remove an account at any time provided that County shall credit Agency with subsequent collections procured directly as a result of Agency's prior efforts.

2.5 Agency Collections. Agency will accept payments on all assigned accounts. Agency may not collect any interest, service, or carrying charges on any account unless otherwise instructed to do so in writing by the County. Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorneys' fees and court costs incurred by the Agency in the collection of the referred accounts. Agency may arrange payment schedules within the debtor's current income and ability to pay.

Agency shall be allowed to bill any insurance(s) determined for any referred account, other than Medicare Part B, Florida Medicaid, or Alabama Medicaid. These accounts shall be returned to Escambia County EMS Billing Office for appropriate insurance billing.

2.6 Payments Received. Agency shall deposit all payments collected in an interest bearing account and shall distribute such funds plus any interest accrued to the County on a monthly basis to the Clerk of the Circuit Court or Participating Departments as directed by the County. A separate accounting for each department shall be provided to the Clerk of the Circuit Court and copied to such Participating Department and the Office of Management and Budget. Agency shall, in turn, receive its collection fee based on the amount received from the debtor and the applicable rate.

2.7 Reporting Requirements.

2.7.1 Placement Summary Reports: Within two (2) business days of receiving a referral from the County, Agency shall acknowledge receipt of the account(s) by providing a Placement Summary Report, which at a minimum shall contain the account number and total dollar amount of the referral.

2.7.2 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit to each Participating Department, with copies to the Office of Management and Budget, a monthly report with an alphabetical listing of all accounts, noting all payments collected since the prior report, noting any accounts against which collection efforts have commenced, recommending actions to be taken on problem accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency shall submit each report no later than the 15th day following the month that is the subject of the report.

2.7.3 Uncollectible Accounts: On a monthly basis, Agency shall also submit to the Participating Departments a report of all accounts which, after making every reasonable effort to collect, Agency has deemed uncollectible. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number on EMS accounts. At the request of County, Agency shall further document its effort to collect any specific amount.

Agency shall make a determination and advise the County as to whether or not the debt may be collectable through litigation. Unless otherwise directed, Agency shall return such accounts to County and shall have no right to a commission for any sums thereafter collected upon these accounts. Such returns shall be made in a format acceptable to the County.

2.7.4 Quarterly Reports: No less than quarterly, Agency shall submit to Participating Departments, with copies to the Office of Budget and Management, a quarterly report to

include a list of all open accounts and the status of such accounts including payments, requested adjustments, skiptracing activities and results.

2.7.5 Yearly Reports: On an annual basis, Agency shall furnish a report to each Participating Department summarizing the activity of all accounts during the preceding year.

2.7.6 Complaints: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) calendar days of receipt by the Agency, and the County will provide Agency a copy of any notice of complaint received by it within ten (10) calendar days of receipt by the County Administrator.

Within thirty (30) calendar days of receipt of a complaint or notice of a complaint, Agency will provide a written report to the County informing the County Administrator of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved, and a positive statement of corrective action taken to avoid recurrence of such a complaint in the future. Upon request of the County Administrator, Agency shall remove any employee from the future collection of County referred accounts.

2.8 Quality Control. Agency agrees to maintain a quality assurance program for its employees including, but not be limited to, periodic instruction in the lawful and ethical practices of account collection. Additionally, Agency shall affirm that none of the Agency's Employees or Contractors is prohibited from doing business with the Centers for Medicare and Medicaid Services as evidence that they are routinely checked on a monthly basis against the Office of Inspector Generals' List of Excluded Individuals and Entities database.

2.9 Compliance with Laws. Agency shall at all times undertake to collect County referred accounts through all ethical and lawful means. In the performance of this Agreement, Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference.

2.10 Suspension of Collection and Recall. Upon receiving written notice from the County, Agency shall immediately suspend collection efforts on any account referred for collection. Upon receiving written notice, Agency shall return any referred account, without charge or penalty to County, except the applicable fees earned to date. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts referred to Agency.

2.11 Legal Action. Agency may initiate legal action only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records, and other necessary documentation.

ARTICLE 3 **Compensation and Method of Payment**

3.1 Compensation. Agency shall be compensated for collection services as follows:

(a) Primary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by the Emergency Medical Services Department a sum equal to 7.5% of monies actually collected.

(b) Secondary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that have been previously forwarded to a collection agency, a commission sum equal to 30% of monies actually collected by Agency.

(c) Early-out Patient Pay Collection: Agency agrees to accept as full payment for services rendered for the collection of Patient Pay accounts submitted, within sixty (60) calendar days from date of service, a sum equal to 10% of monies actually collected by Agency.

3.2 Payment of Fees. Agency shall receive its fees following transmittal to County of all monies collected in the manner provided in this Agreement. 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.

3.3 Fees for Direct Payments. County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made to the County or the Agency. The Participating Department will notify the Agency of any direct payments made as a result of Agency's efforts and will pay Agency the appropriate fee for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as provided in ¶3.2 above. The County will, upon request, verify payments on specific accounts and credit the Agency as specified above.

ARTICLE 4 **Term and Termination**

4.1 Term. This Agreement shall commence upon the date last executed and continue in effect for a term of thirty-six (36) months. This Agreement may be renewed for two (2) additional one (1) year terms. The parties may indicate their wish to extend this Agreement by providing written notice to the other party no later than thirty (30) days before the expiration of the initial or any subsequent one-year (1) term. In no event shall the Agreement extend beyond five (5) years in duration after exercising all options for renewal.

The parties understand and agree that upon the expiration or termination of this Agreement, the County shall in no way be further obligated to Agency and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer collection services to County.

4.2 Termination.

4.2.1 Termination for cause. The County reserves the right to immediately terminate this Agreement for cause upon the failure of Agency to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to, the violation of any state, federal or local laws and ordinances. In the event of a termination for cause, Agency will return all accounts to County.

4.2.2 Termination for convenience. County reserves the right, at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement for convenience with respect to all or any portion of the collection services. County may exercise its right of termination for convenience by furnishing to Agency written notice of its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) calendar days following the date of the receipt of such notice by the Agency. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages or any other claim of any type by Agency.

ARTICLE 5

Indemnification and Insurance Requirements

5.1 Indemnification. Agency shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of the Agency in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Agency 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 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 of insurance. The Agency 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.

5.2 Insurance.

5.2.1 The Agency 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) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory Workers' Compensation.

5.2.2 It is understood and agreed by the parties that in the event that the Agency 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.

5.2.3 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 Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

5.2.4 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 Office of Purchasing, 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.

ARTICLE 6 **Miscellaneous**

6.1 **Independent Contractor.** In the performance of this Agreement hereunder, Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency or as between Participating Departments and Agency. Agency understands and agrees that all persons furnishing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.

6.2 **Notices.** All notices required or to be given hereunder shall be in writing to the addresses below and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

COUNTY:

Office of the County Administrator
Attn: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

AGENCY:

Uptain Group, Inc.
Joseph Uptain
7037 Old Madison Pike, Ste. 450
Huntsville, Alabama 35806

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.

6.3 **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.

6.4 **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**

6.5 Confidentiality. All information not subject to disclosure under the Public Records Act that is acquired by Agency in the course of performing services under this Agreement shall be confidential, and shall not be open to examination for any purpose without prior approval of County.

6.6 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.

6.7 Compliance with Laws. Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida, and in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations. Specific to Protected Healthcare Information (PHI) submitted between the County and Agency, the Agency shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

6.8 Assignment. Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.

6.9 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.

6.10 Waiver. No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

6.11 Use of County Seal or Letterhead. Agency shall not use or display the official seal of Escambia County or County letterheads on communications with any debtor without having previously obtained written authorization from the County Administrator.

6.12 Data Link Up. Agency shall establish a data linkup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received. At Agency's own expense, Agency shall provide, install, and maintain a personal computer (PC) and modem for County access to Agency's system. The PC will be placed at a location as determined by the County Administrator. All information will be noted on the accounts placed for collection including financial notes, letter notes, telephone conversation notes, and skiptracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

6.13 Records. Agency shall maintain records as provided below:

6.13.1 Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of five (5) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

6.13.2 Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a mutually agreeable location in Escambia County, during the County's normal business hours to representatives of the County for purposes of inspection or audit.

6.13.3 Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be (1) repaid forthwith by Agency to County by cash payment or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.

6.14 Credit Reports. If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus; provided however, Agency need not take any such action it deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.

6.15 Attachment. Agency may utilize the attachment process to enforce a judgment or collect an assigned amount.

6.16 Referral Discretionary. It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.

6.17 Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

Witness

Jack Brown, County Administrator

Witness

Date: _____

BCC APPROVED _____

AGENCY: UPTAIN GROUP, INC. D/B/A MEDCO SERVICES

Joseph W. Uptain, President

Date: _____

ATTEST:

Corporate Secretary

(Corporate Seal)

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 2/6/17

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COLLECTION SERVICES FOR PUBLIC SAFETY EMS
SPECIFICATION PD 16-17.019**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM - (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)
- MINIMUM INFORMATION AS OUTLINED IN PARAGRAPH 14 – QUALIFICATION OF OFFERORS OF THE SPECIAL TERMS & CONDITIONS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSED TO ISSUE BONDS IN THE STATE OF FLORIDA OR THAT HAS AN AGENT LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S BONDING CAPACITY AND BONDING RATING
- 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, YOU HAVE TO:**
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**



**ESCAMBLA COUNTY
FLORIDA**

INVITATION TO BIDDERS

COLLECTION SERVICES FOR PUBLIC SAFETY EMS

SPECIFICATION NUMBER PD 16-17.019

BIDS WILL BE RECEIVED UNTIL: 10:00 A. M., CST, Wednesday, February 1, 2017

PRE-BID CONFERENCE: Will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Matt Langley Bell III Building, Conference Room No: 11.407, on January 23, 2017, Wednesday, 10:00 A.M., CST.

**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

**Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV**

**From:
Claudia Simmons
Purchasing Manager**

Procurement Assistance:

**Lester L. Boyd
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805
Email: LLBOYD@mvescambia.com
Website: www.myescambia.com**

Technical Assistance:

**Joseph A. Scialdone
Billing Manager
Public Safety
6575 N "W" Street
Pensacola, FL 32505
Tel: (850) 471-6507
Fax: (850) 471-6518**

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)

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **four percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County **may not** use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**COLLECTION SERVICES FOR PUBLIC SAFETY EMS
PD 16-17.019**

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.

Forms marked with a (Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Bid Form *	4
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	5-6
Drug Free Workplace Form **	7
Information Sheet for Transactions and Conveyances Corporation Identification **	8-9
List of General Terms and Conditions (Incorporated by Reference)	10-11
Special Terms and Conditions	12-19
Scope of Work	Attachment A
Zoll Data Systems	Attachment B
Agreement	Attachment C
BAA Template	Attachment D

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY, FLORIDA

SUBMIT OFFERS TO:

LESTER L. BOYD

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) 595-4944, Fax No: (850) 595-4805

Invitation to Bid

COLLECTION SERVICES FOR THE PUBLIC EMS

SOLICITATION NUMBER: PD 16-17.019

SOLICITATION

MAILING DATE: Wednesday, February 1, 2017

PRE-BID CONFERENCE: Will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Matt Langley Bell III Building, Conference Room No: 11.407, on January 23, 2017, Wednesday, 10:00 A.M., CST.

OFFERS WILL BE RECEIVED UNTIL: 10:00 A. M., CST, Wednesday, February 1, 2017 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ **DAYS AFTER RECEIPT OF PURCHASE ORDER.**

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County, Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST

Corporate Secretary

Date

WITNESS

Date

[CORPORATE SEAL]

ATTEST

Witness

Date

Awarded Date

ATTEST

Witness

Date

Effective Date

BID FORM
Specification Number PD 16-17.019
COLLECTION SERVICES FOR PUBLIC SAFETY EMS

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Collection Services for the Escambia County, Public Safety EMS as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following percentage of revenue collected:

FIRST PLACEMENT BID PERCENTAGE:

First Placement accounts are those that have not received any recovery or collection services outside of Escambia County's EMS Billing Office.

Percentage Amount of Revenue collected. _____ %
(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

—

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Type of Contractor's License, Certification and/or
Registration _____

Expiration Date: _____

Terms of Payment

(Check one) Net 30 Days ____ 2% 10th Prox ____

Will your company accept Escambia County Purchasing
Cards? Yes ____ No ____.

Will your company accept Escambia County Direct
Payment Vouchers? Yes ____ No ____.

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
NA	_____
_____	_____
_____	_____
_____	_____

Bidder: _____

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 and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

I. 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 16-17.019, Collection Services for Public Safety EMS, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY

The County's objective in requesting this Bid, is for the collections of unpaid ambulance billing accounts referred by Escambia County Public Safety, Division of Emergency Medical Services (EMS), Escambia County, Florida.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond, or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Procurement questions may be directed to **Lester L. Boyd, Purchasing Coordinator**, (850) 595-4944, (Fax) (850) 595-4805. Technical questions may be directed to **Joseph A. Scialdone, Billing Manager**, (850) 471-6507, (Fax) (850) 471-6518, Written questions accepted no later than 04:00 P. M., CST, Friday, January 27, 2017.

4. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

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.

5. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) 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.

6. Contract Term/Renewal

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of thirty (36) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for a total of sixty (60) months. An additional two (12) months extension may also be unilaterally exercised at the County's discretion.

7. 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.

8. 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/proposal 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.

9. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

10. **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.

11. **Award**

Award shall be made on the basis of the lowest percentage amount of Revenue collected for the first placement accounts.

12. **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.

13. **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.

14. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor

in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient in such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

16. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County

Attention: Lester L. Boyd – Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
P.O. BOX 1591
Pensacola, Florida 32591-1591
Fax: (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance**Professional Liability/Malpractice/Errors or Omissions Insurance**

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$5,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

17. **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.

ATTACHMENT A

PART IV

SCOPE OF WORK

4-1 OBJECTIVE

The County's objective in requesting this Bid is for the collections of unpaid ambulance billing accounts referred by Escambia County Public Safety, Division of Emergency Medical Services (EMS), Escambia County, Florida.

4-2 TECHNICAL REQUIREMENTS

4.2.1 The contractor shall promptly undertake, through ethical and lawful means, the collection of the accounts referred, with particular attention to the Consumer Credit Protection Act, The Fair Credit Reporting Act, The Fair Debt Collection Practices Act, and all other laws applicable to this type of activity.

4.2.1.1 Escambia County Public Safety/EMS will notify the contractor of any direct payments and will credit the contractor with the contractual rate for all such direct payments collected after the contractor begins active collection efforts. The County will, upon request, verify payments on specific accounts and credit the contractor as specified above.

4.2.1.2 The contractor shall suspend collection efforts on any account referred for collection upon written notice to do so by Escambia County Public Safety/EMS, and Escambia County Public Safety/EMS may recall any referred account, at no cost to the County, except the fees earned prior thereto.

4.2.1.3 The contractor shall retain all accounts until the end of the current contract, unless specific accounts are requested to be returned to the County. Such returns shall be made in a format acceptable to the County, to include an electronic transfer format, and all cost associated with the contractors ability to return these accounts in an acceptable format shall be borne by the contractor. At the request of the Escambia County Public Safety/EMS division, the contractor shall document its effort to collect any specific amount.

4.2.1.4 The contractor shall not have the right to refuse to collect any account Emergency Medical Services refers to the contractor.

4.2.2 The contractor shall maintain adequate records of the services performed, revenues collected and remitted to the County for audit by the County and all such records shall be available for inspection and audit, without prior notice, by the internal auditor of Escambia County, Florida. Such files contain records of collection efforts made by the contractor and other pertinent information.

4.2.3 Escambia County, Florida shall have the right to prescribe forms which the contractor shall use to report collection and status of accounts. The contractor's proposal shall include proposed reports and the desired schedule for furnishing each. Minimum report requirements are shown below:

4.2.3.1 The following information shall be submitted quarterly:

A list in last name sequence, of all open accounts indicating the status. This report will indicate adjustments to each account as requested by the Escambia County Public Safety/EMS Division. Skip tracing activities and results shall be included.

4.2.3.2 The following information shall be submitted at least monthly:

- 1) A list in last name sequence of all payments since the previous report.
- 2) A list of accounts against which collection efforts have begun, including recommended actions to be taken regarding problem collection accounts.
- 3) A Recovery Analysis Report showing at a minimum the historical monthly collections of accounts over a two year period, average age of accounts at turnover by month of turnover, collections current month on aged accounts,

collections to date on aged accounts, collections for current month on current placements, percentage collections on aged and new turnover, and overall collection dollars and percentages.

- 4.2.4 The contractor will not initiate any form of legal action without the expressed written consent of Escambia County. Where legal action is necessary, the County will provide witnesses, certified copies of official records and other documentation required for prosecution.

The contractor shall be solely responsible for all cost or expenses, including, but not limited to, attorney fees and court costs incurred by the contractor in the collection of the referred accounts.

- 4.2.5 The contractor shall possess the following credentials:

- 1) Satisfactorily completed at least one year of ground ambulance billing prior to being awarded this contract.
- 2) Ability to accept electronically, medical accounts referred by the County in accordance with the specifications detailed in Attachment B.
- 3) Ability to bill commercial insurances in a valid 5010 electronic format.
- 4) Ability to comply with all HIPAA requirements, allowing the County to perform a Risk Assessment audit at any time with or without advanced notice. A template for our Business Associate Agreement (BAA) is specified in Attachment (D.)
- 5) Ability for the County to securely view account activity remotely.

4.3 **SECONDARY PLACEMENT BID PERCENTAGE:**

Second Placement accounts are those that have received collection services outside of Escambia County's EMS Billing Office, to include those accounts that were not collectable by our current third party collection agency. Percentage Amount of Revenue collected shall be 30%.

4.4 **EARLY-OUT PATIENT PAY BID PERCENTAGE:**

Early-out patient pay accounts are those that the Escambia County EMS Billing Office has determined to be Patient Responsible for payment. These accounts will be aged for no more than 60 days from our date of service upon referral date. If the bidder determines these accounts to be unresponsive to payment requests, the account can be rolled into a First Placement account, as detailed above, not before 60 days. The Early-out patient pay accounts are submitted at the discretion of Escambia County's EMS Billing Office. Percentage Amount of Revenue collected shall be 10%.

4.5 **EXPERIENCE AND QUALIFICATIONS**

The firms responding to the ITB shall have the following qualifications and Experience, and provide the appropriate documentation with your bid:

Extensive experience in conducting similar tasks for similar projects. Provide a minimum of three (3) references, provide all the appropriate licenses, certifications, including a copy of a Certificate to do Business in the State of

Florida, and any and all relevant documentation that qualifies your firm as a professional collection agency.

One (1) or more year(s) experience in collecting for ambulance provider.
Substantiate your good working knowledge of any other Federal, State or local laws that apply to your profession and the County's project.

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
TELEFAX (850)595-4805
<http://www.myescambia/purchasing.com>



CLAUDIA SIMMONS
Purchasing Manager

January 18, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Collection Services for Public Safety EMS, PD 16-17.019

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum #1 provides for the following changes:

The Pre-Bid date listed on the Solicitation document list the Pre-Conference date as 1/23/2017, Wednesday, at 10:00 A.M., Conference Room 11.407., Office of Purchasing, 2nd Floor, 213 Palafox Place, Pensacola, Florida 32502.

The Solicitation Correction should have read, Pre-Bid Conference date is 1/25/2017, Wednesday at 10:00 A.M., in Conference Room 11.407, Office of Purchasing, 2nd Floor, 213 Palafox Place, Pensacola, Florida 32502.

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,

LESTER L. BOYD
Purchasing Coordinator

llb

Cc: Joseph A. Scialdone, EMS Billing Manager

Company Vendors Acknowledgement:

SIGNED: _____

DATE: _____

COMPANY: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
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TELEFAX (850)595-4805
<http://www.myescambia/purchasing.com>



CLAUDIA SIMMONS
Purchasing Manager

January 26, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER #2:

Re: Collection Services for Public Safety EMS, PD 16-17.019

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum #2 provides for the following changes:

The Attachment "C", paragraph (6.12 – Effective Date: Duration) of the Solicitation document, as ("Effect for a Twelve (12) month period, and states that the Agreement may be Extended in whole, or part for a one (1) year increments up mutual consent of both parties.

This has been change to read, and to coincide with the page 14, paragraph (5) Contract Term/Renewal/Termination, paragraph as Thirty-six (36) Months, and to be renewed in additional with two (12) months extensions periods.

The Solicitation Correction for the page number #13, Paragraph No: (3) Procurement Questions, should have read, (Written questions accepted no later the 12:00 P.M., CST, Friday, January 27, 2017), instead of "Written questions accepted no later than 04:00 P.M., CST, Wednesday, January 28, 2017".

Please replace the old pages of the Solicitation PD 16-17.019, Collection Services for Public Safety EMS, with these new corrected pages, attached to this Addendum #2.

This Addendum Number "2" is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

LESTER L. BOYD
Purchasing Coordinator

llb

Cc: Joseph A. Scialdone, EMS Billing Manager

Company Vendors Acknowledgement:

SIGNED: _____

DATE: _____

COMPANY: _____

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
TELEFAX (850)595-4805
<http://www.myescambia/purchasing.com>



CLAUDIA SIMMONS
Purchasing Manager

January 27, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER #3:

Re: Collection Services for Public Safety EMS, PD 16-17.019

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum #3 provides for the following changes:

This Solicitation PD 16-17.019 document, under "Insurance Requirements", listed therein under the "County Insurance Required", on page (18), Title "Endorsements/Additional Insurance", First (1st) paragraph – Professional Liability/Malpractice/Errors, or Omissions Insurance, before was reading:

(The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$5,000,000 per occurrence).

Addendum #3 officially changes this sentence to read, (The contractor shall purchase and maintain professional liability or malpractice of errors or omissions insurance with minimum limits of \$1,000,000 per occurrence).

This Addendum Number "#3" 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,

LESTER L. BOYD
Purchasing Coordinator

llb

Cc: Joseph A. Scialdone, EMS Billing Manager

Company Vendors Acknowledgement:

SIGNED: _____

DATE: _____

COMPANY: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11680

County Administrator's Report 15. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

Issue: Parks & Recreation Grounds Mowing & Trimming for Athletic Parks PD
16-17.016

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Parks and Recreation Agreements Relating to
Grounds Mowing and Trimming for Athletic Parks - Claudia Simmons, Manager, Office of
Purchasing

That the Board approve and authorize the County Administrator to sign the Agreements Relating to Grounds Keeping for County Athletic Parks - Zones 1 through 6, per PD 16-17.016, Parks and Recreation Department Grounds Mowing and Trimming, for the following six zones identified and contracted for separately, for a term of 12 months, with options to renew for 2 additional 12-month terms, at the estimated annual amounts noted for each. The Agreements are Unit Price Agreements based on a cost per mow per field in each zone:

A. Agreement for Zone 1 to Total Landscape Service, Inc., in the annual amount of \$29,450;

B. Agreement for Zone 2 to Rhett James Landscaping, Inc., in the annual amount of \$63,990;

C. Agreement for Zone 3 to Emerald Coast Grass Company, LLC, in the annual amount of \$36,172.50;

D. Agreement for Zone 4 to Coastal Landscaping and Maintenance, Inc., in the annual amount of \$36,950;

E. Agreement for Zone 5 to Big Orange Enterprises, LLC, d/b/a Escape Landscaping and Lawn Care, in the annual amount of \$54,720; and

F. Agreement for Zone 6 to Gulf Coast Environmental Contractors, Inc., in the annual amount of \$52,320.

[Funding: Fund 352, Lost III, Cost Center 350229, Object Code 53401, Project #08PR0078]

BACKGROUND:

The Invitation to Bid PD 16-17.016 Escambia County Parks and Recreation Department was advertised in the Pensacola News Journal on Monday, December 19, 2017. On December 19, 2017 twenty seven contractors were notified, the Small Development Center and the Gulf Coast African American Chamber of Commerce were notified. On January 4, 2017 representatives from twenty one contractors attended the mandatory pre- bid conferences. The Bid was separated six zones, each zone representing two or more Parks and agreements were awarded by zone to a different contractor for each zone.. Bids were received and opened beginning with Zone 1 on January 13, 2017 and ending with Zones 5 and 6 on January 20, 2017. The award of each zone was based on the certification of the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

[Fund 352, Lost III, Cost Center 350229, Object Code 53401, Project #08PR0078

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney prepared the agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD 16-17.016 Escambia County Parks and Recreation Department was advertised in the Pensacola News Journal on Monday, December 19, 2017. On December 19, 2017 twenty seven contractors were notified, the Small Development Center and the Gulf Coast African American Chamber of Commerce were notified. On January 4, 2017 representatives from twenty one contractors attended the mandatory pre- bid conferences. The Bid was separated into six zones, each zone representing two or more Parks and agreements were awarded by zone to a different contractor for each zone.. Bids were received and opened beginning with Zone 1 on January 13, 2017 and ending with Zones 5 and 6 on January 20, 2017. The award of each zone was based on the certification of the lowest most responsive and responsible bidder.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Bid Tab Zone 1

Bid Tab Zone 2

Bid Tab Zone 3

Bid Tab Zone 4

Bid Tab Zone 5

Bid Tab Zone 6

Agreement Zone 1

Agreement Zone 2

Agreement Zone 3

Agreement Zone 4

Agreement Zone 5

Agreement Zone 6

Mowing zones

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Parks and Recreation Grounds Mowing and Trimming – ZONE 1 BID #PD16-17.016							
Bid Opening Time: 2:00 pm CST Bid Opening Date: 1/13/2017 Bid Opening Location: 11.407									
NAME OF BIDDER	Cover Sheet/Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addendums	Qualifications Sheet	Total Zone 1
Big Orange Enterprises LLC d/b/a Escape Landscaping & Lawn	Y	Y	Y	Y	Y	Y	Y	Y	\$135,000
Common Area Solutions, LLC	Y	Y	Y	Y	Y	Y	Y	Y	\$45,000
Greenworks	Y	Y	Y	Y	Y	Y	Y	Y	\$48,640
Gulf Coast Environmental Contractors Inc.	Y	Y	Y	Y	Y	Y	Y	Y	\$60,000
Pathways for Change	Y	Y	Y	Y	Y	Y	Y	Y	\$94,500
Reyco Contracting Solutions, LLC	Y	Y	Y	Y	Y	Y	Y	Y	\$63,000
Rhett James	Y	Y	Y	Y	Y	Y	Y	Y	\$66,000
Superior Homes	Y	Y	Y	Y	Y	Y	Y	Y	\$54,000
Total Landscaping Services, Inc	Y	Y	Y	Y	Y	Y	Y	Y	\$29,450
Terry's Home & Lawn Maintenance	Non-responsive								
Exquisite Grounds Keeping LLC	Non-responsive								
BIDS OPENED BY:	Claudia Simmons, Manager DATE: January 13, 2017								

BIDS TABULATED BY:	Michael Rhodes, Director Parks	DATE: January 13, 2017
BIDS WITNESSED BY:	Lori Kistler	DATE: January 13 2017

CAR DATE 1 / 1 BOCC DATE 02 / 16 / 2017

The Purchasing Manager recommends to the BCC:

To award a contract to Total Landscaping Services Inc
for the above referenced project in a total annual amount of \$ \$29,450

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:

Revised 3/1/08

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 2 ITB# 16-17.016					
Bid Opening Time: 2:00 p.m. CST Bid Opening Date: 1/17/2016 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 2
NAME OF BIDDER							
Emerald Coast Grass Co. LLC	Y	Y	Y	Y	Y	Y	\$73,112
Superior Homes LLC	Y	Y	Y	Y	Y	Y	\$68,000
Jason Cronin Construction, Inc.	Y	Y	Y	Y	Y	Y	\$101,000
Gulf Coast Environmental Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$92,250
Exquisite Grounds Keeping LLC	Y	Y	Y	Y	Y	Y	\$76,750
Greenworks	Y	Y	Y	Y	Y	Y	\$67,800
Pathways for Change, Inc.	Y	Y	Y	Y	Y	Y	\$157,500
Common Area Solution, LLC	Y	Y	Y	Y	Y	Y	WITHDRAWN
Rhett James Landscaping, Inc.	Y	Y	Y	Y	Y	Y	\$63,990
Terry's Home & Lawn	Non-Responsive						
First Choice Maintenance	Non-Responsive						
One Source Lawn Service LLC	Non-Responsive						
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager					DATE: January 17, 2017	
BIDS WITNESSED BY:	Angie Holbrook, SOSA					DATE: January 17, 2017	
BIDS TABULATED BY:	Michael Rhodes, Director Parks and Recreation					DATE: January 18, 2017	

PUBLIC NOTICE OF RECOMMENDED AWARD

CAR II
DATE

BOCC February 16, 2017
DATE

The Purchasing Manager/Designee recommends to the BCC: **To award a Contract to Rhett James Landscaping, Inc. in the annual amount of \$63,900**

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/18/2017 11:20 am CST

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 3 ITB# 16-17.016					
Bid Opening Time: 2:00 p.m. CST Bid Opening Date: 1/18/2017 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 3
NAME OF BIDDER							
Common Area Solution, LLC	Y	Y	Y	Y	Y	Y	\$84,000
Emerald Coast Grass Co. LLC	Y	Y	Y	Y	Y	Y	\$36,172.50
Escape Landscaping	Y	Y	Y	Y	Y	Y	\$85,000
Exquisite Grounds Keeping LLC	Y	Y	Y	Y	Y	Y	\$76,750
Greenworks	Y	Y	Y	Y	Y	Y	\$64,720
Gulf Coast Environmental Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$43,900
Pathways for Change, Inc.	Y	Y	Y	Y	Y	Y	\$115,500
Reyco Contracting	Y	Y	Y	Y	Y	Y	\$45,000
Superior Homes	Y	Y	Y	Y	Y	Y	\$55,000
Terry's Home and Lawn	Y	Y	Y	Y	Y	Y	\$68,900
Down to Earth Lawn Services	Non-Responsive						
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager						DATE: January 18 2017
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: January 18, 2017
BIDS TABULATED BY:	Michael Rhodes, Director Parks and Recreation						DATE: January 18, 2017

PUBLIC NOTICE OF RECOMMENDED AWARD

CAR II

BOCC 2/16/2017

DATE

DATE

The Purchasing Manager recommends to the BCC: **To award a Contract to Emerald Coast Grass Co. LLC in the annual amount of \$36,172.50**

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/18/2017 4:40 pm CST

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 4						
Bid Opening Time: 2:00 p.m. CST Bid Opening Date: 1/19/2017 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 4
NAME OF BIDDER							
Coastal Landscaping & Maint. Inc,	Y	Y	Y	Y	Y	Y	\$36,950
Greenworks	Y	Y	Y	Y	Y	Y	\$73,880
Down to Earth Lawn Services	Non-Responsive						
Reyco Contracting Solutions, LLC	Y	Y	Y	Y	Y	Y	\$41,200
Gulf Coast Environmental Contractors	Y	Y	Y	Y	Y	Y	\$56,800
Pathways for Change	Y	Y	Y	Y	Y	Y	\$94,500
Northwest FL Landscaping	Y	Y	Y	Y	Y	Y	\$61,000
Common Area Solutions	Y	Y	Y	Y	Y	Y	\$70,000
Superior Homes LLC	Y	Y	Y	Y	Y	Y	\$54,000
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager					DATE: January 19, 2017	
BIDS WITNESSED BY:	Lori Kistler, SOSA					DATE: January 19, 2017	
BIDS TABULATED BY:	Michael Rhodes, Director Parks and Recreation					DATE: January 19, 2017	

PUBLIC NOTICE OF RECOMMENDED AWARD

The Purchasing Manager recommends to the BCC: To award a Contract to Coastal Landscaping & Maintenance Inc. in the annual amount of \$36,950.00 Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.
 Posted 1/19/2017 4:00 pm CST

CAR II
DATE

BOCC 2/16/2017
DATE



PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 5 ITB# 16-17.016					
Bid Opening Time: 2:00 p.m. CST Bid Opening Date: 1/20/2017 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 5
NAME OF BIDDER							
Down to Earth Lawn Services LLC	Yes	No	No	No	Yes	Yes	\$95,760
Big Orange Enterprise LLC dba Escape Landscaping and Lawn Care	Yes	No	No	No	Yes	Yes	\$54,720
First Choice Maintenance Services	Yes	Yes	Yes	Yes	Yes	Yes	\$84,000
Greenworks	Yes	No	No	No	Yes	Yes	\$83,840
Gulf Coast Environmental Contractors Inc	Yes	Yes	Yes	Yes	Yes	Yes	\$58,560
Jason Cronin Construction Inc	Yes	Yes	Yes	Yes	Yes	Yes	\$89,880
Northwest Florida Landscaping Inc	Yes	No	No	No	Yes	Yes	\$97,400
Pathways for Change Inc	Yes	Yes	Yes	Yes	Yes	Yes	\$115,500
Superior Homes LLC	Yes	Yes	Yes	Yes	Yes	Yes	\$74,990
Terry's Home & Lawn Maintenance	Yes	Yes	Yes	Yes	Yes	Yes	\$83,900
BIDS OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager					DATE: January 20, 2017	
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate					DATE: January 20, 2017	
BIDS TABULATED BY:	Michael Rhodes, Director Parks and Recreation					DATE: January 20, 2017	

CAR
DATE 2/6/2017

BOCC
DATE 2/6/2017

The Purchasing Manager recommends to the BCC: **To award a Contract to Big Orange LLC, d/b/a Escape Landscaping and Lawn Care , in the annual amount of \$54,720.**

**Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.
Posted 1/20/2017, 4:00 p.m., CST**

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Florida Parks and Recreation Grounds Mowing and Trimming – ZONE 6 ITB# 16-17.016					
Bid Opening Time: 2:30 p.m. CST Bid Opening Date: 1/20/2017 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Form	Qualifications Sheet	TOTAL ZONE 6
NAME OF BIDDER							
Down to Earth Lawn Services LLC	Yes	No	No	No	Yes	Yes	\$121,000
First Choice Maintenance Services	Yes	Yes	Yes	Yes	Yes	Yes	\$81,000
Greenworks	Yes	No	No	No	Yes	Yes	\$99,920
Gulf Coast Environmental Contractors Inc	Yes	Yes	Yes	Yes	Yes	Yes	\$52,320
Northwest Florida Landscaping Inc	Yes	Yes	Yes	Yes	Yes	Yes	\$131,600
Pathways for Change	Yes	Yes	Yes	Yes	Yes	Yes	\$94,500
Superior Homes LLC	Yes	Yes	Yes	Yes	Yes	Yes	\$124,990
South Baldwin Sports Turf LLC	Yes	Yes	Yes	Yes	Yes	Yes	\$66,000
The Wallace Co	Yes	Yes	Yes	Yes	Yes	Yes	\$75,000
BIDS OPENED BY:	Claudia Simmons, CPPO, Purchasing Manager					DATE: January 20, 2017	
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate					DATE: January 20, 2017	
BIDS TABULATED BY:	Michael Rhodes, Director Parks and Recreation					DATE: January 20, 2017	

CAR II
DATE 2/6/2014

BOCC
DATE 2/6/2014

The Purchasing Manager recommends to the BCC: **To award a Contract to Gulf Coast Environmental Contractors Inc. , in the annual amount of \$52,320 . Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager. Posted January 20, 2017, 4:00 pm CST**

**AGREEMENT RELATING TO GROUNDSKEEPING
FOR COUNTY ATHLETIC PARKS- ZONE 1 (PD 16-17.016)**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Total Landscape Service, Inc., (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 01-0721205, and whose principal address is 1748 Jacks Branch Road, Cantonment, FL 32533.

WITNESSETH:

WHEREAS, on December 19, 2016, the County issued an Invitation to Bidders (PD 16-17.016) seeking the services of a contractor to perform groundskeeping for County athletic parks located within six geographic zones; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Zone 1; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Term.** This Agreement shall commence as of the effective date and continue for an initial term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) 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 any term.

After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 3.5 years.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for County Parks and Recreation Grounds Mowing and Trimming Zone 1, Specification No. P.D. 16-17.016, 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, January 12, 2017, attached hereto as **Exhibit B**.

5. **Method of Payment/Billing.** Payment may be requested by Contractor on a monthly basis 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 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.

6. Termination. The County may terminate this Agreement immediately for cause or for convenience upon providing thirty (30) days prior 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 provided 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.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

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 Office of Purchasing, 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.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Total Landscape Service, Inc.
Attention: H. Thomas Conley
1748 Jacks Branch Road
Cantonment, Florida 32533

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. 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**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: TOTAL LANDSCAPE SERVICE, INC.

ATTEST:

By: H. Thomas Conley, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 7/26/17

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 16-17.016**

• **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE
- 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?

• **MANDATORY PRE BID MEETING:**

PLEASE NOTE THAT THIS BID CONTAINS A REQUIRMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.

• **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCES WILL BE HELD AT THE PARKS AND RECREATION
DEPARTMENT, 1651 E. NINE MILE ROAD, PENSACOLA, FLORIDA 32514:

DATE: WEDNESDAY, JANUARY 4, 2017

TIME: 8:00 AM CST

TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS**

SPECIFICATION NUMBER PD 16-17.016

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 2:00 p.m., CST Friday, January 13, 2017
BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 2:00 pm CST Tuesday, January 17, 2017
BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 2:00 pm Wednesday, January 18, 2017
BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 2:00 pm Thursday, January 19, 2017
BIDS FOR ZONE 5 WILL BE RECEIVED UNTIL 2:00 pm Friday, January 20, 2017
BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 2:30 pm Friday, January 20, 2017

At the

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

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:

Claudia Simmons
Purchasing Manager

Procurement Assistance:

Claudia Simmons
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:

Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference “for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS
PD 16-17.016**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	4
Bid Forms *	5-11
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	12
Drug Free Workplace Form **	15
Information Sheet for Transactions	16
and Conveyances Corporation Identification **	
List of General Terms and Conditions (Incorporated by Reference)	18
Special Terms and Conditions	19
Athletic Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment on the offer.

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.

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Travis Nelson	4525 W. Hwy 4.	Bratt	40	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? ___ Yes No ___

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Cantonment	681 Well Line Rd	Cantonment	30	40	\$ _____	\$ _____
Quintette	2490 Quintette Ln.	Cantonment	18	40	\$ _____	\$ _____
Molino	2320 Crabtree Church	Molino	12	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	5	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____

Total for Zone 3 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Ave	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills	Pensacola	2	40	\$ _____	\$ _____
Myrtle Grove	99 N. 61 st Ave.	Pensacola	17	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 6 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? _____ Yes No _____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid _____

Phone/Toll Free/Fax # _____

**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)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.016, ZONE NUMBER, 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.

1. Summary of Work

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

The mowing specifications and duties include:

- 1. Mowing at a length of no more than 1 ¾ inches each week.
 - 2. Edging fence lines and sidewalks, and other building areas.
 - 3. Weed eating
 - 4. Blowing on same days as the mowing, edging, and weed eating is performed.
- Work must be completed by 4:30PM at respective facilities to avoid conflicts with practice and games schedules.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at Parks and Recreation, 1651 E. Nine Mile Road

in large Conference Room on Wednesday, January 4, 2017 at 8:00 am CST and at 3:30 pm. CST. Attendance is required at one of the two meetings.

****Note All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

5. Inspection of Grounds

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

7. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. Payment

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. 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.

11. **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

(Revised 12/21/01)

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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. 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 awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **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) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

20

15. **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.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 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.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **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.)

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.

18. **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.

21

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 2. List of equipment and facilities available to do the work.
- 3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning low bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone. No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

25. **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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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
23
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.

24

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.

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: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

ERNEST WARD

Zone 1

**Address: 7650 Highway 97
McDavid, FL 32568**

Description: 1 Football Field





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRADBERRY

Zone 1

**Address: 4760 Highway 99A
Molino, FL 32577**

Total Acres: 7

Description:

- ▶ 5 Fields
- ▶ Common Areas



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

Travis Nelson Park

Zone 1

**Address: 4525 West Highway 4
Bratt , FL 32535**

Total Acres: 40

**Description: Large Walking track and common
areas**





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

CANTONMENT YOUTH ATHLETIC PARK

Zone 2

**Address: 681 Well Line Rd.
Cantonment, FL 32533**

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football field**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

QUINTETTE

Zone 2

**Address: 2490 Quintette Lane
Cantonment, FL 32533**

Total Acres: 18

Description:

- ▶ **Two softball fields**
- ▶ **Common Areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MOLINO

Zone 2

**Address: 2320 Crabtree Church Rd.
Molino, FL 32577**

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields**
- ▶ **Covered pavilion, playground, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRENT ATHLETIC PARK

Zone 3

**Address: 4711 N. "W" Street
Pensacola, FL 32505**

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and covered pavilions and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

RAYMOND RIDDLES

Zone 3

**Address: 1704 N. "W" St.
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Five baseball fields and all common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MAYFAIR

Zone 3

**Address: 50 S. Garfield
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Two softball fields**
- ▶ **Covered pavilion and playground**
- ▶ **A 1/4 mile walk path, basketball court, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BELLVIEW

Zone 4

**Address: 2750 Longleaf Dr.
Pensacola, FL 32526**

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, and 2 football fields and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

LEWIS POWELL

Zone 4

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: TBA

Description:

- ▶ **One youth baseball field and one tee-ball field and large common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MYRTLE GROVE

Zone 4

**Address: 99 N. 61st Avenue
Pensacola, FL 32506**

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas.**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BROSNAHAM ATHLETIC PARK

Zone 5

**Address: 10370 Ashston Brosnaham
Pensacola, FL 32534**

Total Acres: 110

Description:

- ▶ **11 soccer fields and common areas**
- ▶ **Heavily used Park**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

JOHN R. JONES, JR

Zone 5

**Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514**

Total Acres: 63

Description:

- ▶ **14 youth baseball fields and 2 football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

SOUTHWEST COMPLEX

Zone 6

**Address: 2020 Bauer Rd.
Pensacola, FL 32506**

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields**
- ▶ **All median and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BAARS FIELD

Zone 6

**Address: 13001 Sorrento Rd.
Pensacola, FL 32507**

Total Acres: 8

Description:

► **Multiple open space play areas used for various sports and common areas off Gulf Beach Hwy and Sorrento Road.**

Escambia County Florida

Parks and Recreation

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

1. **General Conditions:** The following general conditions will apply to all areas.

- a. **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
- b. **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
- c. **Damage Repair.** The Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
- d. **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas, gates shall be locked by the Contractor prior to leaving the property. Any damage incurred and/or property stolen due to unsecured locks and/or chains will be paid for by Contractor.
- e. **Insurance Requirements.** See Special Terms and Conditions.
- f. **License and Certification Requirements.** Contractor will have required license and certifications as required by State law.
- g. **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next week's planned schedule. Reports shall be faxed to (850) 475-5224, emailed to jfeisenzimmer@myescambia.com, hand-delivered, or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
- h. **NPDES Reporting.** Contractor will provide a weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.
- i. **Limitations.** A Contractor may be awarded no more than any one of the 6 zones.

2. **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**

3. **Specifications by Type.**

a. **Game Surface Areas, Athletic Fields, and Common Areas.**

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:

- i. **Frequency:** Once per week during growing season as directed by Contract Supervisor.
- ii. **Type of Mower:** High speed rotary mower.
- iii. **Cutting Height:** Maximum 1 ¾ inches for athletic turf. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv. **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v. **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such as light poles, building, etc.
- vi. **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

In addition, Contractor should disperse accumulated grass clippings on athletic turf fields.

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
 Attention: Tammara Johnson – Accounts Payable
 1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:
ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
☐ Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email istanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Finance • 221 Palafox Place • Suite 140 • Pensacola, FL 32502
Telephone 850-595-4830 • Finance@EscambiaClerk.com

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement ☐	Change to Current Agreement ☐	Cancel ACH ☐

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	☐ Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

01-0721205

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER. *As requested.*

VENDOR NAME: *Total Landscape Service Inc*

ADDRESS: *1748 Jacks Branch Rd*

CITY, ST. & ZIP: *Cantonment FL 32533*

PHONE NO.: *(850) 449-7500*

TOLL FREE NO.: () *N/A*

FAX NO.: () *N/A*

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 receives final payment for this offer.

H Thomas Conley, president
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

H Thomas Conley
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.

EXHIBIT

B

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 1-12-2017

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1 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:

Name	Address	City	Acreage	Times Cut/Year	Cost Per Mowing	Extended Amount
Bradberry	4760 Highway 99A	Molino	7	40	\$ <u>264.50</u>	\$ <u>10,580.00</u>
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ <u>75.00</u>	\$ <u>3,000.00</u>
Travis Nelson	4525 W. Hwy 4.	Bratt	40	40	\$ <u>396.75</u>	\$ <u>15,870.00</u>
Total for Zone 1						\$ <u>29,450.00</u>

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: H Thomas Conley

Signature: H Thomas Conley

Title: president

Address: 1748 Jacks Branch Rd
Cantonment FL 32533

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? Yes No ✓

Document Number P02000067801

Occupational License No. 173808

Person to contact concerning this bid:

Tom Conley
850-449-7500

**AGREEMENT RELATING TO GROUNDS KEEPING
FOR COUNTY ATHLETIC PARKS- ZONE 2 (PD 16-17.016)**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Rhett James Landscaping, Inc., (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 26-2633705, and whose principal address is 401 El Matador Trail, Pensacola, FL 32506.

WITNESSETH:

WHEREAS, on December 19, 2016, the County issued an Invitation to Bidders (PD 16-17.016) seeking the services of a contractor to perform grounds keeping for County athletic parks located within six geographic zones; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Zone 2; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Term.** This Agreement shall commence as of the effective date and continue for an initial term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) 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 any term.

After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 3.5 years.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for County Parks and Recreation Grounds Mowing and Trimming Zone 2, Specification No. P.D. 16-17.016, 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, January 16, 2017, attached hereto as **Exhibit B**.

5. **Method of Payment/Billing.** Payment may be requested by Contractor on a monthly basis 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 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.

6. Termination. The County may terminate this Agreement immediately for cause or for convenience upon providing thirty (30) days prior 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 provided 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.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

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 Office of Purchasing, 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.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Rhett James Landscaping, Inc.
Attention: Rhett James
401 El Matador Trail
Pensacola, Florida 32506

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. 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**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: RHETT JAMES LANDSCAPING,
INC.

ATTEST:

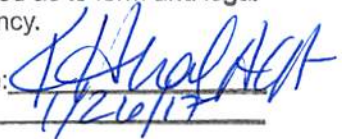
By: Rhett T. James, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: 
Date: 1/26/17

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 16-17.016**

• **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE
- 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?

- **MANDATORY PRE BID MEETING:**
PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.

- **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCES WILL BE HELD AT THE PARKS AND RECREATION
DEPARTMENT, 1651 E. NINE MILE ROAD, PENSACOLA, FLORIDA 32514:

DATE: WEDNESDAY, JANUARY 4, 2017

TIME: 8:00 AM CST

TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS**

SPECIFICATION NUMBER PD 16-17.016

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 2:00 p.m., CST Friday, January 13, 2017
BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 2:00 pm CST Tuesday, January 17, 2017
BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 2:00 pm Wednesday, January 18, 2017
BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 2:00 pm Thursday, January 19, 2017
BIDS FO ZONE 5 WILL BE RECEIVED UNTIL 2:00 pm Friday, January 20, 2017
BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 2:30 pm Friday, January 20, 2017

At the

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

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:

Claudia Simmons
Purchasing Manager

Procurement Assistance:

Claudia Simmons
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:

Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS
PD 16-17.016**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	4
Bid Forms *	5-11
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	12
Drug Free Workplace Form **	15
Information Sheet for Transactions	16
and Conveyances Corporation Identification **	
List of General Terms and Conditions (Incorporated by Reference)	18
Special Terms and Conditions	19
Athletic Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Travis Nelson	4525 W. Hwy 4.	Bratt	40	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ___ Yes No ___

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Print Name _____

Print Name _____

Age _____

How long have you been
in the United States?

How often do you
visit family in your
home country?

What is your current occupation? _____
What is your current income? _____
What is your current address? _____

What is your current telephone number? _____

What is your current email address? _____

What is your current social media
profile? _____

What is your current passport
number? _____

What is your current date of birth? _____

What is your current gender? _____

What is your current
marital status? _____

What is your current education
level? _____

What is your current profession?

What is your current income?

What is your current address?

What is your current telephone number?

What is your current email address?

What is your current social media
profile? _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 **ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Cantonment	681 Well Line Rd	Cantonment	30	40	\$ _____	\$ _____
Quintette	2490 Quintette Ln.	Cantonment	18	40	\$ _____	\$ _____
Molino	2320 Crabtree Church	Molino	12	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	5	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____
Total for Zone 3						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? Yes No _____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Ave	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills	Pensacola	2	40	\$ _____	\$ _____
Myrtle Grove	99 N. 61 st Ave.	Pensacola	17	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 6 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? _____ Yes No _____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid _____

Phone/Toll Free/Fax # _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(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**

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 16-17.016, ZONE NUMBER, 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.

1. Summary of Work

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

The mowing specifications and duties include:

- 1. Mowing at a length of no more than 1 ¾ inches each week.
 - 2. Edging fence lines and sidewalks, and other building areas.
 - 3. Weed eating
 - 4. Blowing on same days as the mowing, edging, and weed eating is performed.
- Work must be completed by 4:30PM at respective facilities to avoid conflicts with practice and games schedules.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at Parks and Recreation, 1651 E. Nine Mile Road

in large Conference Room on Wednesday, January 4, 2017 at 8:00 am CST and at 3:30 pm. CST. Attendance is required at one of the two meetings.

****Note** All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **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

(Revised 12/21/01)

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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. 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 awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **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) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

20

15. **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.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 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.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **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.)

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.

18. **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.

21

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 2. List of equipment and facilities available to do the work.
- 3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning low bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone. No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

25. **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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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
23
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.

24

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.

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: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

ERNEST WARD

Zone 1

**Address: 7650 Highway 97
McDavid, FL 32568**

Description: 1 Football Field





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRADBERRY

Zone 1

**Address: 4760 Highway 99A
Molino, FL 32577**

Total Acres: 7

Description:

- ▶ 5 Fields
- ▶ Common Areas



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

Travis Nelson Park

Zone 1

**Address: 4525 West Highway 4
Bratt, FL 32535**

Total Acres: 40

**Description: Large Walking track and common
areas**





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

CANTONMENT YOUTH ATHLETIC PARK

Zone 2

**Address: 681 Well Line Rd.
Cantonment, FL 32533**

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football field**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

QUINTETTE

Zone 2

**Address: 2490 Quintette Lane
Cantonment, FL 32533**

Total Acres: 18

Description:

- ▶ **Two softball fields**
- ▶ **Common Areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MOLINO

Zone 2

**Address: 2320 Crabtree Church Rd.
Molino, FL 32577**

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields**
- ▶ **Covered pavilion, playground, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRENT ATHLETIC PARK

Zone 3

**Address: 4711 N. "W" Street
Pensacola, FL 32505**

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and covered pavilions and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

RAYMOND RIDDLES

Zone 3

**Address: 1704 N. "W" St.
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Five baseball fields and all common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MAYFAIR

Zone 3

**Address: 50 S. Garfield
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Two softball fields**
- ▶ **Covered pavilion and playground**
- ▶ **A 1/4 mile walk path, basketball court, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BELLVIEW

Zone 4

**Address: 2750 Longleaf Dr.
Pensacola, FL 32526**

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, and 2 football fields and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

LEWIS POWELL

Zone 4

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: TBA

Description:

- ▶ **One youth baseball field and one tee-ball field and large common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MYRTLE GROVE

Zone 4

**Address: 99 N. 61st Avenue
Pensacola, FL 32506**

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas.**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BROSNAHAM ATHLETIC PARK

Zone 5

**Address: 10370 Ashston Brosnaham
Pensacola, FL 32534**

Total Acres: 110

Description:

- ▶ **11 soccer fields and common areas**
- ▶ **Heavily used Park**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

JOHN R. JONES, JR

Zone 5

**Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514**

Total Acres: 63

Description:

- ▶ **14 youth baseball fields and 2 football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

SOUTHWEST COMPLEX

Zone 6

**Address: 2020 Bauer Rd.
Pensacola, FL 32506**

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields**
- ▶ **All median and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BAARS FIELD

Zone 6

**Address: 13001 Sorrento Rd.
Pensacola, FL 32507**

Total Acres: 8

Description:

► **Multiple open space play areas used for various sports and common areas off Gulf Beach Hwy and Sorrento Road.**

Escambia County Florida

Parks and Recreation

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

1. **General Conditions:** The following general conditions will apply to all areas.

- a. **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
- b. **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
- c. **Damage Repair.** The Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
- d. **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas, gates shall be locked by the Contractor prior to leaving the property. Any damage incurred and/or property stolen due to unsecured locks and/or chains will be paid for by Contractor.
- e. **Insurance Requirements.** See Special Terms and Conditions.
- f. **License and Certification Requirements.** Contractor will have required license and certifications as required by State law.
- g. **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next week's planned schedule. Reports shall be faxed to (850) 475-5224, emailed to jfeisenzimmer@myescambia.com, hand-delivered, or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
- h. **NPDES Reporting.** Contractor will provide a weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.
- i. **Limitations.** A Contractor may be awarded no more than any one of the 6 zones.

2. **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**

3. **Specifications by Type.**

a. **Game Surface Areas, Athletic Fields, and Common Areas.**

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:

- i. **Frequency:** Once per week during growing season as directed by Contract Supervisor.
- ii. **Type of Mower:** High speed rotary mower.
- iii. **Cutting Height:** Maximum 1 ¾ inches for athletic turf. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv. **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v. **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such as light poles, building, etc.
- vi. **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

In addition, Contractor should disperse accumulated grass clippings on athletic turf fields.

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
 Attention: Tammara Johnson – Accounts Payable
 1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:

ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email istanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Finance • 221 Palafox Place • Suite 140 • Pensacola, FL 32502
Telephone 850-595-4830 • Finance@EscambiaClerk.com

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement ☐	Change to Current Agreement ☐	Cancel ACH ☐

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	☐ Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBLIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBLIA COUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

26-2633705

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME:

Rhett James Landscaping, Inc.

ADDRESS:

401 E. Matador Tr

CITY, ST. & ZIP:

Pensacola, FL 32506

PHONE NO.:

(850) 393-7457

TOLL FREE NO.:

()

FAX NO.:

(850) 456-9182

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 receives final payment for the offer.

Rhett James (President)
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Rhett James
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.



BID FORM

Specification Number PD16-17,016

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 1/16/17

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17,016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Cantonment	681 Well Line Rd	Cantonment	30	40	\$ <u>900</u>	\$ <u>36,000</u>
Quintette	2490 Quintette Ln.	Cantonment	18	40	\$ <u>300</u>	\$ <u>12,000</u>
Molino	2320 Crabtree Church	Molino	12	40	\$ <u>399.75</u>	\$ <u>15,990</u>
Total for Zone 2						\$ <u>63,990</u>

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: Rhett James

Signature: Rhett James

Title: President

Address: 401 E. Matador Tr
Pensacola, FL 32506

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? ☒ Yes ☐ No

Document Number D0800047491

Occupational License No. 680403

Person to contact concerning this bid:

Rhett James Phone/Toll Free/Fax # 850-393-7457

**AGREEMENT RELATING TO GROUNDS KEEPING
FOR COUNTY ATHLETIC PARKS- ZONE 3 (PD 16-17.016)**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Emerald Coast Grass Company, LLC, (hereinafter referred to as "Contractor"), a Florida for profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 46-2582181, and whose principal address is 8917 Burning Tree Road, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, on December 19, 2016, the County issued an Invitation to Bidders (PD 16-17.016) seeking the services of a contractor to perform grounds keeping for County athletic parks located within six geographic zones; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Zone 3; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Term.** This Agreement shall commence as of the effective date and continue for an initial term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) 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 any term.

After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 3.5 years.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for County Parks and Recreation Grounds Mowing and Trimming Zone 3, Specification No. P.D. 16-17.016, 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, January 18, 2017, attached hereto as **Exhibit B**.

5. **Method of Payment/Billing.** Payment may be requested by Contractor on a monthly basis 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 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.

6. Termination. The County may terminate this Agreement immediately for cause or for convenience upon providing thirty (30) days prior 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 provided 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.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

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 Office of Purchasing, 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.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Emerald Coast Grass Company, LLC
Attention: Jeremy J. Payne
8917 Burning Tree Road
Pensacola, Florida 32514

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. 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**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: EMERALD COAST GRASS
COMPANY, LLC

By: Jeremy J. Payne, President

Witness

Date: _____

Witness

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 1/26/17

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 16-17.016**

• **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE
- 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?

• **MANDATORY PRE BID MEETING:**

PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.

• **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCES WILL BE HELD AT THE PARKS AND RECREATION
DEPARTMENT, 1651 E. NINE MILE ROAD, PENSACOLA, FLORIDA 32514:

DATE: WEDNESDAY, JANUARY 4, 2017

TIME: 8:00 AM CST

TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS**

SPECIFICATION NUMBER PD 16-17.016

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 2:00 p.m., CST Friday, January 13, 2017
BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 2:00 pm CST Tuesday, January 17, 2017
BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 2:00 pm Wednesday, January 18, 2017
BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 2:00 pm Thursday, January 19, 2017
BIDS FOR ZONE 5 WILL BE RECEIVED UNTIL 2:00 pm Friday, January 20, 2017
BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 2:30 pm Friday, January 20, 2017

At the

**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

**Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV**

From:

**Claudia Simmons
Purchasing Manager**

Procurement Assistance:

Claudia Simmons
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:

Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference “for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS
PD 16-17.016**

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.

Forms marked with a (Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	4
Bid Forms *	5-11
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	12
Drug Free Workplace Form **	15
Information Sheet for Transactions	16
and Conveyances Corporation Identification **	
List of General Terms and Conditions (Incorporated by Reference)	18
Special Terms and Conditions	19
Athletic Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, Fl 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment on 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.

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Travis Nelson	4525 W. Hwy 4.	Bratt	40	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ___ Yes No ___

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Cantonment	681 Well Line Rd	Cantonment	30	40	\$ _____	\$ _____
Quintette	2490 Quintette Ln.	Cantonment	18	40	\$ _____	\$ _____
Molino	2320 Crabtree Church	Molino	12	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	5	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____
Total for Zone 3						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Ave	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills	Pensacola	2	40	\$ _____	\$ _____
Myrtle Grove	99 N. 61 st Ave.	Pensacola	17	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 6 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? _____ Yes No _____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid _____

Phone/Toll Free/Fax # _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.016, ZONE NUMBER, 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.

1. Summary of Work

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

The mowing specifications and duties include:

- 1. Mowing at a length of no more than 1 ¾ inches each week.
 - 2. Edging fence lines and sidewalks, and other building areas.
 - 3. Weed eating
 - 4. Blowing on same days as the mowing, edging, and weed eating is performed.
- Work must be completed by 4:30PM at respective facilities to avoid conflicts with practice and games schedules.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at Parks and Recreation, 1651 E. Nine Mile Road

in large Conference Room on Wednesday, January 4, 2017 at 8:00 am CST and at 3:30 pm. CST. Attendance is required at one of the two meetings.

****Note All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **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

(Revised 12/21/01)

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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. 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 awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **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) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

20

15. **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.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 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.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **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.)

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.

18. **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.

21

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 2. List of equipment and facilities available to do the work.
- 3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning low bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone. No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

22

25. **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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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
23
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.

24

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.

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: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

ERNEST WARD

Zone 1

**Address: 7650 Highway 97
McDavid, FL 32568**

Description: 1 Football Field





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRADBERRY

Zone 1

**Address: 4760 Highway 99A
Molino, FL 32577**

Total Acres: 7

Description:

- ▶ 5 Fields
- ▶ Common Areas



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

Travis Nelson Park

Zone 1

**Address: 4525 West Highway 4
Bratt, FL 32535**

Total Acres: 40

**Description: Large Walking track and common
areas**





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

CANTONMENT YOUTH ATHLETIC PARK

Zone 2

**Address: 681 Well Line Rd.
Cantonment, FL 32533**

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football field**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

QUINTETTE

Zone 2

**Address: 2490 Quintette Lane
Cantonment, FL 32533**

Total Acres: 18

Description:

- ▶ **Two softball fields**
- ▶ **Common Areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MOLINO

Zone 2

**Address: 2320 Crabtree Church Rd.
Molino, FL 32577**

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields**
- ▶ **Covered pavilion, playground, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRENT ATHLETIC PARK

Zone 3

**Address: 4711 N. "W" Street
Pensacola, FL 32505**

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and covered pavilions and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

RAYMOND RIDDLES

Zone 3

**Address: 1704 N. "W" St.
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Five baseball fields and all common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MAYFAIR

Zone 3

**Address: 50 S. Garfield
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Two softball fields**
- ▶ **Covered pavilion and playground**
- ▶ **A 1/4 mile walk path, basketball court, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BELLVIEW

Zone 4

**Address: 2750 Longleaf Dr.
Pensacola, FL 32526**

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, and 2 football fields and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

LEWIS POWELL

Zone 4

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: TBA

Description:

- ▶ **One youth baseball field and one tee-ball field and large common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MYRTLE GROVE

Zone 4

**Address: 99 N. 61st Avenue
Pensacola, FL 32506**

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas.**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BROSNAHAM ATHLETIC PARK

Zone 5

**Address: 10370 Ashston Brosnaham
Pensacola, FL 32534**

Total Acres: 110

Description:

- ▶ **11 soccer fields and common areas**
- ▶ **Heavily used Park**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

JOHN R. JONES, JR

Zone 5

**Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514**

Total Acres: 63

Description:

- ▶ **14 youth baseball fields and 2 football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

SOUTHWEST COMPLEX

Zone 6

**Address: 2020 Bauer Rd.
Pensacola, FL 32506**

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields**
- ▶ **All median and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BAARS FIELD

Zone 6

**Address: 13001 Sorrento Rd.
Pensacola, FL 32507**

Total Acres: 8

Description:

► **Multiple open space play areas used for various sports and common areas off Gulf Beach Hwy and Sorrento Road.**

Escambia County Florida

Parks and Recreation

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

1. General Conditions: The following general conditions will apply to all areas.

- a. **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
- b. **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
- c. **Damage Repair.** The Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
- d. **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas, gates shall be locked by the Contractor prior to leaving the property. Any damage incurred and/or property stolen due to unsecured locks and/or chains will be paid for by Contractor.
- e. **Insurance Requirements.** See Special Terms and Conditions.
- f. **License and Certification Requirements.** Contractor will have required license and certifications as required by State law.
- g. **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next week's planned schedule. Reports shall be faxed to (850) 475-5224, emailed to jfeisenzimmer@myescambia.com, hand-delivered, or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
- h. **NPDES Reporting.** Contractor will provide a weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.
- i. **Limitations.** A Contractor may be awarded no more than any one of the 6 zones.

2. **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**

3. **Specifications by Type.**

a. **Game Surface Areas, Athletic Fields, and Common Areas.**

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:

- i. **Frequency:** Once per week during growing season as directed by Contract Supervisor.
- ii. **Type of Mower:** High speed rotary mower.
- iii. **Cutting Height:** Maximum 1 ¾ inches for athletic turf. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv. **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v. **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such as light poles, building, etc.
- vi. **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

In addition, Contractor should disperse accumulated grass clippings on athletic turf fields.

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
 Attention: Tammara Johnson – Accounts Payable
 1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:
ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
☐ Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email jstanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Finance • 221 Palafox Place • Suite 140 • Pensacola, FL 32502
Telephone 850-595-4830 • Finance@EscambiaClerk.com

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement ☐	Change to Current Agreement ☐	Cancel ACH ☐

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	☐ Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

**FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS**

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

46-2582181

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Emerald Coast Grass Co. LLC

ADDRESS: 8917 Burning Tree Rd

CITY, ST. & ZIP: Pensacola FL 32514

PHONE NO.: 850 261-1170

TOLL FREE NO.: ()

FAX NO.: ()

TERMS OF PAYMENT:

Full Net 30 days

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 assignments shall be made and become effective at the time the County receives final payment on the offer.

Jeremy J Payne - Business Manager
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

[Signature]
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.



BID FORM

Specification Number PD16-17.016

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 1-18-17

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 **ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3** 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:

Name	Address	City	Acreage	Times Cut/Year	Cost Per Mowing	Extended Amount
Brent	4711 N. "W" Street	Pensacola	30	40	\$ <u>585⁶⁵</u>	\$ <u>23,426⁰⁰</u>
Raymond Riddle	1704 N. "W" Street	Pensacola	5	40	\$ <u>166⁹⁵</u>	\$ <u>6,678⁰⁰</u>
Mayfair	50 S. Garfield	Pensacola	5	40	\$ <u>151⁷¹</u>	\$ <u>6,068⁵⁰</u>
Total for Zone 3						\$ <u>36,172⁵⁰</u>

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: Jeremy J Payne

Signature: [Signature]

Title: Business Manager

Address: 8917 Burning Tree Rd. Pensacola, FL 32514

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? Yes No Yes

Document Number 413000056799

Occupational License No. 681181

Person to contact concerning this bid:

Jeremy Payne
Phone/Toll Free/Fax # 850-261-1170

**AGREEMENT RELATING TO GROUNDS KEEPING
FOR COUNTY ATHLETIC PARKS- ZONE 4 (PD 16-17.016)**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Coastal Landscaping and Maintenance, Inc., (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 46-3275923, and whose principal address is 6087 Curtis Road, Pace, FL 32517.

WITNESSETH:

WHEREAS, on December 19, 2016, the County issued an Invitation to Bidders (PD 16-17.016) seeking the services of a contractor to perform grounds keeping for County athletic parks located within six geographic zones; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Zone 4; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Term.** This Agreement shall commence as of the effective date and continue for an initial term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) 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 any term.

After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 3.5 years.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for County Parks and Recreation Grounds Mowing and Trimming Zone 4, Specification No. P.D. 16-17.016, 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, January 18, 2017, attached hereto as **Exhibit B**.

5. **Method of Payment/Billing.** Payment may be requested by Contractor on a monthly basis 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 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.

6. Termination. The County may terminate this Agreement immediately for cause or for convenience upon providing thirty (30) days prior 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 provided 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.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

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 Office of Purchasing, 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.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Coastal Landscaping and Maintenance, Inc.
Attention: James Williams
6087 Curtis Road
Pace, Florida 32571

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. 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**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

**CONTRACTOR: COASTAL LANDSCAPING AND
MAINTENANCE, INC.**

ATTEST:

By: James Williams, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 1/26/17



**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.
DO NOT RETURN WITH YOUR BID**

**BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-
BID MEETINGS**

TIME: 3:30 PM CST

TIME: 8:00 AM CST

DATE: WEDNESDAY, JANUARY 4, 2017

MANDATORY PRE-BID CONFERENCES WILL BE HELD AT THE PARKS AND RECREATION
DEPARTMENT, 1651 E. NINE MILE ROAD, PENSACOLA, FLORIDA 32514;

- **MANDATORY PRE BID MEETING:**
PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO
PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.
• **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**
 - 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?
 - FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION - LICENSE(S),
CERTIFICATION(S) AND/OR REGISTRATION(S)
 - CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE
 - INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
DRUG-FREE WORKPLACE FORM
 - SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
 - LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

**THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOVING AND TRIMMING FOR 6
SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE
SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE
SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID
INSTRUCTIONS WILL NOT BE ACCEPTED.**

- **THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**
- SOLICITATION, OFFER AND AWARD FORM ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of
other required documents*

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.

- **HOW TO SUBMIT YOUR BID**
- ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
FOR ATHLETIC PARKS
SPECIFICATION PD 16-17.016

**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS**

SPECIFICATION NUMBER PD 16-17.016

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 2:00 p.m., CST Friday, January 13, 2017
BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 2:00 pm CST Tuesday, January 17, 2017
BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 2:00 pm Wednesday, January 18, 2017
BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 2:00 pm Thursday, January 19, 2017
BIDS FOR ZONE 5 WILL BE RECEIVED UNTIL 2:00 pm Friday, January 20, 2017
BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 2:30 pm Friday, January 20, 2017

At the

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

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:
Claudia Simmons
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:
Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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(c) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference “for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS
PD 16-17.016**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	4
Bid Forms *	5-11
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	12
Drug Free Workplace Form **	15
Information Sheet for Transactions	16
and Conveyances Corporation Identification **	
List of General Terms and Conditions (Incorporated by Reference)	18
Special Terms and Conditions	19
Athletic Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment on 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.

BID FORM

Specification Number **PD16-17.016**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Travis Nelson	4525 W. Hwy 4.	Bratt	40	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? ___ Yes No ___

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Cantonment	681 Well Line Rd	Cantonment	30	40	\$ _____	\$ _____
Quintette	2490 Quintette Ln.	Cantonment	18	40	\$ _____	\$ _____
Molino	2320 Crabtree Church	Molino	12	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	5	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____

Total for Zone 3 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? Yes No

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 **ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Ave	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills	Pensacola	2	40	\$ _____	\$ _____
Myrtle Grove	99 N. 61 st Ave.	Pensacola	17	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 6 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? _____ Yes No _____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid _____

Phone/Toll Free/Fax # _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which 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. **Scaled Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.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 16-17.016, ZONE NUMBER, 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.

1. Summary of Work

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

The mowing specifications and duties include:

- 1. Mowing at a length of no more than 1 ¾ inches each week.
 - 2. Edging fence lines and sidewalks, and other building areas.
 - 3. Weed eating
 - 4. Blowing on same days as the mowing, edging, and weed eating is performed.
- Work must be completed by 4:30PM at respective facilities to avoid conflicts with practice and games schedules.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at Parks and Recreation, 1651 E. Nine Mile Road

in large Conference Room on Wednesday, January 4, 2017 at 8:00 am CST and at 3:30 pm. CST. Attendance is required at one of the two meetings.

****Note** All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **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

(Revised 12/21/01)

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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. 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 awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **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) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

20

15. **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.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 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.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **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.)

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.

18. **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.

21

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 2. List of equipment and facilities available to do the work.
- 3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning low bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "~~all-or-none total~~" basis per zone. Each contract awarded from this solicitation will be made for a single zone. No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

22

25. **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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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
23
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.

24

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.

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: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

ERNEST WARD

Zone 1

**Address: 7650 Highway 97
McDavid, FL 32568**

Description: 1 Football Field





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRADBERRY

Zone 1

Address: 4760 Highway 99A
Molino, FL 32577

Total Acres: 7

Description:

- ▶ 5 Fields
- ▶ Common Areas



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

Travis Nelson Park

Zone 1

**Address: 4525 West Highway 4
Bratt , FL 32535**

Total Acres: 40

**Description: Large Walking track and common
areas**





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

CANTONMENT YOUTH ATHLETIC PARK

Zone 2

**Address: 681 Well Line Rd.
Cantonment, FL 32533**

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football field**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

QUINTETTE

Zone 2

**Address: 2490 Quintette Lane
Cantonment, FL 32533**

Total Acres: 18

Description:

- ▶ **Two softball fields**
- ▶ **Common Areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MOLINO

Zone 2

**Address: 2320 Crabtree Church Rd.
Molino, FL 32577**

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields**
- ▶ **Covered pavilion, playground, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRENT ATHLETIC PARK

Zone 3

**Address: 4711 N. "W" Street
Pensacola, FL 32505**

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and covered pavilions and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

RAYMOND RIDDLES

Zone 3

**Address: 1704 N. "W" St.
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Five baseball fields and all common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MAYFAIR

Zone 3

**Address: 50 S. Garfield
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Two softball fields**
- ▶ **Covered pavilion and playground**
- ▶ **A 1/4 mile walk path, basketball court, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BELLVIEW

Zone 4

**Address: 2750 Longleaf Dr.
Pensacola, FL 32526**

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, and 2 football fields and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

LEWIS POWELL

Zone 4

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: TBA

Description:

- ▶ **One youth baseball field and one tee-ball field and large common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MYRTLE GROVE

Zone 4

**Address: 99 N. 61st Avenue
Pensacola, FL 32506**

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas.**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BROSNAHAM ATHLETIC PARK

Zone 5

**Address: 10370 Ashston Brosnaham
Pensacola, FL 32534**

Total Acres: 110

Description:

- ▶ **11 soccer fields and common areas**
- ▶ **Heavily used Park**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

JOHN R. JONES, JR

Zone 5

**Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514**

Total Acres: 63

Description:

- ▶ **14 youth baseball fields and 2 football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

SOUTHWEST COMPLEX

Zone 6

**Address: 2020 Bauer Rd.
Pensacola, FL 32506**

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields**
- ▶ **All median and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BAARS FIELD

Zone 6

**Address: 13001 Sorrento Rd.
Pensacola, FL 32507**

Total Acres: 8

Description:

► **Multiple open space play areas used for various sports and common areas off Gulf Beach Hwy and Sorrento Road.**

Escambia County Florida

Parks and Recreation

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

1. **General Conditions:** The following general conditions will apply to all areas.
 - a. **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
 - b. **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
 - c. **Damage Repair.** The Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
 - d. **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas, gates shall be locked by the Contractor prior to leaving the property. Any damage incurred and/or property stolen due to unsecured locks and/or chains will be paid for by Contractor.
 - e. **Insurance Requirements.** See Special Terms and Conditions.
 - f. **License and Certification Requirements.** Contractor will have required license and certifications as required by State law.
 - g. **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next week's planned schedule. Reports shall be faxed to (850) 475-5224, emailed to jfeisenzimmer@myescambia.com, hand-delivered, or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
 - h. **NPDES Reporting.** Contractor will provide a weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.
 - i. **Limitations.** A Contractor may be awarded no more than any one of the 6 zones.

2. **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**

3. **Specifications by Type.**

a. **Game Surface Areas, Athletic Fields, and Common Areas.**

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:

- i. **Frequency:** Once per week during growing season as directed by Contract Supervisor.
- ii. **Type of Mower:** High speed rotary mower.
- iii. **Cutting Height:** Maximum 1 ¾ inches for athletic turf. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv. **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v. **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such as light poles, building, etc.
- vi. **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

In addition, Contractor should disperse accumulated grass clippings on athletic turf fields.

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
 Attention: Tammara Johnson – Accounts Payable
 1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:

ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____

Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____

Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email jstanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement ☐	Change to Current Agreement ☐	Cancel ACH ☐

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	☐ Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

46-3275923

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Coastal Landscaping & Maintenance, Inc.

ADDRESS: 6087 Curtis Road

CITY, ST. & ZIP: Pace, FL 32571

PHONE NO.: (850) 261-4806

TOLL FREE NO.: () N/A

FAX NO.: () N/A

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 makes 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.



BID FORM

Specification Number PD16-17.016

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 1/18/17

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4 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:

Name	Address	City	Acreage	Times Cut/Year	Cost Per Mowing	Extended Amount
Bellview	2750 Longleaf Ave	Pensacola	20	40	\$ <u>475.00</u>	\$ <u>19,000.00</u>
Lewis Powell	7000 Rolling Hills	Pensacola	2	40	\$ <u>45.00</u>	\$ <u>90.00</u>
Myrtle Grove	99 N. 61 st Ave.	Pensacola	17	40	\$ <u>403.75</u>	\$ <u>16,150.00</u>

Total for Zone 4 \$ 36,950.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: James Williams

Signature: [Signature]

Title: Owner

Address: 6087 Curtis Road
Pace, FL 32571

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? Yes No X

Document Number P13000065499

Occupational License No. 682667

Person to contact concerning this bid:

Jimmy Williams

Phone/Toll Free/Fax # (850) 261-4806

**AGREEMENT RELATING TO GROUNDS KEEPING
FOR COUNTY ATHLETIC PARKS- ZONE 5 (PD 16-17.016)**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Big Orange Enterprises, LLC, d/b/a Escape Landscaping and Lawn Care (hereinafter referred to as "Contractor"), a Florida for profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 46-0924002, and whose principal address is 704 Thornwood Place, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, on December 19, 2016, the County issued an Invitation to Bidders (PD 16-17.016) seeking the services of a contractor to perform grounds keeping for County athletic parks located within six geographic zones; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Zone 5; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Term.** This Agreement shall commence as of the effective date and continue for an initial term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) 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 any term.

After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 3.5 years.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for County Parks and Recreation Grounds Mowing and Trimming Zone 5, Specification No. P.D. 16-17.016, 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, January 11, 2017, attached hereto as **Exhibit B**.

5. **Method of Payment/Billing.** Payment may be requested by Contractor on a monthly basis 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 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.

6. Termination. The County may terminate this Agreement immediately for cause or for convenience upon providing thirty (30) days prior 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 provided 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.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

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 Office of Purchasing, 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.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Big Orange Enterprises, LLC
Attention: Scott Simmons
704 Thornwood Place
Pensacola, Florida 32514

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. 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**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: BIG ORANGE ENTERPRISES,
LLC D/B/A ESCAPE LANDSCAPING AND LAWN
CARE

By: Scott Simmons, President

Witness

Date: _____

Witness

Approved as to form and legal
sufficiency.

By/Title: _____

Date: 1/26/17



**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.
DO NOT RETURN WITH YOUR BID**

**BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-
BID MEETINGS**

DATE: WEDNESDAY, JANUARY 4, 2017
TIME: 8:00 AM CST
TIME: 3:30 PM CST
MANDATORY PRE-BID CONFERENCES WILL BE HELD AT THE PARKS AND RECREATION
DEPARTMENT, 1651 E. NINE MILE ROAD, PENSACOLA, FLORIDA 32514.

- **MANDATORY PRE BID MEETING:**
**PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO
PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.**
PRE-BID MEETINGS SCHEDULED AS FOLLOWS:
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
 - FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION - LICENSE(S),
CERTIFICATION(S) AND/OR REGISTRATION(S)
 - CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE
 - INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
 - DRUG-FREE WORKPLACE FORM
 - SWORN STATEMENT PURSUANT TO SECTION 287.13(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
 - LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

**THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6
SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE
SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE
SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID
INSTRUCTIONS WILL NOT BE ACCEPTED.**

- QUALIFICATIONS STATEMENT
 - BID FORM WITH ORIGINAL SIGNATURE
 - SOLICITATION, OFFER AND AWARD FORM ORIGINAL SIGNATURE
- THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of
other required documents*

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.

- HOW TO SUBMIT YOUR BID
ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 16-17.016

**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS**

SPECIFICATION NUMBER PD 16-17.016

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 2:00 p.m., CST Friday, January 13, 2017
BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 2:00 pm CST Tuesday, January 17, 2017
BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 2:00 pm Wednesday, January 18, 2017
BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 2:00 pm Thursday, January 19, 2017
BIDS FO ZONE 5 WILL BE RECEIVED UNTIL 2:00 pm Friday, January 20, 2017
BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 2:30 pm Friday, January 20, 2017

At the

**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

**Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV**

**From:
Claudia Simmons
Purchasing Manager**

Procurement Assistance:
Claudia Simmons
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:
Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **four percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS
PD 16-17.016**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	4
Bid Forms *	5-11
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	12
Drug Free Workplace Form **	15
Information Sheet for Transactions	16
and Conveyances Corporation Identification **	
List of General Terms and Conditions (Incorporated by Reference)	18
Special Terms and Conditions	19
Athletic Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

_____ Net 30 _____

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Travis Nelson	4525 W. Hwy 4	Bratt	40	40	\$ _____	\$ _____

Total for Zone 1 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? ___ Yes No ___

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Cantonment	681 Well Line Rd	Cantonment	30	40	\$ _____	\$ _____
Quintette	2490 Quintette Ln.	Cantonment	18	40	\$ _____	\$ _____
Molino	2320 Crabtree Church	Molino	12	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	5	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____

Total for Zone 3 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? Yes No

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Ave	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills	Pensacola	2	40	\$ _____	\$ _____
Myrtle Grove	99 N. 61 st Ave.	Pensacola	17	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? _____ Yes No _____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$ _____	\$ _____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$ _____	\$ _____

Total for Zone 5 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 6 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? _____ Yes No _____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid _____

Phone/Toll Free/Fax # _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.016, ZONE NUMBER, 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.

1. Summary of Work

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

The mowing specifications and duties include:

- 1. Mowing at a length of no more than 1 ¾ inches each week.
 - 2. Edging fence lines and sidewalks, and other building areas.
 - 3. Weed eating
 - 4. Blowing on same days as the mowing, edging, and weed eating is performed.
- Work must be completed by 4:30PM at respective facilities to avoid conflicts with practice and games schedules.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at Parks and Recreation, 1651 E. Nine Mile Road

in large Conference Room on Wednesday, January 4, 2017 at 8:00 am CST and at 3:30 pm. CST. Attendance is required at one of the two meetings.

****Note All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.**

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **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
(Revised 12/21/01)

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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. 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 awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **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) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

20

15. **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.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 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.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **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.)

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.

18. **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.

21

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 2. List of equipment and facilities available to do the work.
- 3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning low bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone.

No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

22

25. **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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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
23
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.

24

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.

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: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

ERNEST WARD

Zone 1

**Address: 7650 Highway 97
McDavid, FL 32568**

Description: 1 Football Field





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRADBERRY

Zone 1

**Address: 4760 Highway 99A
Molino, FL 32577**

Total Acres: 7

Description:

- ▶ 5 Fields
- ▶ Common Areas



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

Travis Nelson Park

Zone 1

**Address: 4525 West Highway 4
Bratt , FL 32535**

Total Acres: 40

**Description: Large Walking track and common
areas**





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

CANTONMENT YOUTH ATHLETIC PARK

Zone 2

**Address: 681 Well Line Rd.
Cantonment, FL 32533**

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football field**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

QUINTETTE

Zone 2

**Address: 2490 Quintette Lane
Cantonment, FL 32533**

Total Acres: 18

Description:

- ▶ **Two softball fields**
- ▶ **Common Areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MOLINO

Zone 2

**Address: 2320 Crabtree Church Rd.
Molino, FL 32577**

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields**
- ▶ **Covered pavilion, playground, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRENT ATHLETIC PARK

Zone 3

**Address: 4711 N. "W" Street
Pensacola, FL 32505**

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and covered pavilions and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

RAYMOND RIDDLES

Zone 3

**Address: 1704 N. "W" St.
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Five baseball fields and all common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MAYFAIR

Zone 3

**Address: 50 S. Garfield
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Two softball fields**
- ▶ **Covered pavilion and playground**
- ▶ **A 1/4 mile walk path, basketball court, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BELLVIEW

Zone 4

**Address: 2750 Longleaf Dr.
Pensacola, FL 32526**

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, and 2 football fields and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

LEWIS POWELL

Zone 4

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: TBA

Description:

- ▶ **One youth baseball field and one tee-ball field and large common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MYRTLE GROVE

Zone 4

**Address: 99 N. 61st Avenue
Pensacola, FL 32506**

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas.**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BROSNAHAM ATHLETIC PARK

Zone 5

**Address: 10370 Ashston Brosnaham
Pensacola, FL 32534**

Total Acres: 110

Description:

- ▶ **11 soccer fields and common areas**
- ▶ **Heavily used Park**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

JOHN R. JONES, JR

Zone 5

**Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514**

Total Acres: 63

Description:

- ▶ **14 youth baseball fields and 2 football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

SOUTHWEST COMPLEX

Zone 6

**Address: 2020 Bauer Rd.
Pensacola, FL 32506**

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields**
- ▶ **All median and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BAARS FIELD

Zone 6

**Address: 13001 Sorrento Rd.
Pensacola, FL 32507**

Total Acres: 8

Description:

► **Multiple open space play areas used for various sports and common areas off Gulf Beach Hwy and Sorrento Road.**

Escambia County Florida

Parks and Recreation

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

1. **General Conditions:** The following general conditions will apply to all areas.

- a. **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
- b. **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
- c. **Damage Repair.** The Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
- d. **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas, gates shall be locked by the Contractor prior to leaving the property. Any damage incurred and/or property stolen due to unsecured locks and/or chains will be paid for by Contractor.
- e. **Insurance Requirements.** See Special Terms and Conditions.
- f. **License and Certification Requirements.** Contractor will have required license and certifications as required by State law.
- g. **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next week's planned schedule. Reports shall be faxed to (850) 475-5224, emailed to jfeisenzimmer@myescambia.com, hand-delivered, or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
- h. **NPDES Reporting.** Contractor will provide a weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.
- i. **Limitations.** A Contractor may be awarded no more than any one of the 6 zones.

2. **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. *Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.*

3. **Specifications by Type.**

a. **Game Surface Areas, Athletic Fields, and Common Areas.**

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. High speed rotary mowers will be required for this type mowing. The following specifications will apply to mowing areas:

- i. **Frequency:** Once per week during growing season as directed by Contract Supervisor.
- ii. **Type of Mower:** High speed rotary mower.
- iii. **Cutting Height:** Maximum 1 ¾ inches for athletic turf. Anti-scalp rollers must be in place on mower decks. No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv. **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v. **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such as light poles, building, etc.
- vi. **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

In addition, Contractor should disperse accumulated grass clippings on athletic turf fields.

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- U.S. Mail Escambia County Parks & Recreation Department
Attention: Tammara Johnson – Accounts Payable
1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- Email Tammara_Johnson@myescambia.com
- Office 850.475.5220
- Direct Line 850.475.5565
- Fax 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:

ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email istanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers
Clerk of the Circuit Court and Comptroller

PC/js

Finance • 221 Palafox Place • Suite 140 • Pensacola, FL 32502
Telephone 850-595-4830 • Finance@EscambiaClerk.com

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement ☐	Change to Current Agreement ☐	Cancel ACH ☐

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	☐ Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

46-0924002

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE 10 DAYS AFTER RECEIPT OF PURCHASE ORDER.

Big Orange Enterprises, LLC

VENDOR NAME: d.b.a. Escape Landscaping and Lawn Care

ADDRESS: 704 Thornwood Place

CITY, ST. & ZIP: Pensacola, FL 32514

PHONE NO.: (850) 483-0525

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 cases of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignments shall be made and become effective at the time the County renders final payment on the invoice.

Scott Simmons / President
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.



BID FORM

Specification Number PD16-17.016

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

ZONE 5

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502**

Date: January 11, 2017

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brosnahan Park	10370 Ashston Brosnahan	Pensacola	110	40	\$612	\$24,480
Lewis Powell	555 E. Nine Mile Rd	Pensacola	20	40	\$756	\$30,240
Total for Zone 1						\$54,720

CONTRACTOR REQUIREMENTS

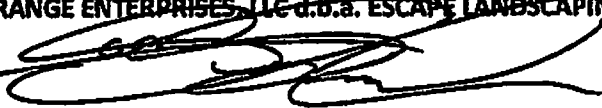
Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A Date Addendum No. N/A Date

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: BIG ORANGE ENTERPRISES, LLC d.b.a. ESCAPE LANDSCAPING AND LAWN CARE

Signature: 

Name: **Scott Simmons**
Title: **PRESIDENT**
Address: **704 THORNWOOD PLACE
PENSACOLA, FL 32514**

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? Yes: No: X

Document Number: **L12000100678**

Occupational License No.: **681969**

Person to contact concerning this bid: **SCOTT SIMMONS**

Phone: **850-483-0525**

**AGREEMENT RELATING TO GROUNDS KEEPING
FOR COUNTY ATHLETIC PARKS- ZONE 6 (PD 16-17.016)**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Gulf Coast Environmental Contractors, Inc., (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3735170, and whose principal address is 251 East Johnson Avenue, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, on December 19, 2016, the County issued an Invitation to Bidders (PD 16-17.016) seeking the services of a contractor to perform grounds keeping for County athletic parks located within six geographic zones; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Zone 6; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Term.** This Agreement shall commence as of the effective date and continue for an initial term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) 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 any term.

After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 3.5 years.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for County Parks and Recreation Grounds Mowing and Trimming Zone 6, Specification No. P.D. 16-17.016, 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, January 17, 2017, attached hereto as **Exhibit B**.

5. **Method of Payment/Billing.** Payment may be requested by Contractor on a monthly basis 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 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.

6. Termination. The County may terminate this Agreement immediately for cause or for convenience upon providing thirty (30) days prior 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 provided 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.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, 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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

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 Office of Purchasing, 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.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Environmental Contractors, Inc.
Attention: Tracy C. Hayes
251 East Johnson Avenue
Pensacola, Florida 32514

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. 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**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: GULF COAST
ENVIRONMENTAL CONTRACTORS, INC.

ATTEST:

By: Tracy C. Hayes, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: Edna A. A. A.
Date: 7/26/17

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION GROUNDS MOWING AND TRIMMING
FOR ATHLETIC PARKS
SPECIFICATION PD 16-17.016**

• **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM ORIGINAL SIGNATURE
- BID FORM WITH ORIGINAL SIGNATURE
- QUALIFICATIONS STATEMENT

THIS BID CONTAINS SIX (6) BID FORMS AND IS BASED ON GROUNDS MOWING AND TRIMMING FOR 6 SPECIFIC ZONES AS IDENTIFIED IN THE BID DOCUMENTS. BIDS WILL BE RECEIVED FOR EACH ZONE SEPARATELY AND AT SPECIFIED DATES AND TIMES BY ZONES 1 THROUGH 6. BIDS MUST BE SUBMITTED PER THE INSTRUCTIONS CONTAINED HEREIN. BIDS NOT IN COMPLIANCE WITH BID INSTRUCTIONS WILL NOT BE ACCEPTED.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE
- 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?

- **MANDATORY PRE BID MEETING:**
PLEASE NOTE THAT THIS BID CONTAINS A REQUIREMENT TO ATTEND ONE OF THE TWO PRE-BID MEETINGS. ATTENDANCE IS MANDATORY FOR ALL BIDDERS.
- **PRE-BID MEETINGS SCHEDULED AS FOLLOWS:**

MANDATORY PRE-BID CONFERENCES WILL BE HELD AT THE PARKS AND RECREATION
DEPARTMENT, 1651 E. NINE MILE ROAD, PENSACOLA, FLORIDA 32514:

DATE: WEDNESDAY, JANUARY 4, 2017

TIME: 8:00 AM CST

TIME: 3:30 PM CST

BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO WERE NOT IN ATTENDANCE AT ONE OF THE PRE-BID MEETINGS

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS**

SPECIFICATION NUMBER PD 16-17.016

BIDS FOR ZONE 1 WILL BE RECEIVED UNTIL: 2:00 p.m., CST Friday, January 13, 2017

BIDS FOR ZONE 2 WILL BE RECEIVED UNTIL 2:00 pm CST Tuesday, January 17, 2017

BIDS FOR ZONE 3 WILL BE RECEIVED UNTIL 2:00 pm Wednesday, January 18, 2017

BIDS FOR ZONE 4 WILL BE RECEIVED UNTIL 2:00 pm Thursday, January 19, 2017

BIDS FOR ZONE 5 WILL BE RECEIVED UNTIL 2:00 pm Friday, January 20, 2017

BIDS FOR ZONE 6 WILL BE RECEIVED UNTIL 2:30 pm Friday, January 20, 2017

At the

**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

**Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV**

From:

**Claudia Simmons
Purchasing Manager**

Procurement Assistance:

Claudia Simmons
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:

Michael Rhodes,
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

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 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) ***Preference in purchase of commodities and services by means of competitive bid.***
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **four percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County **may not** use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY FLORIDA PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING FOR ATHLETIC PARKS
PD 16-17.016**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	4
Bid Forms *	5-11
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	12
Drug Free Workplace Form **	15
Information Sheet for Transactions	16
and Conveyances Corporation Identification **	
List of General Terms and Conditions (Incorporated by Reference)	18
Special Terms and Conditions	19
Athletic Park Description	
Mowing Specifications	
Grounds Mowing and Trimming Vendor Information	

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND

TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

_____ Net 30 _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

BID FORM

Specification Number **PD16-17.016**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 1

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 **ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 1** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bradberry	4760 Highway 99A	Molino	7	40	\$ _____	\$ _____
Ernest Ward	7650 Highway 97	McDavid	2	40	\$ _____	\$ _____
Travis Nelson	4525 W. Hwy 4.	Bratt	40	40	\$ _____	\$ _____
Total for Zone 1						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ☐ Yes ☐ No

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 2

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 2** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Cantonment	681 Well Line Rd	Cantonment	30	40	\$ _____	\$ _____
Quintette	2490 Quintette Ln.	Cantonment	18	40	\$ _____	\$ _____
Molino	2320 Crabtree Church	Molino	12	40	\$ _____	\$ _____

Total for Zone 2 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority

Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 3

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 3 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brent	4711 N. "W" Street	Pensacola	30	40	\$ _____	\$ _____
Raymond Riddle	1704 N. "W" Street	Pensacola	5	40	\$ _____	\$ _____
Mayfair	50 S. Garfield	Pensacola	5	40	\$ _____	\$ _____
Total for Zone 3						\$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid: _____

Phone/Toll Free/Fax # _____

BID FORM

Specification Number PD16-17.016

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 4

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 4 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Bellview	2750 Longleaf Ave	Pensacola	20	40	\$ _____	\$ _____
Lewis Powell	7000 Rolling Hills	Pensacola	2	40	\$ _____	\$ _____
Myrtle Grove	99 N. 61 st Ave.	Pensacola	17	40	\$ _____	\$ _____

Total for Zone 4 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**
Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 5

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 5** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost Per Mowing</u>	<u>Extended Amount</u>
Brosnaham Park	10370 Ashston Brosnaham	Pensacola	110	40	\$_____	\$_____
John R. Jones	555 E. Nine Mile Rd	Pensacola	20	40	\$_____	\$_____

Total for Zone 5 \$_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? ____ Yes No ____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

BID FORM

Specification Number **PD16-17.016**

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6** 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:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Acreage</u>	<u>Times Cut/Year</u>	<u>Cost per Mowing</u>	<u>Extended Amount</u>
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ _____	\$ _____
Baars	13001 Sorrento Rd	Pensacola	8	40	\$ _____	\$ _____

Total for Zone 6 \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: _____

Signature: _____

Title: _____

Address: _____

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? _____ Yes No _____

Document Number _____

Occupational License No. _____

Person to contact concerning this bid _____

Phone/Toll Free/Fax # _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(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**

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

I. 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 16-17.016, ZONE NUMBER, 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.

1. Summary of Work

Escambia County is seeking responsible contractors to perform mowing and trimming services at 16 Athletic Parks subdivided into 6 zones associated with maintaining the grounds according to County specifications and based on league specific requirements. The purpose of this solicitation is to obtain a contract for Grounds Mowing and Trimming for each zone and to obtain 6 different contractors to perform the services. No one contractor will be awarded a contract for multiple zones. The Parks and Recreation Department is the Administrator of the contracts and will direct the scheduling and timing of the work and review and inspect the work prior to approving payment requests. All contractors must be licensed to do business in Escambia County.

The mowing specifications and duties include:

- 1. Mowing at a length of no more than 1 ¾ inches each week.
 - 2. Edging fence lines and sidewalks, and other building areas.
 - 3. Weed eating
 - 4. Blowing on same days as the mowing, edging, and weed eating is performed.
- Work must be completed by 4:30PM at respective facilities to avoid conflicts with practice and games schedules.

2. Procurement Questions

Procurement questions may be directed to Claudia Simmons, Manager Office of Purchasing, TEL: (850)595-4987. Technical questions may be directed to Michael Rhodes, Director Parks and Recreation Department TEL: (850) 475-5220.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and six (6) Bid Forms. Bids will be received separately for each Zone at the specified date and time for each Zone. The Bid Form and the Offer and Award Form shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on other forms will not be accepted.

***Note: BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO DID NOT ATTEND ONE OF THE MANDATORY PRE-BID MEETINGS.**

(Revised 6/04)

4. Pre-Solicitation Conference

Mandatory Pre-Bid Conferences will be held at Parks and Recreation, 1651 E. Nine Mile Road

in large Conference Room on Wednesday, January 4, 2017 at 8:00 am CST and at 3:30 pm. CST. Attendance is required at one of the two meetings.

****Note** All offerors must be present at one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.

5. **Inspection of Grounds**

It is the offer or's responsibility to become fully informed as to location and condition of the athletic fields and parks associated with this solicitation. Site location information in more detail will be provided at the mandatory pre-bid meetings.

6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Invoices are to be prepared bi-weekly and submitted per the instructions found in the Vendor Information Section of this document.

10. **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.

11. **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
(Revised 12/21/01)
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.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. 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 awarded vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

- A. The contracts resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an annual basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **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) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

20

15. **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.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 month, price adjustments. Written request for price adjustment may be made every 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.

Fair Labor Standards Act Exemption

This clause shall be applicable only to the enactment of any federally mandated minimum wage increase which may become effective after contract award. In no way shall it be construed as a basis for negotiation prior to the effective date of any such proposed wage increase.

17. **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.)

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.

18. **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.

21

19. **Ordering**

The County will issue release (purchase) orders against the contract on an annual basis for the services listed on the bid form.

20. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 2. List of equipment and facilities available to do the work.
- 3. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

21. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Offer and Award per Zone**

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. This solicitation contains the opportunity to make offers on Ground Mowing and Trimming Services on all six (6) zones, however a contractor may only be awarded the contract for one zone. Offers will be accepted on one zone at a time. Offers will not be accepted from the bidder or bidders previously selected for an award of a zone. In the event that an offer is made and not accepted by the county, the offeror may continue to submit offers on zones yet to be awarded. In no event, may an offerer withdraw his winning low bid in order to continue submit on other zones.

23. **Award**

Award of each of the six (6) contracts shall be made on an "all-or-none total" basis per zone. Each contract awarded from this solicitation will be made for a single zone.

No contractor will be awarded contracts for more than one zone as represented in this solicitation.

24. **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.

22

25. **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.

26. **As Specified**

All services performed shall meet the specifications herein. Services performed not as specified will be returned at no expense by Escambia County.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements contained herein with their insurance agents before submitting offers. Certificates of Insurance will be required prior to contract award.

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 within 24 hours 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 selected to be awarded the contract.

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
23
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.

24

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.

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: Claudia Simmons, CPPO
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

ERNEST WARD

Zone 1

**Address: 7650 Highway 97
McDavid, FL 32568**

Description: 1 Football Field





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRADBERRY

Zone 1

**Address: 4760 Highway 99A
Molino, FL 32577**

Total Acres: 7

Description:

- ▶ 5 Fields
- ▶ Common Areas



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

Travis Nelson Park

Zone 1

**Address: 4525 West Highway 4
Bratt , FL 32535**

Total Acres: 40

**Description: Large Walking track and common
areas**





Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

CANTONMENT YOUTH ATHLETIC PARK

Zone 2

**Address: 681 Well Line Rd.
Cantonment, FL 32533**

Total Acres: 30

Description:

- ▶ **12 baseball and softball fields, one football field**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

QUINTETTE

Zone 2

**Address: 2490 Quintette Lane
Cantonment, FL 32533**

Total Acres: 18

Description:

- ▶ **Two softball fields**
- ▶ **Common Areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MOLINO

Zone 2

**Address: 2320 Crabtree Church Rd.
Molino, FL 32577**

Total Acres: 12

Description:

- ▶ **Five baseball and softball fields**
- ▶ **Covered pavilion, playground, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BRENT ATHLETIC PARK

Zone 3

**Address: 4711 N. "W" Street
Pensacola, FL 32505**

Total Acres: 30

Description:

- ▶ **12 baseball fields, a football field, and covered pavilions and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

RAYMOND RIDDLES

Zone 3

**Address: 1704 N. "W" St.
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Five baseball fields and all common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MAYFAIR

Zone 3

**Address: 50 S. Garfield
Pensacola, FL 32505**

Total Acres: 5

Description:

- ▶ **Two softball fields**
- ▶ **Covered pavilion and playground**
- ▶ **A 1/4 mile walk path, basketball court, and picnic area**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BELLVIEW

Zone 4

**Address: 2750 Longleaf Dr.
Pensacola, FL 32526**

Total Acres: 20

Description:

- ▶ **Nine baseball and softball fields, and 2 football fields and common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

LEWIS POWELL

Zone 4

**Address: 7000 Rolling Hills Rd.
Pensacola, FL 32505**

Total Acres: TBA

Description:

- ▶ **One youth baseball field and one tee-ball field and large common areas**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

MYRTLE GROVE

Zone 4

**Address: 99 N. 61st Avenue
Pensacola, FL 32506**

Total Acres: 17

Description:

- ▶ **Nine baseball and softball fields, football field, and common areas.**
- ▶



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BROSNAHAM ATHLETIC PARK

Zone 5

**Address: 10370 Ashston Brosnaham
Pensacola, FL 32534**

Total Acres: 110

Description:

- ▶ **11 soccer fields and common areas**
- ▶ **Heavily used Park**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

JOHN R. JONES, JR

Zone 5

**Address: 555 E. Nine Mile Rd.
Pensacola, FL 32514**

Total Acres: 63

Description:

- ▶ **14 youth baseball fields and 2 football field and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

SOUTHWEST COMPLEX

Zone 6

**Address: 2020 Bauer Rd.
Pensacola, FL 32506**

Total Acres: 217

Description:

- ▶ **A 17- field athletic complex is comprised of Baseball, Softball, Soccer, and Football fields**
- ▶ **All median and common areas**



Parks and Recreation Department
Escambia County, Florida
1651 E. Nine Mile Rd.
Pensacola, Florida 32514

ATHLETIC PARK DEMOGRAPHICS

BAARS FIELD

Zone 6

**Address: 13001 Sorrento Rd.
Pensacola, FL 32507**

Total Acres: 8

Description:

► **Multiple open space play areas used for various sports and common areas off Gulf Beach Hwy and Sorrento Road.**

Escambia County Florida

Parks and Recreation

Grounds Mowing and Trimming



Mowing Specifications

**ESCAMBIA COUNTY
PARKS AND RECREATION
GROUNDS MOWING AND TRIMMING
MOWING SPECIFICATIONS**

**Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32501**

1. **General Conditions:** The following general conditions will apply to all areas.

- a. **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
- b. **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
- c. **Damage Repair.** The Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
- d. **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas, gates shall be locked by the Contractor prior to leaving the property. Any damage incurred and/or property stolen due to unsecured locks and/or chains will be paid for by Contractor.
- e. **Insurance Requirements.** See Special Terms and Conditions.
- f. **License and Certification Requirements.** Contractor will have required license and certifications as required by State law.
- g. **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next week's planned schedule. Reports shall be faxed to (850) 475-5224, emailed to jfeisenzimmer@myescambia.com, hand-delivered, or mailed to the Parks and Recreation Department at 1651 E. Nine Mile Road, Pensacola, FL 32514. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor.
- h. **NPDES Reporting.** Contractor will provide a weekly report to Parks and Recreation Department on previous week activities and denote all maintenance on drainage systems (holding ponds, drainage swale, etc.) in accordance with the requirements for NPDES Reporting.
- i. **Limitations.** A Contractor may be awarded no more than any one of the 6 zones.

2. **Mowing Frequency.** Mowing will be performed once every seven days, depending on the mowing frequency schedule. Premature mowing or billing will not be allowed. **Special Note: Mowing frequencies can be increased or decreased due to climatic weather or other special factors as determined by the Contract Management Supervisor.**

3. **Specifications by Type.**

a. **Game Surface Areas, Athletic Fields, and Common Areas.**

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. **High speed rotary mowers will be required for this type mowing.** The following specifications will apply to mowing areas:

- i. **Frequency:** Once per week during growing season as directed by Contract Supervisor.
- ii. **Type of Mower:** High speed rotary mower.
- iii. **Cutting Height:** Maximum 1 ¾ inches for athletic turf. **Anti-scalp rollers must be in place on mower decks.** No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv. **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- v. **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such as light poles, building, etc.
- vi. **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off of sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

In addition, Contractor should disperse accumulated grass clippings on athletic turf fields.

**Escambia County Florida
Parks and Recreation**

Grounds Mowing and Trimming



Vendor Information

All new vendors doing business with Escambia County BOCC must complete and submit a New Vendor Packet that consists of the following documents:

- Vendor/Payee Taxpayer's Identification Number/Entity Type Form
- W-9 Form

The completed vendor packet must be faxed or e-mailed to Tammara Johnson at 850.475.5224 or Tammara_Johnson@myescambia.com. Upon receipt, you and/or your company will be set up as a vendor with Escambia County BOCC.

****If awarded bid for Escambia County BOCC property that is located on or near Escambia County School Board property fingerprinting and badges are required.**

NOTE: Escambia County School District does not accept security credentials or fingerprint results of any other school district.

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Escambia County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential or direct contact with students
- Have access to or control of school funds

For questions regarding the fingerprinting process, please call (850).439.2641 or (850).430.7450

REMIT INVOICES TO:

- **U.S. Mail** Escambia County Parks & Recreation Department
Attention: Tammara Johnson – Accounts Payable
1651 E. Nine Mile Road, Pensacola, FL 32514

~OR~

- **Email** Tammara_Johnson@myescambia.com
- **Office** 850.475.5220
- **Direct Line** 850.475.5565
- **Fax** 850.475.5224

We would like to offer your business an option to receive ACH deposit. This option would provide almost immediate access to expected funds through your banking establishment. If this is an option you are interested in, please complete the Vendor ACH Authorization Agreement form. If you have any questions, feel free to direct them to the Clerk's office representative as stated in the Pam Childers Clerk of the Circuit Court and Comptroller, Escambia memorandum.

Invoicing questions, please direct them to me via email or phone using the information provided above. Thanks in advance for your continued support and I look forward to a positive and professional relationship. We appreciate your business!!

When submitting invoice's please include the following:

- Submittal preferred on business letterhead
- Legible invoice number
- Date of invoice
- Purchase Order Number, once provided
- Date(s) services were rendered per location

Please provide name and contact information for the individual who will be directly responsible for preparing your companies invoices to Tammara Johnson.

VENDOR/PAYEE
TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:

ESCAMBIA COUNTY CLERK OF CIRCUIT COURT
ACCOUNTS PAYABLE
221 PALAFOX PLACE SUITE 140
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's
Name _____

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:
_____ DOES OPERATE IN CORPORATE FORM.

(Corporate Name)

Address (for mailing payments)

Street/P.O. Box _____

City/State/Zip _____

Telephone _____ Fax _____

EIN/SSN _____

Authorized Signature/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

Dear Vendor:

The Escambia County Clerk and Comptroller is pleased to offer the option for Escambia County Board of County Commissioners' vendors to receive payment of invoices via ACH funds transfer. Instead of receiving a paper check through the mail, a deposit will be made directly to your authorized bank account. Going paperless is an easy way to gain efficiencies and convenience for your office including more immediate access to your cash. There will be no more checks lost in the mail, no waiting in bank lines to deposit your check, and no waiting for the check to clear the bank. Switching from paper checks benefits the environment too.

When a payment is processed, an email will be sent from AccountsPayable@EscambiaClerk.com to the email address you provide on the ACH authorization form. The email will include an attachment of a remittance advice containing the same detailed information currently on a check stub. Please ensure that you include an email address on the authorization form, otherwise no remittance information will be sent.

To participate in the ACH payment method, all an authorized officer for your company needs to do is complete and return the enclosed Vendor ACH Authorization Agreement. If you have any questions regarding this information, please email jstanley@escambiaclerk.com or contact Judy-Ann Stanley at 850.595.4844.

Sincerely,

Pam Childers

Clerk of the Circuit Court and Comptroller

PC/js

Finance • 221 Palafox Place • Suite 140 • Pensacola, FL 32502
Telephone 850-595-4830 • Finance@EscambiaClerk.com

Escambia County Board of County Commissioners
Vendor ACH Authorization Agreement

*Upon completing this form, submit the signed original to the Clerk of Circuit Court
and Comptroller, Finance Department, 221 Palafox Place, Suite 140, Pensacola, FL 32502.
If you have questions, please contact Accounts Payable at 850.595.4841.*

ACH Account (Please Check One Option)		
New Agreement ☐	Change to Current Agreement ☐	Cancel ACH ☐

Vendor Information	
Vendor Number:	
Vendor Name:	
Street Address:	
City, State, Zip:	
e-mail for Remittance Advice:	

Vendor Contact Information	
Name:	
e-mail Address:	
Phone Number:	

Financial Institution Information	
Account Type:	☐ Checking
Name of Financial Institution:	
Phone Number:	
Bank Routing Number (max 15 digits):	
Account Number:	

Vendor Agreement: I, the undersigned, hereby authorize and request the Escambia County Clerk of Circuit Court and Comptroller's ("Clerk") Office to initiate credit entries, and if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This ACH is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) the Clerk's Office. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. An ACH Remittance Advice will be emailed to my remittance email when a deposit occurs. If no email address is provided, I understand that no remittance information will be sent. The Clerk's Office will not be responsible for any loss that arises solely by reason of error, mistake, or fraud regarding information provided on this form.

Note: Please make sure you notify the Clerk's Office prior to closing your account. If a change to your bank account occurs without the Clerk's Office receiving prior written authorization, a delay of funds may occur (up to 10 business days).

Signature of Company Official

Date

Printed Name

Title

For Internal Clerk's Office use only:

Verified by Clerk's Accounts Payable:

Clerk's Accounts Payable

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

PD 16-17.016

ESCAMBIACOUNTY

FLORIDA GROUNDS MOWING AND
TRIMMING FOR ATHLETIC PARKS

SOLICITATION

MAILING DATE: Monday, December 19, 2016

MANDATORY PRE-BID CONFERENCE: Wednesday, January 4, 2017 at 8:00am CST and 3:30 pm CST

Escambia County Parks and Recreation, 1651 E. Nine Mile Road, Pensacola, FL 32514

OFFERS WILL BE RECEIVED BY 2:00 PM CST; BY ZONE BEGINNING WITH ZONE 1 ON FRIDAY, JANUARY 13, 2017 AND ENDING WITH ZONES 5 AND 6 ON FRIDAY, JANUARY 20, 2017 IN THE OFFICE OF PURCHASING, 213 PALAFOX PLACE, PENSACOLA, FLORIDA 32502. OFFERS WILL NOT BE ACCEPTED FROM BIDDERS NOT ATTENDING ONE OF THE TWO PRE-BID CONFERENCES ON JANUARY 4, 2017.

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:

59-3735170

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE 10 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Gulf Coast Environmental Contractors, Inc.

ADDRESS: 1765 E. Nine mile Rd Ste. 1, #110

CITY, ST. & ZIP: Pensacola FL 32514

PHONE NO.: (850) 433-6770

TOLL FREE NO.: () N/A

FAX NO.: (850) 435-9326

REASON FOR NO OFFER:

N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

Tracy Hayes, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Tracy Hayes
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.



BID FORM

Specification Number PD16-17.016

Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
ZONE 6

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 1/17/17

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD16-17.016 ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING ZONE 6 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:

Name	Address	City	Acreage	Times Cut/Year	Cost per Mowing	Extended Amount
Southwest Complex	2020 Bauer Rd	Pensacola	217	40	\$ <u>1,200.⁰⁰</u>	\$ <u>48,000.⁰⁰</u>
Bears	13001 Sorrento Rd	Pensacola	8	40	\$ <u>108.⁰⁰</u>	\$ <u>4,320.⁰⁰</u>

Total for Zone 6 \$ 52,320.⁰⁰

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. NIA Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

BY: Tracy Hayes

Signature: Tracy Hayes

Title: President

Address: 1765 E. Nine mile Rd, Ste. 1, #110
Pensacola, FL 32514

Seal

State of Florida Department of State Certificate of Authority Is your company located in an Escambia County
CRA District? _____ Yes No ☒

Document Number PD1000074466

Occupational License No. 73349

Person to contact concerning this bid Tracy or Scott Hayes

Phone/Toll Free/Fax # (850) 433-6770 Office
(850) 435-9326 Fax

2017-2019 Athletic Park Mowing Zones

Zone 1

- Ernest Ward Football Field
- Bradberry Park
- Bratt/Travis Nelson Park

Zone 2

- Cantonment Park
- Quintette Park
- Molino Ballpark

Zone 3

- Brent Ballpark
- Raymond Riddle Ballpark
- Mayfair Park

Zone 4

- Bellview Ballpark
- Lewis Powell Ballpark
- Myrtle Grove Ballpark

Zone 5

- Ashton Brosnahan Park
- John R Jones Park

Zone 6

- Southwest Sports Complex
- Baars Field



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11570

County Administrator's Report 15. 1.

BCC Regular Meeting

Discussion

Meeting Date: 02/16/2017

Issue: Acquisition of Real Property through the Defense Infrastructure Grant (DIG)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Through the Defense Infrastructure Grant - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of two parcels of real property through the Defense Infrastructure Grant (DIG):

A. Authorize the purchase of the following two parcels of real property;

<u>Property Owner</u>	<u>Parcel Reference Number</u>	<u>Area</u>	<u>Purchase Price</u>
Boll Real Estate, LLC	19-3S-31-4208-000-000	approx. 4.9 acres	\$26,000 (appraised value)
Charles S. Liberis, individually and as Trustee for Charles S. Liberis Land Trust II under a Trust Agreement dated December 21, 1977	18-3S-31-1101-000-000	approx. 8.955 acres	\$374,000 (average of two appraisals)

B. Approve the Contract for Sale and Purchase between Boll Real Estate, LLC, and Escambia County, for real property (approximately 4.9 acres) located off Turnbuckle Trail and Batten Boulevard;

C. Approve the Contract for Sale and Purchase between Charles S. Liberis, individually and as Trustee for Charles S. Liberis Land Trust II under a Trust Agreement dated December 21, 1977, and Escambia County, for real property (approximately 8.955 acres) located at 840 Blue Angel Parkway; and

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 221006 Density Reduction PNS-NAS, Object Code 56101 - \$25,251; Fund 110, Other Grants and Projects, Cost Center 221015 Density Reduction Area – “A” APZ, Object Code 56101 - \$374,749]

BACKGROUND:

In 2004, the Board began to implement a density reduction program recommended in the Joint Land Use Study (JLUS), through land acquisition, to combat the encroachment of residential and incompatible use on the military mission to Naval Air Station Pensacola (NASP). This program promotes future flexibility for NASP to adapt training missions to meet future needs. A primary funding source for these land acquisitions is the Defense Infrastructure Grant (DIG) program administered by Enterprise Florida. The DIG program provides no-match grants to assist meeting Florida's communities needs hosting defense industries, bases, and installations. Escambia County has participated in this program since 2007.

The subject parcels were two of seventeen parcels targeted in coordination with the Navy to meet the goal of reducing encroachment of residential and incompatible uses within the Airfield Influence Planning District (AIPD) for NASP.

BUDGETARY IMPACT:

Funding for this project is available in Fund 110 Other Grants and Projects, Cost Center 221006 Density Reduction PNS-NAS, Object Code 56101, \$25,251; Fund 110 Other Grants and Projects, Cost Center 221015 Density Reduction Area – “A” APZ, Object Code 56101, \$374,749

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase 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:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract - Boll

Aerial Map - Boll

Public Disclosure - Boll

Contract - Liberis

Aerial Map - Liberis

Public Disclosure - Liberis

Board Action 4/29/2014

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Boll Real Estate, LLC, a Florida Limited Liability Company, whose address is 14620 Perdido Key Drive, Pensacola, Florida 32507 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2017.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Twenty-Six Thousand Dollars. (\$26,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain

binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:

Boll Real Estate, LLC
14620 Perdido Key Drive
Pensacola, Florida 32507

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

BCC Approved: _____

Date: _____ Approved as to form and legal
sufficiency.

By/Title: 86 West, Asst. County Attorney
Date: Jan. 25, 2017

Brian W Manning
Witness

SELLER:
BOLL REAL ESTATE, LLC, A Florida
Limited Liability Company

Brian W Manning
Print Name

R. Jeffrey Boll
R. Jeffrey Boll, Managing Member

Kara Johnson
Witness

Date: 1/10/17

Kara Johnson
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

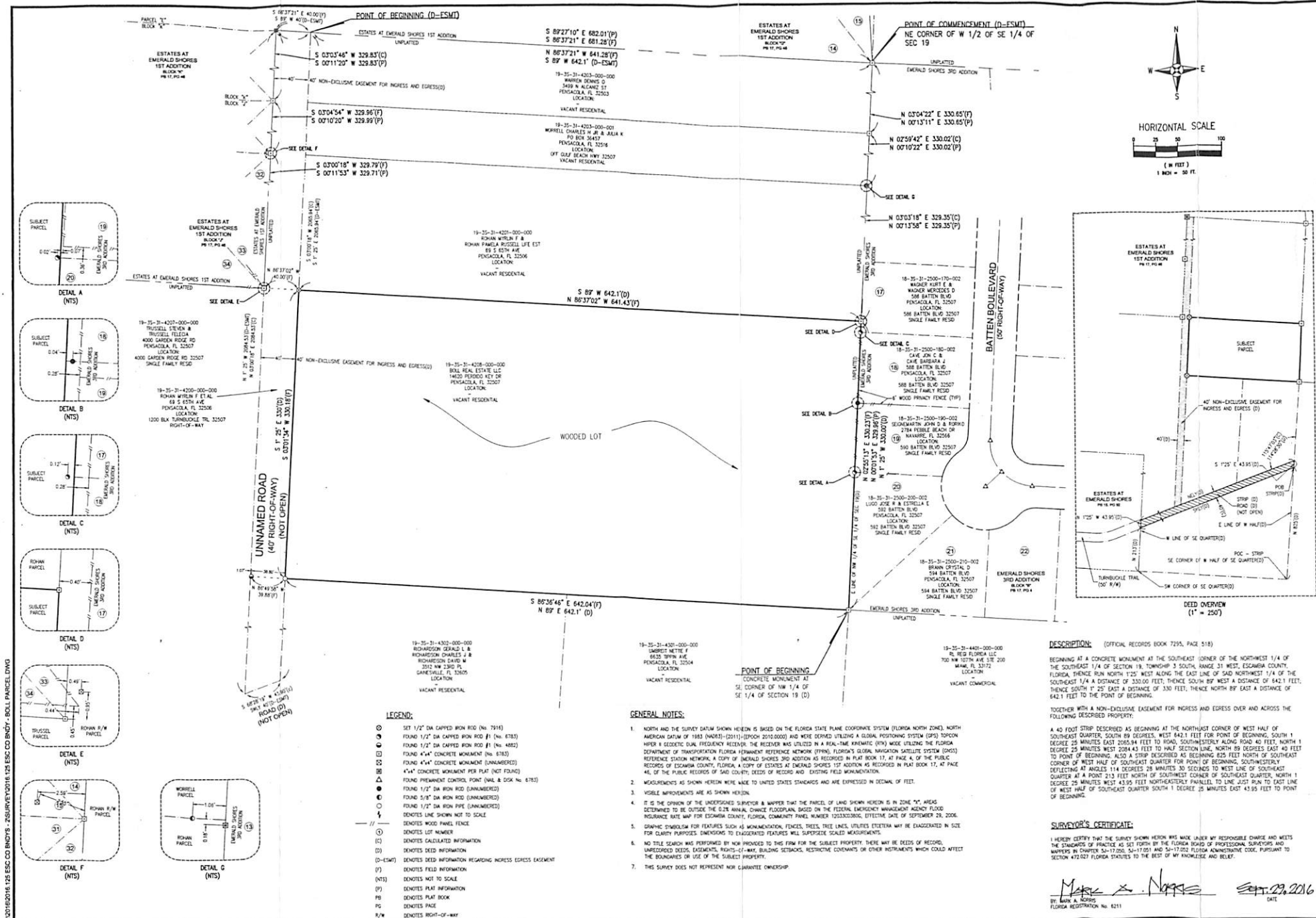
The foregoing instrument was acknowledged before me this 10th day of January, 2017, by R. Jeffrey Boll, as Managing Member of Boll Real Estate, LLC. He ☒ is personally known to me, ☐ produced current _____ as identification.



Mary Riddle
Signature of Notary Public

Printed Name of Notary Public

Exhibit "A"



RBA

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

2201 N. North Avenue, Suite 300
Tampa, FL 33604
Phone: 813.438.4400 Fax: 813.438.4448
E: info@rebolb.com

VACANT UNIMPROVED PARCEL

PARCEL ID: 19-35-31-4208-000-000

A PORTION OF

SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST, STATE: FLORIDA, COUNTY: ESCAMBA

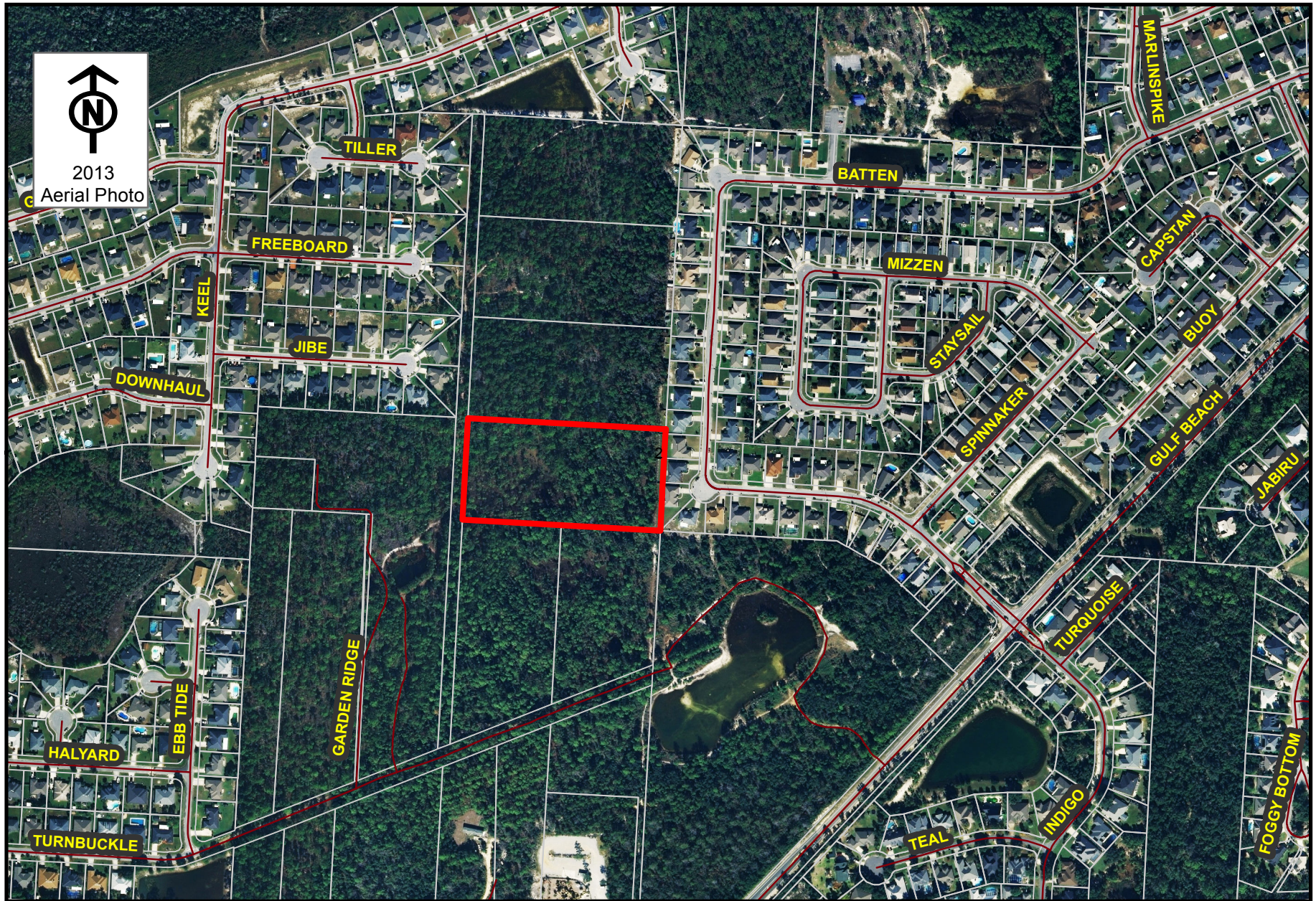
REVISION/NOTATION TAKEN	
NO.	DATE
1	10-5-16

PROJECT NO. 2016.125	
DATE	BY
2016.125	2016.125

BOUNDARY SURVEY	
DATE	BY
2016.125	2016.125

1 of 1

Defense Infrastructure Project



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 4/7/16 DISTRICT 2



Boll Property
Parcel 19-3S-31-4208-000-000

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2016) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, R. Jeffrey Boll, as Managing Member of Boll Real Estate, LLC, a Florida limited liability company, do/does hereby attest and affirm:

1. That the address for the Boll Real Estate, LLC is 14620 Perdido Key Drive, Suite 100, Pensacola, FL 32507.

2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A:

A. Boll Real Estate, LLC 14620 Perdido Key Dr, Ste 100, Pensacola, FL 32507
(Name) (Address)

Relationship/Interest: Owner of lot

B. R Jeffrey Boll 14620 Perdido Key Dr, Ste 100, Pensacola, FL 32507
(Name) (Address)

Relationship/Interest: Sole Member of Boll Real Estate, LLC

C. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

Boll Real Estate, LLC, a Florida limited
Liability company

Witness Mary Riddle

Print Name Mary Riddle

Witness Bradley

Print Name Lynn BRADLEY

[Signature]
By: R. Jeffrey Boll, Managing Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of February, 2017, by R. Jeffrey Boll, as Managing Member for the Boll Real Estate, LLC, on behalf of the LLC. He (☒) is personally known to me, or (☐) has produced current _____ as identification.

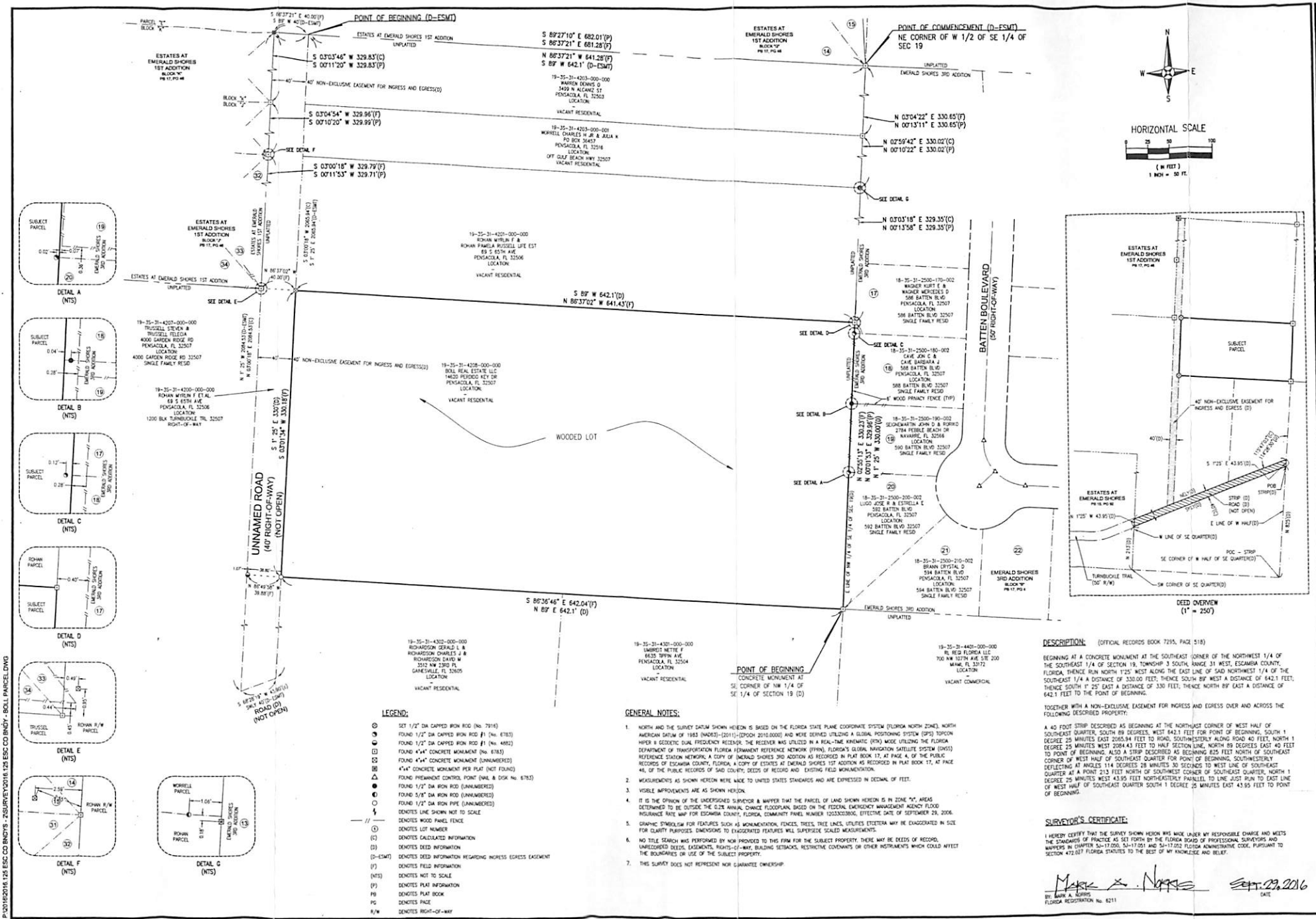


Lynn Bradley
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG048409
Expires 11/16/2020

(Notary Seal)

[Signature]
Signature of Notary Public
Lynn BRADLEY
Printed Name of Notary Public

Exhibit "A"



REBO-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 200
Tallahassee, FL 32304
Phone: 904.433.4400 Fax: 904.433.4444
E: info@rbafl.com W: www.rbafl.com

VACANT UNIMPROVED PARCEL
PARCEL ID: 19-35-31-4208-000-000
A PORTION OF
SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST
COUNTY: ESCAMBIA

NO.	DATE	APPROVED	DESCRIPTION
1	08-18-16	[Signature]	ADDED 1/2" DIA IRON PIPE AT SW CORNER

PROJECT NO.	DATE	SCALE	BY	CHECKED	DATE
2016.125	08-18-16	1" = 40'	MAN	MAN	08-18-16

ESCAMBIA COUNTY PUBLIC WORKS	ESCAMBIA COUNTY PUBLIC WORKS
PREPARED FOR	REQUESTED BY
DATE: 08-29-2016	DATE: 08-29-2016

BOUNDARY SURVEY

1 of 1

DESCRIPTION: (OFFICIAL RECORDS BOOK 7295, PAGE 518)

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 12°55'00" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 330.00 FEET; THENCE SOUTH BY WEST A DISTANCE OF 144.17 FEET; THENCE SOUTH 89°25'00" WEST A DISTANCE OF 330.00 FEET; THENCE NORTH 89°25'00" WEST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A 40 FOOT STRIP DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF WEST HALF OF SOUTHEAST QUARTER, SOUTH 89 DEGREES, WEST 142.1 FEET FOR POINT OF BEGINNING, SOUTH 1 DEGREE 25 MINUTES EAST 208.64 FEET TO ROAD, SOUTHWESTERLY ALONG ROAD 40 FEET, NORTH 1 DEGREE 25 MINUTES WEST 208.64 FEET TO HALF SECTION LINE, NORTH 89 DEGREES EAST 40 FEET TO POINT OF BEGINNING. ALSO A STRIP DESCRIBED AS BEGINNING 825 FEET NORTH OF SOUTHEAST CORNER OF WEST HALF OF SOUTHEAST QUARTER FOR POINT OF BEGINNING, SOUTHWESTERLY DEFLECTING AT ANGLE 114 DEGREES 28 MINUTES 30 SECONDS TO WEST LINE OF SOUTHEAST QUARTER AT A POINT 213 FEET NORTH OF SOUTHEAST CORNER OF SOUTHEAST QUARTER, NORTH 1 DEGREE 25 MINUTES WEST 43.95 FEET NORTHEASTERLY PARALLEL TO LINE JUST RUN TO EAST LINE OF WEST HALF OF SOUTHEAST QUARTER SOUTH 1 DEGREE 25 MINUTES EAST 43.95 FEET TO POINT OF BEGINNING.

SURVYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 50-17.001, 50-17.002 AND 50-17.003 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.017 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Norris *08-29-2016*
BY: MARK A. NORRIS DATE: 08-29-2016
FLORIDA REGISTRATION NO. 4211

P:\2016\2016.125 ESC CO BNDYS - 2 SURVEY\2016.125 ESC CO BNDY - BOLL PARCEL.DWG

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Charles S. Liberis, individually and as Trustee for Charles S. Liberis Land Trust II under a trust agreement dated December 21, 1977, whose mailing address is 212 West Intendencia Street, Pensacola, Florida 32502 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2017.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Three Hundred Seventy – Four Thousand Dollars. (\$374,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or

performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:

Charles S. Liberis, individually and as Trustee
for Charles S. Liberis Land Trust II under a
trust agreement dated December 21, 1977
212 West Intendencia Street
Pensacola, Florida 32502

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the

provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

Approved as to form and legal
sufficiency.

Date: _____

BCC Approved: _____

By/Title: Spillane, Asst. County Atty
Date: Feb. 1, 2017

Morgan Bottger
Witness

SELLER:

Charles S. Liberis, individually and as
Trustee for Charles S. Liberis Land Trust
II under a trust agreement dated
December 21, 1977

Morgan Bottger
Print Name

Charles S. Liberis
Charles S. Liberis, individually and as
Trustee

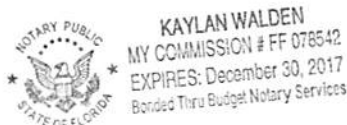
Laura K. Goolsby
Witness
Laura Goolsby
Print Name

Date: 1/25/17

STATE OF FLORIDA
COUNTY OF ESCAMBIA

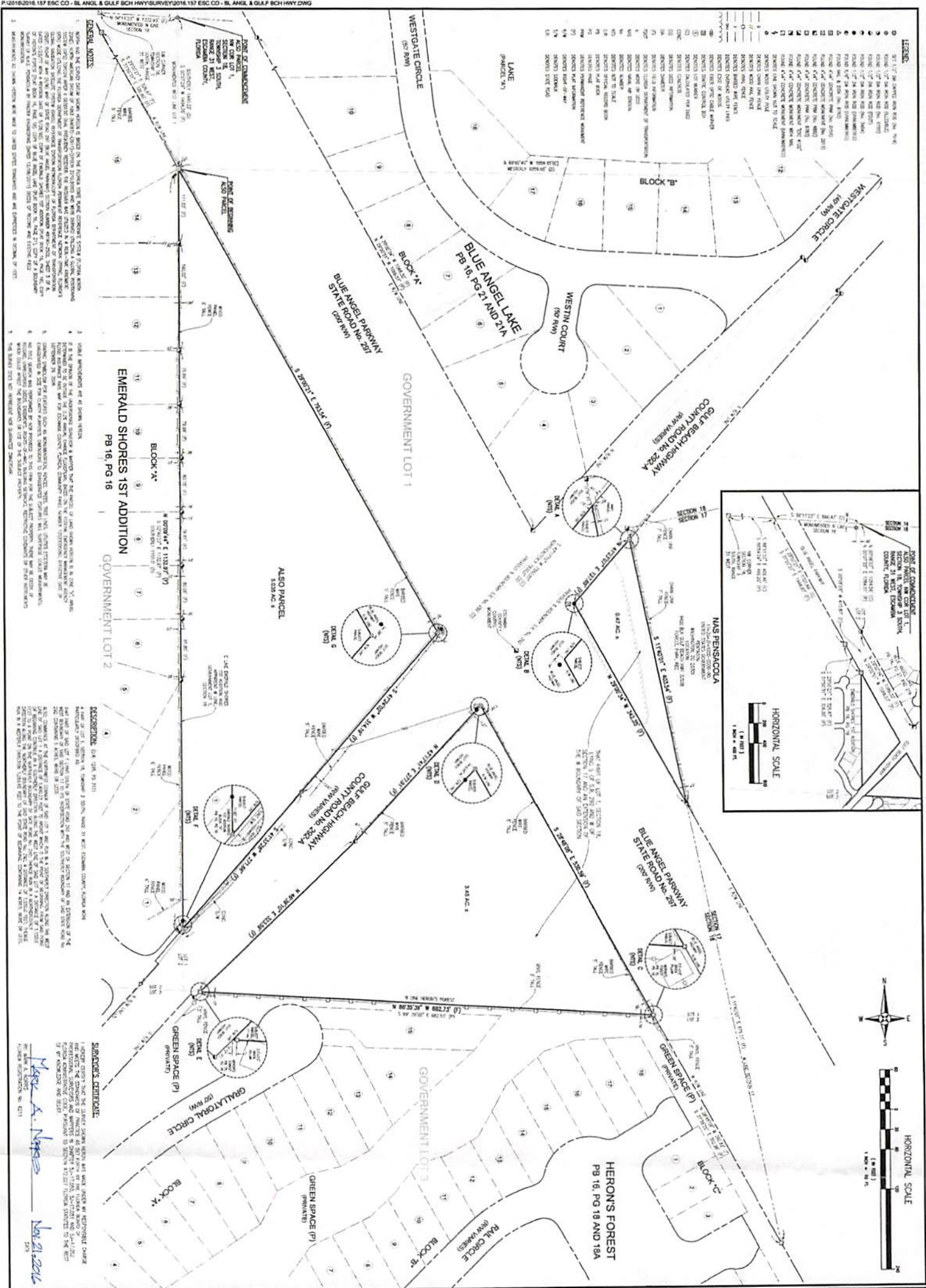
The foregoing instrument was acknowledged before me this 25th day of January,
2017, by Charles S. Liberis, individually and as Trustee for Charles S. Liberis Land Trust II under a trust
agreement dated December 21, 1977. He (☒) is personally known to me, (☐) produced current
as identification.

(Notary Seal)



Signature of Notary Public

Kaylan Walden
Printed Name of Notary Public



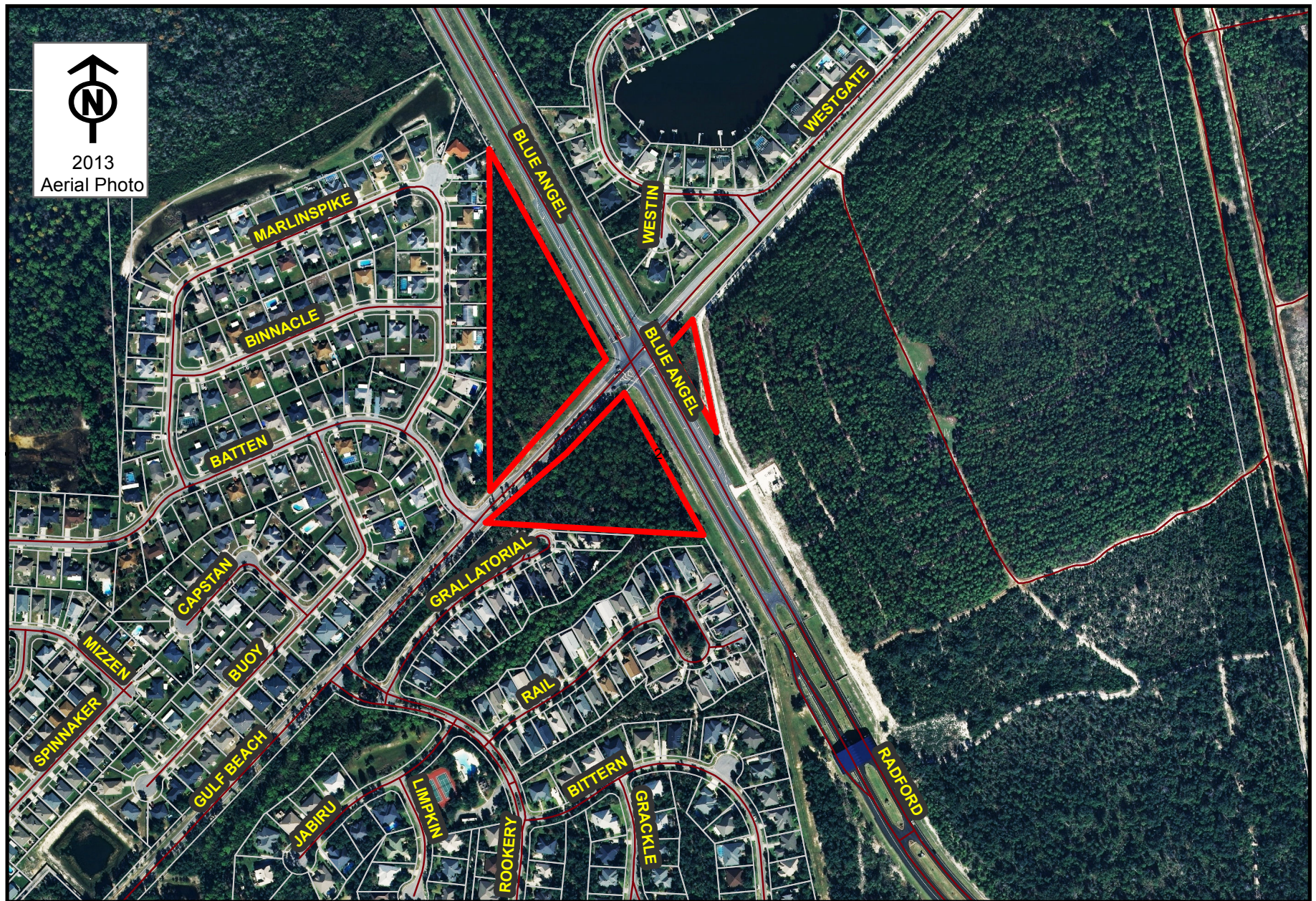
BOUNDARY SURVEY		PROJECT NO. 2016-157		NO.		DATE		APPR.		REVISION/DATE	
DRAWN BY: MAM		SCALE: 1" = 40'		F.B. 16-12, 16-15		P.L. 64-67, 71-73, 1		DATE: 10-19-2016			
PREPARED FOR: ESCAMBA COUNTY PUBLIC WORKS		REQUESTED BY: MS. KARA JOHNSON									
1 of 1											

840 BLUE ANGEL PARKWAY
A PORTION OF
TOWNSHIP 3 SOUTH, RANGE 31 SOUTH
COUNTY, ESCAMBA COUNTY, FLORIDA

RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2001 N. South Avenue, Suite 100
Panama City, Florida 32303
Telephone: 904-438-1000 Fax: 904-438-1000
E-mail: info@rba-inc.com

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

840 Blue Angel Parkway



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 4/7/16 DISTRICT 2



Liberis Property
Parcel 18-3S-31-1101-000-000

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2016) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Charles S. Liberis, as Trustees for the Charles S. Liberis Land Trust II under a trust agreement dated December 21, 1977, on behalf of the trust, do/does hereby attest and affirm:

1. That the address for the Charles S. Liberis Land Trust II under a trust agreement dated December 21, 1977 is 212 W. Intendencia St.
Pensacola, FL 32502.

2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A:

A. Rita Chimiak 4681 Baywood Dr. Pensacola, FL 32504
(Name) (Address)

Relationship/Interest: 25 %

B. Frankie Gowdy 1512 Country Club Dr. Lynn Haven, FL 32444
(Name) (Address)

Relationship/Interest: 25 %

C. Charles S. Liberis 212 W Intendencia St. Pensacola, FL 32502
(Name) (Address)

Relationship/Interest: Trustee 50%

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

Charles S. Liberis Land Trust II under
a trust agreement dated
December 21, 1977

Witness

Print Name

Kaylan Walden

Witness

Print Name

Sarah Villaverde

By: Charles S. Liberis, as Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of February, 2017, by Charles S. Liberis, as trustee for the Charles S. Liberis Land Trust II under a trust agreement dated December 21, 1977, on behalf of the trust. He ☒ is personally known to me, or ☐ has produced current _____ as identification.



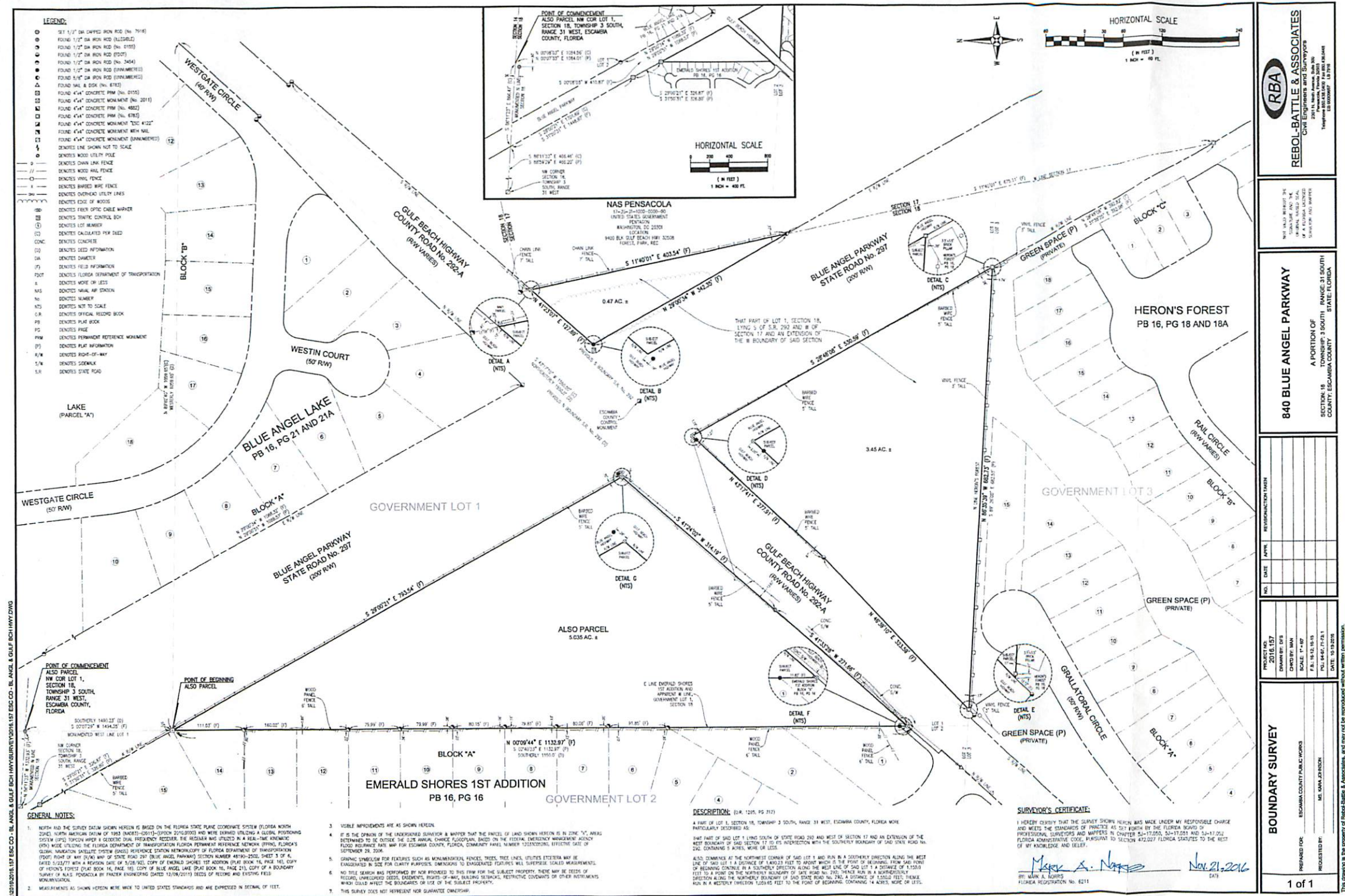
(Notary Seal)

Signature of Notary Public

Printed Name of Notary Public

Kaylan Walden

Exhibit "A"



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-38. Approval of Various Consent Agenda Items – Continued

34. Taking the following action concerning real property or easement acquisitions, by donation or purchase, for Defense Infrastructure Grants (Funding: Fund 110, Other Grants and Projects Fund, Cost Center 221006 – Density Reduction PNS-NAS; Fund 110, Other Grants and Projects Fund, Cost Center 221015 – Density Reduction Area "A" APZ):
 - A. Authorizing and directing staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of acquiring real property or easements, by donation or purchase, for Defense Infrastructure Grants; and
 - B. Authorizing and directing staff to submit Contracts for Sale and Purchase for approval by the Board at the earliest available meeting date following conclusion of negotiations with property owners and completion of the requirements in Section 46-139.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11743

County Administrator's Report 15. 2.

BCC Regular Meeting

Discussion

Meeting Date: 02/16/2017

Issue: Myrtle Grove Fire Station Mold Repair

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Mold Repair at Myrtle Grove Fire Station - Michael D. Weaver, Public Safety Department Director

That the Board provide direction to:

A. Pursue a Memorandum of Agreement with Myrtle Grove Fire Department Inc., and complete the remediation repairs, cleaning and remediation as described. Draft agreement is attached; or

B. Initiate the necessary procedures to construct a new fire station; or

C. Approve any combination of the above or other determined alternatives.

BACKGROUND:

Escambia County has been utilizing the Myrtle Grove Fire Station, located at 7209 Lillian Highway, for fire protection and rescue services. The building belongs to Myrtle Grove Volunteer Fire Department Inc., and was constructed in 1977.

On June 24, 2016, Risk Manager Bob Dye advised that all firefighters should move out of the station until further testing and a remediation plan could be established due to firefighter complaints of illnesses possibly related to mold exposure. The career firefighters were relocated to the Osceola Fire Station and the volunteers were urged to also relocate to any of the surrounding stations.

On July 8, 2016 Escambia County received a Report of Environmental Consulting Services from Professional Service Industries, Inc. The report included recommendations for the repair of water intrusion areas and fungal cleaning/remediation. The company additionally recommended that the fire station should not be inhabited until such repairs, cleaning and remediation could be completed.

BUDGETARY IMPACT:

David Wheeler, Facilities Management Department Director, has received the following quotes and estimates to complete the project:

Exterior envelope (Kennan & Sons)	\$48,562
Remediation (Service Master)	\$17,246
Reconstruction Estimate	\$10,000
Inspection services and clearance letter	\$1,000
Estimate Total	\$76,808

The construction of a new fire station is estimated at \$2,700,000 to \$3,000,000.

Repair funding is available in the Fire Services Fund 143. Funding for a new fire station will need to be determined.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Memorandum of Agreement

Property Appraiser Assessment

Fire District Map

Budget Estimate

Report of Environmental Consulting Services

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (Agreement) is made by and between The Myrtle Grove Volunteer Fire Department, Inc., a Florida non-profit corporation, whose address is 7209 Lillian Highway, Pensacola, Florida 32506 (hereinafter referred to as "Myrtle Grove"), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Myrtle Grove owns and operates a fire station located at 7209 West Lillian Highway (hereinafter referred to as the "fire station") and provides certain firefighting and fire protection services in Escambia County, Florida; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the health, safety, and welfare of the citizens of Escambia County to provide, from time to time, certain Municipal Services Benefit Unit (MSBU) funding for maintenance, repairs, and renovations to the fire station, property, and equipment owned or used by Myrtle Grove; and

WHEREAS, Myrtle Grove and the County wish to define their mutual rights and obligations regarding access and use of the Myrtle Grove fire station, property, and equipment as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, Myrtle Grove and the County agree as follows:

1. The foregoing recitals are true and correct and shall be incorporated by reference in this Agreement.
2. For so long as Myrtle Grove continues to operate the fire station and provide firefighting and fire protection services in Escambia County, the County will timely consider requests for funding of maintenance, repairs, and necessary renovations to the fire station, property, and equipment owned or used by Myrtle Grove. Myrtle Grove shall make all requests for funding through the Escambia County Fire Chief or his designee. However, nothing in this Agreement shall be construed to obligate the County to allocate or expend any public funds.
3. Myrtle Grove shall maintain all equipment and supplies located at the fire station in a clean, ready, and functional condition.
4. The Agreement shall commence upon the date last executed and continue for a term of twenty-five (25) years unless earlier terminated. However, either party may terminate this Agreement for cause after first providing to the other party sixty days' written notice of its intent to terminate the Agreement, during which time the other party shall have the opportunity to cure the cause for termination. If this Agreement is terminated, Myrtle Grove shall reimburse the County in an amount equal to the value (less any depreciation) of all capital improvements, equipment, and supplies purchased with MSBU funding.

5. Myrtle Grove shall indemnify, defend, and hold harmless the County, its subsidiaries or affiliates, elected or appointed officials, employees, representatives, agents, and volunteers, from any and all claims, suits, actions, damages, penalties, interests, and costs of any legal action, including attorneys' fees, liability and expenses for loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the breach or negligent performance of this Agreement. The obligation of Myrtle Grove under this Agreement shall not be limited by or restricted to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
6. No modification or change to this Agreement shall be valid or binding upon the parties unless in writing and executed by the party intended to be bound by it.
7. This Agreement shall not be assignable by either party without the express prior written consent of the other party.
8. This Agreement shall be interpreted under and governed by the laws of the State of Florida, and jurisdiction and venue of any action relating to or arising out of this Agreement shall be in the courts of Escambia County, Florida.
9. This Agreement constitutes the entire understanding of the parties, and there are no other previous or related agreements.
10. All notices required under this Agreement shall be mailed or delivered to the following:

To the County:
County Administrator
Board of County Commissioners
21 Parlane Place
Pensacola, FL 32502

To Myrtle Grove:
President
The Myrtle Grove Volunteer Fire Department, Inc.
7209 Lillian Highway
Pensacola, FL 32506

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
D.B. Underhill, Chairman

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

**MYRTLE GROVE:
THE MYRTLE GROVE VOLUNTEER FIRE
DEPARTMENT, INC.**

ATTEST:

By: _____
Robert F. Jordan, President

By: _____
Corporate Secretary
(SEAL)

Date: _____

DRAFT

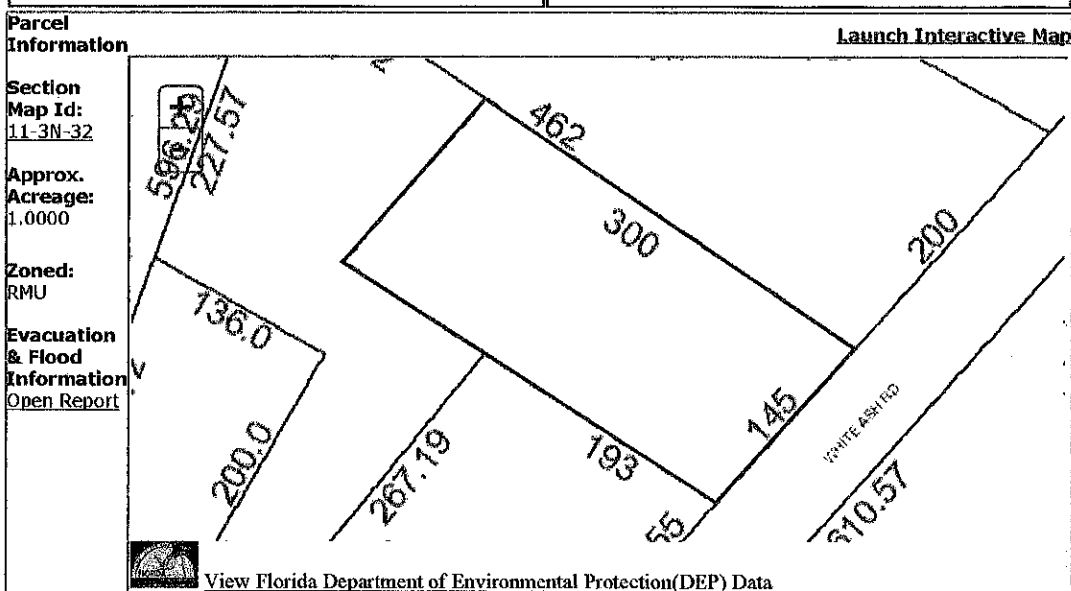
Escambia County Property Appraiser
112S315300000000

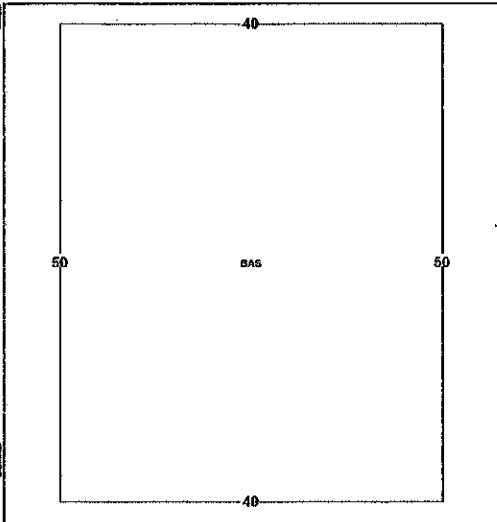


Source: Escambia County Property Appraiser

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[○ Reference](#)
[➔](#)
[Restore Full Page Version](#)

General Information		Assessments				
Reference:	113N321300004028	Year	Land	Imprv	Total	Cap Val
Account:	122368740	2016	\$8,740	\$32,954	\$41,694	\$41,694
Owners:	ESCAMBIA COUNTY	2015	\$8,740	\$31,849	\$40,589	\$40,589
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	2014	\$8,731	\$31,872	\$40,603	\$40,603
Situs:	4307 WHITE ASH DR 32577	Disclaimer				
Use Code:	FIRE DEPARTMENT	Amendment 1/Portability Calculations				
Taxing Authority:	COUNTY MSTU					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						
Sales Data		2016 Certified Roll Exemptions				
		COUNTY OWNED				
		Legal Description				
		BEG AT SE COR OF SEC N ALG E LI 1329 90/100 FT W 812 50/100 FT TO N R/W LI OF SR 97 (100 FT R/W) NWLY ALG N...				
		Extra Features				
		None				



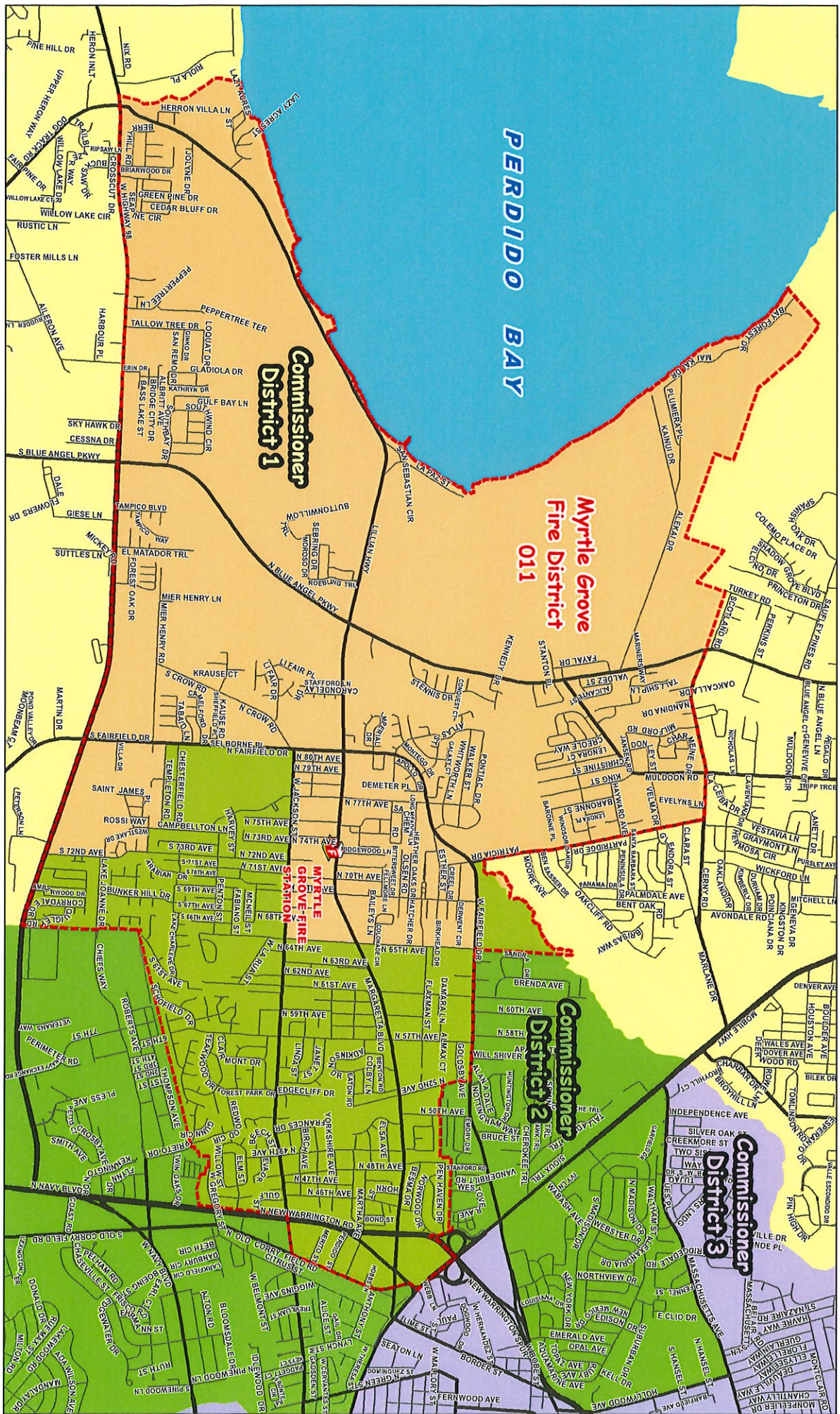
Buildings	
Address: 4307 WHITE ASH DR, Year Built: 1997, Effective Year: 1997	
Structural Elements	
DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-METAL-MODULAR FLOOR COVER-CONCRETE-FINISH FOUNDATION-SLAB ON GRADE HEAT/AIR-UNIT HEATERS INTERIOR WALL-UNFINISHED NO. PLUMBING FIXTURES-4 NO. STORIES-1 ROOF COVER-METAL/MODULAR ROOF FRAMING-STEEL TRUSS/FRM STORY HEIGHT-16 STRUCTURAL FRAME-RIGID FRAME	
Areas - 2000 Total SF	
BASE AREA - 2000	

Images



1/27/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Myrtle Grove Fire District: 011

 Fire Station

 Myrtle Grove Fire District Boundary

 Commissioner District 1

 Commissioner District 2

 Commissioner District 3



1 in = 0.45 miles

Public Safety Department
Emergency Management Division
James Ireland 9/12/2016

NEW MYRTLE GROVE FIRE STATION
Budget Estimate

		From Means	Total
Building Sq Ft.	Units	Unit Cost	
8,708			
Substructure			
Standard Foundation- poured concrete and spreads footing	SF	\$10.14	\$88,299
Shell			
Superstructure -Metal deck, open web steel joist, beams on columns.	SF	\$10.86	\$94,569
Exterior Enclosure -Face Brick with CMU, Aluminum windows, overhead and hollow metal doors.	SF	\$25.53	\$222,315
Roofing - Built up roofing	SF	\$7.70	\$67,052
Interior			
CMU, single leaf hollow metal, toilet partitions, pain, floor with 50% vinyl and 50% paint, ceiling is suspended ceiling.	SF	\$33.61	\$292,676
MEP			
Plumbing- kitchen, toilet, service fixtures, supply and drainage. Gas fired water heater, roof drains.	SF	\$14.84	\$129,227
HVAC- rooftop multizone units	SF	\$24.59	\$214,130
Fire Protection- wet pipe sprinkler system.	SF	\$6.56	\$57,124
Electrical - 200 ampere service, high efficiency floresent, receptacles, switches, A.C., addressable alarm system.	SF	\$10.72	\$93,350
FF&E			
Furniture fixtures and equipment			\$60,000
Sitework			
			\$312,000
Subtotal		\$144.55	\$1,630,741

From OFS estimate and adjusted.
from OFS contractor cost and adjusted for
today's cost.

NEW MYRTLE GROVE FIRE STATION

Budget Estimate

Contractor General Requirements, OH and Profit		25.00%	\$407,685
Subtotal			\$2,038,427
Contingency 15%		15%	\$305,764
Subtotal			\$2,344,191
Cost per SF		\$269.20	
AE Fees		10%	\$234,419
Subtotal			\$2,578,610
PM Fees		5%	\$128,930
Total Project Estimate			\$2,707,540

Osceola Fire Station Construction Base			
Bid			\$2,155,000.00
Adjusted for Inflation Total			\$2,565,551.02
Cost per SF (8,708 SF)	8708	\$294.62	
Estimated AE Fees 10%		10%	\$256,555
Subtotal			\$2,822,106
PM Fees		5%	\$141,105
Total cost using Osceola Cost data			\$2,963,211

Report of Environmental Consulting Services

Myrtle Grove Fire Station
7209 Lillian Highway
Pensacola, Florida

Prepared for

Escambia County Fire/Rescue
6575 North W Street
Pensacola, Florida 32505

Prepared by

Professional Service Industries, Inc.
175 South A Street
Pensacola, Florida 32502

July 8, 2016

PSI Project #06381011



July 8, 2016

Mr. James A. Harrison
Battalion Chief
Escambia County Fire/Rescue
6575 North W Street
Pensacola, FL 32505

Subject: Report of Environmental Consulting Services
Myrtle Grove Fire Station
7209 Lillian Highway
Pensacola, Florida
PSI Project 06381011

Dear Mr. Harrison:

Professional Service Industries, Inc. (PSI) is pleased to submit our Report of Environmental Consulting Services for the subject site. Specifically, PSI has performed a Fungal Assessment of the subject building. PSI has provided these services in general accordance with our agreement dated June 29, 2016.

We appreciate being chosen to perform these services, and look forward to our continued association. Please contact us at 850-434-1000 if you have any questions, comments or concerns regarding our services, or we may be of further service.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

A handwritten signature in cursive script, reading "Adam P. Beasley".

Adam P. Beasley
Project Manager

A handwritten signature in cursive script, reading "John H. Clary".

John H. Clary, CIE
Principal Consultant
FLMA License Number MRSA697

TABLE OF CONTENTS

1	EXECUTIVE SUMMARY	3
2	INTRODUCTION	4
2.1	AUTHORIZATION	4
2.2	SITE DESCRIPTION	5
2.3	PROJECT BACKGROUND	5
2.4	PURPOSE AND SCOPE	5
3	ASSESSMENT ACTIVITIES	6
3.1	WALK-THROUGH OBSERVATIONS	6
3.2	INTERVIEWS	7
3.3	MOISTURE OBSERVATIONS AND MEASUREMENTS	7
3.4	HVAC OBSERVATIONS	8
3.5	TEMPERATURE AND RELATIVE HUMIDITY MEASUREMENTS	8
3.6	FUNGAL SAMPLING/OTHER MEASUREMENTS	11
4	CONCLUSIONS AND RECOMMENDATIONS	2
4.1	FINDINGS	2
5	WARRANTY	4
5.1	FUNGAL ASSESSMENT	4
5.2	USE BY THIRD PARTIES	4
5.3	UNIDENTIFIABLE CONDITIONS	5

LIST OF APPENDICES

APPENDIX A – LABORATORY ANALYTICAL RESULTS
APPENDIX B – DIAGRAMS & PHOTOGRAPHS

1 EXECUTIVE SUMMARY

PSI conducted a Fungal Assessment of the Myrtle Grove Fire Station located at 7209 Lillian Highway in Pensacola, Florida on June 30 and July 1, 2016. The assessment was performed for Escambia County Fire and Rescue.

This assessment was conducted at the request of Escambia County Fire and Rescue on the basis of complaints from the occupants of the building regarding potential indoor air quality (IAQ) issues.

The scope of the Fungal Assessment was intended to address identifiable conditions regarding moisture and/or fungal amplification that may be affecting the subject site. The assessment included the performance of visual observations, measurement of comfort parameters, and collection and analysis of air and surface samples for fungal spores.

Based on the methodologies described in this report, airborne fungal amplification does not appear to be present within the conditioned spaces of the facility; however, airborne fungal amplification appears to be present in the non-conditioned mezzanine areas. Surface samples collected indicated the presence of numerous Hyphal Fragments, *Cladosporium sp.*, *Alternaria sp.*, *Penicillium/Aspergillus (Pen./Asp.)*, and *Stachybotrys* fungal spores. Additional findings are provided in Section 4.

Based on the information gathered during this assessment, PSI recommends the following actions be taken:

- The source of moisture intrusion should be identified and corrected/repared.
- Cleaning, sanitization and mold remediation of water damaged or microbial impacted surfaces, materials and systems should be implemented;
- The heating, ventilation and air conditioning (HVAC) systems should be cleaned and evaluated for efficacy relative to the fire station environment; associated rigid ductwork should be cleaned and flexduct should be replaced;
- A post mold remediation assessment should be performed prior to re-occupancy.

2 INTRODUCTION

A Fungal Assessment of the Myrtle Grove Fire Station located at 7209 Lillian Highway in Pensacola, Florida has been conducted by Professional Service Industries, Inc. (PSI) to assess potential fungal issues within the facility. This assessment was conducted on June 30 and July 1, 2016 by Mr. Adam P. Beasley under the guidance of a PSI Principal Consultant and Florida Licensed Mold Assessor (FLMA).

The assessment was generally conducted in four phases as follows:

- **Phase 1 - Initial Evaluation** - A preliminary evaluation was conducted by PSI which included interviews of Battalion Chief James A. Harrison providing information relative to specific fungal and/or moisture issues. This data was used to focus the walk through and scope of work to be followed over the course of our site observations and sampling.
- **Phase 2 – HVAC Observation** - A limited non-destructive visual evaluation of each air-handling unit (AHU) was performed to look for evidence of standing water, fungal growth, and assumed airflow patterns. No airflow measurements were made as a part of this assessment. Accessible areas of the HVAC system were visually evaluated for evidence of fungal growth or other correlated factors, which may cause contaminants or odors to be entrained into the building.
- **Phase 3 – Physical Data Collection** - A sampling plan was developed under the direction of a PSI Principal Consultant. Measurements were made of temperature, relative humidity, carbon monoxide and carbon dioxide in the selected areas throughout the facility. A resistance moisture meter was used to determine the moisture content of building materials observed within the designated areas as being potentially impacted by water. Collected data may be used to determine its present condition and the extent of saturation of the building material. Physical data collection also included obtaining samples for airborne and surface fungal spores in selected areas and comparative samples from the local outdoor environment.
- **Phase 4 - Project Report** - This report outlines the assessment findings based on the interviews, testing results and field observations. The report also discusses other observations concerning the workplace as they impacted the sampling events. This report includes a discussion of sampling methodology, locations, analytical methods, results, conclusions and recommendations for remedial action.

2.1 AUTHORIZATION

Authorization to perform the assessment was provided by Mr. James A. Harrison by signature of our proposal dated June 29, 2016. Access to the site was provided by Mr. Robert Dye of the Escambia County Office of Risk Management.



2.2 SITE DESCRIPTION

The subject site is occupied by the Myrtle Grove Fire Station and is located at 7209 Lillian Highway in Pensacola, Florida. According to the Escambia County Property Appraiser's website, the structure was built in approximately 1977 and is approximately 8,250 square feet in size. The western half of the building, which is unconditioned, consist of an open bay area where the fire trucks are parked. The east half of the building, which is conditioned, consists of an office area and residential area where four full-time firefighters reside per shift. Two mezzanine areas that are unconditioned are located above the office/residential area. The building is a slab-on-grade, metal-modular structure with a metal roof.

2.3 PROJECT BACKGROUND

PSI understands that the subject services have been requested to address occupant concerns regarding visible suspect microbial growth on walls and ceilings as well as the quality of air within the facility. PSI was informed that the facility has historically been a volunteer fire station and was not originally constructed to be a manned fire station. Approximately four months ago, the station was converted from being a volunteer fire station to a full timed manned station. The four full time fire fighters who usually reside in the structure have been temporarily transferred to another fire station as a precautionary measure.

2.4 PURPOSE AND SCOPE

The purpose of this Fungal Assessment was to evaluate conditions within the area affecting the quality of the air relative to possible fungal amplification within the building. The scope of work included providing a staff industrial hygienist working under the direction of a PSI Principal Consultant to assess general comfort parameters, perform a visual evaluation of building systems, and collect air and surface samples for the identification of fungal spores.

The assessment was completed in general accordance with the authorized scope of work.

3 ASSESSMENT ACTIVITIES

Field investigation and sampling activities were conducted on June 30 and July 1, 2016 by Mr. Adam Beasley of PSI.

3.1 WALK-THROUGH OBSERVATIONS

PSI's inspector performed a general 'walk-through' visual inspection of occupied common areas and other accessible areas within the facility. The walk-through inspection focused on identifying areas or conditions which are likely to contribute to complaints of poor indoor air quality. These may include issues such as: visible mold or moisture, moldy odors, evidence of excessive dust or staining, unusual odors, overcrowding, blocked air flow diffusers, and others. Only accessible portions of the facility were observed.

Exterior observations included general visual observations of the building exterior for obvious signs of water intrusion, including exterior walls. The building is a slab-on-grade metal modular structure with a corrugated metal roof. Exterior observations included:

- Water accumulation near west exterior wall and associated moss growing near bottom of wall;
- Moss growing on the north exterior brick window sill and bottom of metal window frame;
- Several areas of damaged brick mortar were observed on the north exterior wall.

Interior observations included general visual observations relative to obvious water penetration, staining, dirt and debris, HVAC observations, etc. (impacted surfaces or materials), and include:

- The interior of the HVAC supply flex duct in the communications room appeared to have a build-up of dust;
- Popcorn ceiling texture located around the air supply diffuser in the office restroom with shower (Men's Room) appeared damaged or recently repaired;
- Suspect fungal growth was observed in the northeast corner of the Men's Room ceiling;
- Water staining was observed around the air supply diffuser in the Officer's Bunk Room;
- Possible algae growth was observed on the exterior of the window in the Officer's Bunk Room;
- Water damage was observed on the paneling near the bottom of the window in the Officer's Bunk Room and the bottom metal rail of the window was observed to have a build of dust, debris, and suspect fungal growth;
- The air return filter located in the hallway of the office area appeared dusty;
- Water damage and suspect fungal growth was observed on the east wall and ceiling of the Main Room;

- Suspect fungal growth was observed on the east wall of the closet adjoining the window in the main room;
- Several of the air supply diffusers located in the Main Room appeared to have a small amount of dust build-up;
- Water condensation and suspect fungal growth was observed on the air supply diffuser located in the Bunk Room Bathroom;
- Southeast corner of Bunk Room – A petroleum based product was observed on the floor, walls, and ceiling (*it appears to have leaked down from the south mezzanine located above the room*);
- The wood shelving and floor underneath the shelf in the south mezzanine appeared to be saturated with a petroleum based product that appears to have leaked in the past;
- Suspect fungal growth was observed on the outside sheeting of the fiberglass insulation on the ceiling (roof deck) and the walls of the south mezzanine;
- Water condensation was observed on top of the HVAC unit duct in the south mezzanine;
- Evidence of historic water intrusion and rust were observed on the horizontal support member and east wall in the south mezzanine;
- Suspect fungal growth was observed on the outside sheeting of the fiberglass insulation on the ceiling (roof deck) and the walls of the north mezzanine;
- Water damage on the wood floor was observed underneath a damaged piece of metal duct that appeared heavily rusted;
- Suspect fungal growth was observed on the ceiling and metal walls of the garage;
- Standing water was observed in the garage underneath a fire truck and near the ice machine located against the west perimeter wall.

3.2 INTERVIEWS

During a preliminary walkthrough of the building, Battalion Chief James A. Harrison of Escambia County Fire and Rescue pointed out general areas in the facility where suspect fungal growth or moisture intrusion had been observed by the occupants, and described the utilization of the various spaces within the building.

3.3 MOISTURE OBSERVATIONS AND MEASUREMENTS

At selected locations within the building, PSI performed measurements of relative moisture in building materials (CMU walls) utilizing a *GE Surveymaster*® protimeter. The protimeter is a device designed to provide moisture levels in both wood and in building materials other than wood in Wood Moisture Equivalents (WME). The percent WME is defined by the manufacturer as the moisture level in any building material other than wood expressed as an equivalent moisture content of wood. WME readings less than 14% are considered to be dry, greater than 14% but less than 19% are considered to be moist, and above 19% are considered to be wet.

The majority of the measurements taken would be classified as being “dry”. The only areas (building materials) where moisture measurements were taken that would be classified as being “wet” was the east gypsum board wall near the ceiling in the Main Room above the window, the gypsum board ceiling around the air supply diffuser in the office bathroom with shower (Men’s Room), and the fiberglass insulation located on the ceiling in the mezzanines.

3.4 HVAC OBSERVATIONS

Accessible areas of the HVAC system were visually evaluated for evidence of apparent possible fungal growth. The interior of HVAC ducts that were visually inspected appeared relatively free of dust and debris with the exception of the duct located in the Communications Room. The duct in the Communications Room had a large accumulation of dust, debris, and possible suspect fungal growth. A tape lift sample was collected of the suspect material located in this duct and the laboratory report indicated that it contained numerous hyphal fragments and *Cladosporium* mold spores. Overall, the exterior of the air supply diffusers appeared relatively clean and free of dust with a few exceptions that had some slight dust build-up. The air supply duct located in the Bunk Room Bathroom had water condensation and visible suspect fungal growth. The HVAC unit located in the south mezzanine had water condensation build-up on top of the main trunk duct. In the north mezzanine area, a metal HVAC duct appeared rusty and water damage of the wood floor was observed underneath the duct.

3.5 COMFORT PARAMETER MEASUREMENTS

Short-term spot check measurements of the standard IAQ comfort parameters consisting of temperature, relative humidity (%RH), carbon dioxide (CO₂) and carbon monoxide (CO) were also taken throughout the building using a TSI Q-Trac Indoor Air Quality meter. The meter was placed in the selected location with the sensor located approximately four (4) to five (5) feet above the floor. Readings were noted after the temperature and humidity levels appeared to stabilize.

The American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) guidelines are generally considered the industry standard for comfort parameter levels. The following table summarizes the results of the comfort parameter measurements as compared to the ASHRAE recommendations.

Sample Date: July 1, 2016

Table 1

Location	Temperature	Relative Humidity	Carbon Dioxide	Carbon Monoxide
Outdoors	84.9° F	69.9%	341 ppm	0 ppm
Garage	82.7° F	72.9%	383 ppm	0 ppm
Communications Room	73.2° F	60.6%	438 ppm	0 ppm

Officers' Bunk Room	73.6° F	58.8%	417 ppm	0 ppm
Bathroom with Shower (Men's Room)	73.4° F	60.0%	434 ppm	0 ppm
Bathroom (Women's Room)	69.7° F	64.2%	448 ppm	0 ppm
Main Room (Kitchen)	71.0° F	50.1%	394 ppm	0 ppm
Main Room (TV Area)	70.0° F	51.3%	399 ppm	0 ppm
Bunk Room	70.0° F	51.3%	400 ppm	0 ppm
Bunk Room Bathroom	66.7° F	58.1%	413 ppm	0 ppm
South Mezzanine	85.1° F	96.4%	335 ppm	0 ppm
North Mezzanine	87.8° F	62.8%	357 ppm	0 ppm
ASHRAE Recommendations:	68 to 76° F (winter) 72 to 80° F (summer)	30 to 70% (40 to 60% ideally)	Not more than 700 ppm above the outdoor concentration	N/A

Measurements for temperature, %RH, CO₂ and CO were performed in conjunction with the air sampling using a Q-Trak Indoor Air Quality Monitor. Detailed information is provided below.

Temperature

Measurement and recording of the air temperature is used to determine comfort level parameters associated with the indoor environment. ASHRAE specifies the combinations of indoor thermal environmental factors and personal factors that will produce thermal comfort conditions acceptable to a majority of the occupants within the space (ASHRAE Standard 55-2010, Thermal Environmental Conditions for Human Occupancy). To be specific, temperatures in the winter can range from 68-76 degrees Fahrenheit (°F) and 72-80°F in the summer.

- The temperatures within the assessed areas (excluding the garage and mezzanines which are not conditioned) were measured to range from 66.7°F to 73.6°F. All of the locations where the temperature was measured (excluding the garage and mezzanine) were generally within the acceptable ASHRAE recommendations except for the Bunk Room Restroom which was slightly below the ASHRAE recommendations. Outside temperature was 84.9°F at approximately 10:00 a.m.

%RH

Measurement and recording of the %RH is used to indicate comfort level parameters associated with the indoor air environment. Overly dry and overly humid conditions are both potential indicators of air quality problems with the HVAC system. High %RH levels can cause concern regarding the potential for growth of fungi within a facility.

ASHRAE Standard 62.1-2013 "Ventilation for Acceptable Indoor Air Quality", plus ASHRAE BOD approved addenda requires that %RH levels be designed to be limited to 65% or less for mechanical systems with dehumidification capability. For other mechanical system types or where spaces are not served by mechanical systems, Standard 62.1 has no relative humidity limitations.

- The %RH within the assessed areas (excluding the garage and mezzanines which are not conditioned) were measured to range from 50.1 to 64.2 %RH. As such, the %RH was within the generally acceptable ASHRAE recommendations except for the Women's Room which had a %RH of 64.2%RH. The outside %RH levels was 69.9% at approximately 10:00 a.m.

CO₂

The amount of CO₂ in the building air can be used as an indicator for the performance of the HVAC system. The source of CO₂ in the air is the exhaled breath of building occupants mixed with ambient environmental concentrations from the outside air.

ASHRAE Standard 62.1-2013 for schools, offices, and areas where people spend extended periods of time indoors is that indoor CO₂ levels be no greater than 700 parts per million (ppm) in addition to the outdoor levels at the time of the measurement. As a comparison, it is not unusual for the outdoor air to have a concentration of CO₂ in the range of 300 ppm to 500 ppm. Therefore, the concentration of CO₂ should not exceed an estimated 1,000 ppm to 1,100 ppm. Metropolitan areas usually have higher outdoor air concentrations of CO₂ than rural areas.

- The CO₂ concentrations within the assessed areas were measured to range from 335 ppm in the South Mezzanine to 448 ppm in the Women's Room. Outside concentrations were measured at 341 ppm at approximately 10:00 a.m. As such, the interior levels were within the generally acceptable ASHRAE recommendations.

CO

Measurements for CO were collected throughout the areas. The time weighted average (TWA) exposure limit for CO is 9.0 ppm over an eight-hour period per standards established by the National Ambient Air Quality Standard (NAAQS), Federal Register (FR) Volume 76, No. 169, page 54294, August 31, 2011.

- On the day of monitoring, indoor CO levels were measured to be 0.0 ppm, and were well below the Federal Standards.

3.6 FUNGAL SAMPLING/OTHER MEASUREMENTS

3.6.1 SURFACE FUNGI (MOLD)

Samples were collected for direct examination utilizing surface tape methodologies. Fungal analysis includes genus identification of viable and non-viable fungi present. However, in utilizing this method, it is not possible to differentiate between viable and non-viable fungi spore types.

Analysis of the surface tape lift samples collected from all locations indicated numerous hyphal fragments. All of the samples collected contained numerous *Cladosporium* spores with the exception of sample T-03 taken from the east wall of the main room which contained numerous *stachybotrys* spores. The sample collected from the interior of the air supply flex-duct in the communications room contained numerous *alternaria* spores. *Alternaria* spores were also present in various quantities in samples 01, 04, 06, 08, and 09. The samples collected from the underside of the fiberglass insulation in both mezzanines contained numerous *Penicillium/Aspergillus* spores. A summary of the findings is presented in the following table:

July 8, 2016

Summary of Mold Tape Lift Samples										
Sample Number:	T-01	T-02	T-03	T-04	T-05	T-06	T-07	T-08	T-09	T-10
Sample Location and Building Component Sampled:	*	*	*	*	*	*	*	*	*	*
Fungi Identification										
Hyphal Fragments	4+	4+	4+	4+	4+	4+	4+	4+	4+	4+
Pollen	1+	---	---	---	---	---	---	---	3+	---
Cladosporium	4+	4+	---	4+	4+	4+	4+	4+	4+	4+
Smuts/Myxomycetes	1+	---	---	1+	---	---	---	---	1+	---
Penicillium/Aspergillus	---	---	---	---	---	4+	4+	---	---	---
Alternaria	1+	4+	---	1+	---	2+	---	3+	1+	---
Curvularia	---	---	---	---	---	---	---	---	1+	---
Stachybotrys sp.	---	---	4+	---	---	---	---	---	---	---
Epicoccum sp.	---	---	---	1+	---	---	---	---	---	---
Trichoderma-like	---	---	---	---	---	---	---	---	4+	---
* = Sample locations and building components sampled are listed below:										
T-01 = Communications Room – Back Side of Air Supply Diffuser										
T-02 = Communications Room – Interior of Air Supply Flex-Duct										
T-03 = Main Room – East Wall above Window near Ceiling										
T-04 = Main Room – Back Side of Air Supply Diffuser										
T-05 = Bunk Room Bathroom – Backside of Air Supply Diffuser										
T-06 = South Mezzanine – Underside of Fiberglass Insulation on Ceiling (Roof Decking)										
T-07 = North Mezzanine – Underside of Fiberglass Insulation on Ceiling (Roof Decking)										
T-08 = Garage – Metal Wall										
T-09 = Garage – Underside of Fiberglass Insulation on Ceiling (Roof Decking)										
T-10 = Office Area Bathroom with Shower (Men's Room) – Drywall Ceiling										

Note: Quantification of fungal spores are graded 1+ through 4+ with: 1+ = occasional spores seen, 2+ = few spores seen, 3+ = moderate spores seen, 4+ = numerous spores seen
--- Indicates no fungal spores were detected

3.6.2 TOTAL AIRBORNE FUNGAL (MOLD) STRUCTURES (VIABLE AND NON-VIABLE)

Total Fungal Structures were collected using utilizing Air-O-Cell™ spore traps that deposits the spores onto a slide where they are identified and enumerated microscopically. The Air-O-Cell™ spore trap was connected to a sampling pump calibrated to flow at 15 liters per minute for a total sample volume of 150 liters. Two (2) outdoor samples were also collected for comparison purposes.

The advantage to using this method is quick turn-around time from the laboratory, as the samples are evaluated microscopically and do not require incubation. Please note that spores including viable and non-viable spores are counted. In addition, fungal spores cannot be speciated using this method.

For airborne samples, indoor levels and types were compared to the outdoor varieties with the best scenario being similar types but fewer colonies. Results for airborne total (viable and non-viable) fungi (mold) are expressed as fungal structures (spores) per cubic meter (fs/m³). As a comparison, two samples for Total Airborne Fungal Structures were obtained from the exterior of the facility.

All microbial samples were analyzed by PSI's Microbiological Laboratory located in Pittsburgh, PA. The laboratory successfully participates in the American Industrial Hygienists Association (AIHA), Environmental Microbiology Proficiency Analytical Testing Program (EMPAT) which measures the laboratory's proficiency in analyzing environmental microbiological samples. EMPAT is specifically for labs identifying microorganisms commonly detected in air, fluids, and surface samples during Fungal studies. EMPAT is a triennial performance based testing program. Samples may contain both pure and mixed cultures of fungi or bacteria. Laboratories participate to assess and improve their analytical skills. Proficiency in EMPAT is mandatory for labs seeking EMLAP accreditation.

The indoor airborne mold spore concentrations of the samples collected from within the conditioned spaces ranged between 13 and 40 fs/m³, while the concentration of mold spores from the samples collected from interior non-conditioned spaces ranged from 2,139 to 2,694 fs/m³. The outdoor spore concentrations ranged between 1,294 and 4,830 fs/m³. In general, the spore types identified on the indoor total spore air samples collected from within the conditioned spaces were also identified on the outdoor samples. The biodiversity and rank order of fungal spore types were generally similar to what was found outside. The samples collected from the mezzanine areas which are not conditioned, indicated the presence of *Penicillium/Aspergillus* spores which were not found on the outdoor samples. A summary of the laboratory report listing the spore concentrations found on the interior samples and the corresponding exterior results is found in the table below. The detailed Laboratory Analytical *Spore Trap Report* for the total mold (spore trap) air samples is provided in Appendix A.

Summary of Airborne Mold Samples									
Sample Number:	01	02	03	04	05	06	07	08	09
Sample Location:	Outside	Outside	Office Area (Hallway)	Office Area (Officers Bunk Room)	Main Room (TV Area)	Main Room (Kitchen)	Bunk Room	South Mezzanine	North Mezzanine
Fungi Identification									
Cladosporium sp.	150	60			33			40	13
Ascospores	4,600	1,200	40	20	7	20	13	2,600	2,100
Basidiospores	60	27						20	13
Smuts/Myxomycetes	13	7						7	
Penicillium/Aspergillus								27	13
Unknown/Brown2	7								
Total	4,830	1,294	40	20	40	20	13	2,694	2,139

Notes: Result in Spores/m³ = fungal spores per cubic meter.

--- Indicates no fungal spores were detected

4 CONCLUSIONS AND RECOMMENDATIONS

PSI has performed a Fungal Assessment of the subject site in general accordance with PSI's Proposal, dated June 29, 2016. Based on the results of this assessment, the following conclusions and recommendations have been developed.

4.1 FINDINGS

Based on the results of the assessment, PSI concludes the following:

- Airborne fungal amplification does not appear present in the conditioned areas of the building; however, airborne fungal amplification appears to be present within the non-conditioned mezzanine areas.
- The surface samples collected contained elevated concentrations of fungal spores.
- Active water intrusion into the building appears to be occurring mainly through the exterior east wall and the eastern edge of the roof system.
- Standing water was observed in the garage underneath a fire truck and in the vicinity of the ice machine located near the west perimeter wall.
- Areas (Building Materials) where moisture measurements were taken that would be classified as being "wet" was the east gypsum board wall near the ceiling in the Main Room (where visible mold growth is present), the gypsum board ceiling around the air supply diffuser in the office bathroom with shower (Men's Room), and the fiberglass insulation located on the ceiling in the mezzanines.
- The temperatures and relative humidity levels within the conditioned areas of the facility are generally within the ASHRAE accepted levels.

4.1.1 DATA INTERPRETATION

There are currently no enforceable regulatory standards pertaining to air, surface, or bulk concentrations of fungi or bacteria. In the absence of a regulatory standard, health and safety practitioners find guidance from the American Conference of Governmental Industrial Hygienists (ACGIH) publication of the Bioaerosols Committee entitled "Guidelines for the assessment of Bioaerosols in the Indoor Environment". The ACGIH guidelines recommend medical assessment of symptoms, evaluation of building performance and use of professional judgment as primary means for investigating Fungal issues. According to the ACGIH, routine air sampling is not recommended because there are no scientific supportable numerical limits to which microbial air samples may be compared.

Air sampling is best used as a means to determine if there is amplification of fungi within the building as compared to naturally occurring fungal levels outdoors. Air sampling may also be used to document the contribution of identified microorganisms and their sources to a particular air quality problem or complaint.

If concerns of medical conditions for current or future occupants of the building exist, PSI recommends that the client provide findings (final report) to an appropriate physician for evaluation of potential health hazards.

4.1.2 RECOMMENDATIONS

Based on this information, PSI recommends the following actions be taken:

- The source of moisture intrusion should be identified and repaired.
- Fungal impacted non-porous surfaces should be cleaned with a high efficiency particulate arrestance (HEPA)-filtered vacuum and an EPA-approved sanitizing solution.
- Porous surfaces, if deemed salvageable, should be cleaned with a HEPA-filtered vacuum. Unsalvageable materials should be properly disposed. It should be noted that destructive techniques were not utilized in the visual observation, therefore fungal growth could be present in wall cavities.
- The heating, ventilation and air conditioning (HVAC) systems including ductwork (*except flex-duct which should be replaced*) should be cleaned and evaluated for efficacy relative to the fire station environment;
- When fungal cleaning/remediation work is performed and to minimize additional potential for spreading mold spores into the air, the work should be performed in compliance with the current version of the guidelines referenced below:
 - "Mold Remediation in Schools and Commercial Buildings", U.S. Environmental Protection Agency, EPA 402-K-01-001, March 2001.
 - "IICRC S520 Standard and Reference Guide for Professional Mold Remediation", Institute of Inspection, Cleaning and Restoration Certification (IICRC)

All fungal remedial work should be performed by a Florida licensed mold remediation contractor in accordance with Florida Statutes Chapter 468 Part XVI and the Florida Administrative Code Rule 61-3. PSI also recommends an Industrial Hygienist be present to observe proper protocols are implemented during remedial activities, and post-remediation air sampling should be performed.

5 WARRANTY

5.1 FUNGAL ASSESSMENT

The field observations, measurements, and research reported herein are considered sufficient in detail and scope to form a reasonable basis for a Fungal Assessment of this property. The assessment, conclusions, and recommendations presented herein are based upon the subjective evaluation of limited data. They may not represent all conditions at the subject site as they reflect the information gathered from specific locations. PSI warrants that the findings and conclusions contained herein have been promulgated in accordance with generally accepted industrial hygiene methodology and only for the site described in this report.

PSI warrants that the findings contained herein have been prepared with the level of care and skill ordinarily exercised by professionals practicing in the community. The scope of work addressed readily accessible and exposed interior building areas. Observation or sampling of inaccessible areas such as behind walls or within ductwork was not performed. PSI's investigation did not address determining the source of moisture intrusion into the structure.

The sampling methods utilized by PSI in performing its services may have resulted in the disturbance or dispersal of mold spores. While we attempted to minimize such dispersal, we cannot eliminate it entirely. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or reoccurrence of mold amplification.

No other warranties are implied or expressed.

5.2 USE BY THIRD PARTIES

This report was prepared pursuant to the contract PSI has with the Escambia County Fire and Rescue. That contractual relationship included an exchange of information about the subject site that was unique and between PSI and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between PSI and its client, reliance or any use of this report by anyone other than the Escambia County Fire and Rescue, for whom it was prepared, is prohibited and therefore not foreseeable to PSI.

Reliance or use by any such third party without explicit authorization in the report does not make said third party a third party beneficiary to PSI's contract with the Escambia County Fire and Rescue. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at third party's risk. For the same

reasons, no warranties or representations, expressed or implied in this report, are made to any such third party.

5.3 UNIDENTIFIABLE CONDITIONS

This report is necessarily limited to the conditions observed and to the information available at the time of the work. Due to the nature of the work, there is a possibility that there may exist conditions which could not be identified within the scope of work or which were not apparent at the time of our site work. This report is also limited to information available from the client at the time it was conducted. The report may not represent all conditions at the subject site as it only reflects the information gathered from specific locations.

APPENDIX A – LABORATORY ANALYTICAL RESULTS



PSI, Inc.
175 South "A" Street
Pensacola, FL 32502

Attn: Steve Freeman

SPORE TRAP REPORT

DATE
Reported: 7/5/16
Analyzed: 7/5/16
Received: 7/1/16
Sampled: 1/0/00

Work Order: 1607015
Project Number: 06381011
Project Name: Myrtle Grove Fire Station

Analyst: JM

AIHA EMLAP #100373

TEST METHOD: PSI-WI-620-838

LAB NUMBER:	001A			002A			003A		
Client ID:	01			02			03		
Location:	Outside Northwest Exterior			Outside East Exterior			Office Area - Hallway		
Comments:									
Detection Limit(spores/m ³):	7			7			7		
Hyphal Fragments	3	20		3	20				
Pollen				1	7				
Sample Description:	Air-O-Cell			Air-O-Cell			Air-O-Cell		
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%
Cladosporium sp.	22	150	3.01	9	60	4.59			
Ascospores	696	4600	95.34	182	1200	92.86	6	40	100.00
Basidiospores	9	60	1.23	4	27	2.04			
Smuts/Myxomycetes	2	13	0.27	1	7	0.51			
Peronospora/Oidium sp.									
Pen./Asp. Group									
Alternaria sp.									
Drechslera/Bipolaris									
Amerospores1									
Arthrinium sp.									
Curvularia sp.									
Stachybotrys sp.									
Unknown/Brown2	1	7	0.14						
Torula sp.									
Ulocladium sp.									
Chaetomium sp.									
Pithomyces sp.									
Epicoccum sp.									
Fusicladium									
Clear Brown2									
Cercospora sp.									
Rusts									
Nigrospora sp.									
Background debris (1-5) ³	3			2			3		
Sample Volume (liters)	150			150			150		
TOTAL SPORES/M ³	730	4,830	100	196	1,294	100	6	40	100

Total % may not equal 100 due to rounding.



PSI, Inc.
175 South "A" Street
Pensacola, FL 32502

Attn: Steve Freeman

SPORE TRAP REPORT

DATE
Reported: 7/5/16
Analyzed: 7/5/16
Received: 7/1/16
Sampled: 1/0/00

Work Order: 1607015
Project Number: 06381011
Project Name: Myrtle Grove Fire Station
Analyst: JM

AIHA EMLAP #100373

TEST METHOD: PSI-WI-620-838

LAB NUMBER:	004A			005A			006A		
Client ID:	04			05			06		
Location:	Office Area - Officer's Bunk			Main Room - TV Area			Main Room - Kitchen		
Comments:									
Detection Limit(spores/m ³):	7			7			7		
Hyphal Fragments				1	7		1	7	
Pollen									
Sample Description:	Air-O-Cell			Air-O-Cell			Air-O-Cell		
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%
Cladosporium sp.				5	33	83.33			
Ascospores	3	20	100.00	1	7	16.67	3	20	100.00
Basidiospores									
Smuts/Myxomycetes									
Peronospora/Oidium sp.									
Pen./Asp. Group									
Alternaria sp.									
Drechslera/Bipolaris									
Amerospores1									
Arthrinium sp.									
Curvularia sp.									
Stachybotrys sp.									
Unknown/Brown2									
Torula sp.									
Ulocladium sp.									
Chaetomium sp.									
Pithomyces sp.									
Epicoccum sp.									
Fusicladium									
Clear Brown2									
Cercospora sp.									
Rusts									
Nigrospora sp.									
Background debris (1-5) ³	2			2			3		
Sample Volume (liters)	150			150			150		
TOTAL SPORES/M ³	3	20	100	6	40	100	3	20	100

Total % may not equal 100 due to rounding.



PSI, Inc.
175 South "A" Street
Pensacola, FL 32502

Attn: Steve Freeman

SPORE TRAP REPORT

DATE
Reported: 7/5/16
Analyzed: 7/5/16
Received: 7/1/16
Sampled: 1/0/00

Work Order: 1607015
Project Number: 06381011
Project Name: Myrtle Grove Fire Station

Analyst: JM

AIHA EMLAP #100373

TEST METHOD: PSI-WI-620-838

LAB NUMBER:	007A			008A			009A		
Client ID:	07			08			09		
Location:	Bunk Room			South Mezzanine			North Mezzanine		
Comments:									
Detection Limit(spores/m ³):	7			7			7		
Hyphal Fragments	1	7		2	13		1	7	
Pollen									
Sample Description:	Air-O-Cell			Air-O-Cell			Air-O-Cell		
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%
Cladosporium sp.				6	40	1.51	2	13	0.64
Ascospores	2	13	100.00	384	2600	96.48	308	2100	98.09
Basidiospores				3	20	0.75	2	13	0.64
Smuts/Myxomycetes				1	7	0.25			
Peronospora/Oidium sp.									
Pen./Asp. Group				4	27	1.01	2	13	0.64
Alternaria sp.									
Drechslera/Bipolaris									
Amerospores1									
Arthrinium sp.									
Curvularia sp.									
Stachybotrys sp.									
Unknown/Brown2									
Torula sp.									
Ulocladium sp.									
Chaetomium sp.									
Pithomyces sp.									
Epicoccum sp.									
Fusicladium									
Clear Brown2									
Cercospora sp.									
Rusts									
Nigrospora sp.									
Background debris (1-5) ³	2			3			3		
Sample Volume (liters)	150			150			150		
TOTAL SPORES/M ³	2	13	100	398	2,694	100	314	2,139	100

Total % may not equal 100 due to rounding.

SPORE TRAP REPORT

PSI, Inc.
175 South "A" Street
Pensacola, FL 32502

Attn: Steve Freeman

DATE

Reported: 7/5/16
Analyzed: 7/5/16
Received: 7/1/16
Sampled: 1/0/00

Work Order: 1607015
Project Number: 06381011
Project Name: Myrtle Grove Fire Station
Analyst: JM

Specific Sample Comments:

General Report Comments:

- 1 = Amerospores are spores not divided into parts by septa.
- 2 = Colorless, Unknown/brown, clear brown are spores without a distinctive morphology on spore traps and non-viable surface samples.
- 3 = Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 being very little, while a debris rating of 5 is unreadable.
The higher the rating the more likelihood spores may be underestimated.
A rating of 4 should be interpreted as minimal counts and may actually be higher than reported.

The reporting limit is one spore/item adjusted for volume.

Results relate only to items tested. Results are not corrected for blank data.

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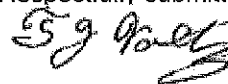
Samples will be disposed of within thirty (30) days unless notified in writing by the client.

Results based on volume measurement provided by the client.

Disclaimer: The laboratory is not responsible for interpretation of test results or for methods used during sampling.

All samples were in acceptable condition unless noted.

Respectfully submitted, PSI, Inc.



Tim Voltz, Approved Signatory

PSI, Inc.
175 South "A" Street
Pensacola, FL 32502

DATE
Reported: 7/1/16
Analyzed: 7/1/16
Received: 7/1/16
Sampled: 6/30/16

Work Order: 1607019
Project Number: 06381011
Project Name: Myrtle Grove Fire Station

Analyst: TV

TEST METHOD: PSI-WI-621-838

[illegible]

Professional Service Industries, Inc. 850 Poplar Street, Pittsburgh, PA 15220 Phone 412-922-4000 Fax 412-922-7289

PSI, Inc.
175 South "A" Street
Pensacola, FL 32502

DATE
Reported: 7/1/16
Analyzed: 7/1/16
Received: 7/1/16
Sampled: 6/30/16

Work Order: 1607019
Project Number: 06381011
Project Name: Myrtle Grove Fire Station

Analyst: TV

TEST METHOD: PSI-WI-621-838

[illegible]

Professional Service Industries, Inc. 850 Poplar Street, Pittsburgh, PA 15220 Phone 412-922-4000 Fax 412-922-7289

PSI, Inc.
175 South "A" Street
Pensacola, FL 32502

Attn: Steve Freeman

DATE _____

Reported: 7/1/16
Analyzed: 7/1/16
Received: 7/1/16
Sampled: 6/30/16

Work Order: 1607019

Project Number: 06381011
Project Name: Myrtle Grove Fire Station

Analyst: TV

TEST METHOD: PSI-WI-621-838

[illegible]

Professional Service Industries, Inc. 850 Poplar Street, Pittsburgh, PA 15220 Phono 412-922-4000 Fax 412-922-7289

DIRECT EXAM SWAB/BULK/SURFACE REPORT

PSI, Inc.
175 South "A" Street
Pensacola, FL 32502

Attn: Steve Freeman

DATE

Reported: 7/1/16
Analyzed: 7/1/16
Received: 7/1/16
Sampled: 6/30/16

Work Order: 1607019

Project Number: 06381011

Project Name: Myrtle Grove Fire Station

Analyst: TV

Specific Sample Comments:

003A: Numerous *Stachybotrys conidiophores* present.

General Report Comments:

- 1 = Amerospores are spores not divided into parts by septa.
- 2 = Colorless, Unknown/brown, clear brown are spores without a distinctive morphology on spore traps and non-viable surface samples.
- 3 = Quantification of fungal spores are graded 1+ through 4+ with:
 - 1+ = Occasional spores seen
 - 2+ = Few spores seen
 - 3+ = Moderate spores seen
 - 4+ = Numerous spores seen

Results relate only to items tested.

This report may not be reproduced except in full, without written approval of PSI, Inc.

Samples will be disposed of within thirty (30) days unless notified in writing by the client.

Disclaimer: The laboratory is not responsible for interpretation of test results or for methods used during sampling.

All samples were in acceptable condition unless noted.

Respectfully submitted, PSI, Inc.



Jack Maake, Approved Signatory

CHAIN OF CUSTODY - MOLD

PSI Information
To Build On
Engineering • Consulting • Testing

IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/313

Project Information	
Project Name:	North Star Green Station
Project No:	01638011
PO Number:	
Sample Date:	

Send Results To:	
Company:	Professional Service Industries, Inc.
Attn:	
Address:	175 South A Street
Telephone:	850-434-1000
Email:	Pensacola Environmental Lab

Send Invoice To:	
Company:	Same
Attn:	
Address:	
Telephone:	
Email:	

Requested Turn Around Time	
Same Day	3-5 Day
☐	☒
Requested Date:	7/16/16
Laboratory Use Only	
All Samples In Acceptable Condition:	☒
Comments:	
Shipping Charges Apply:	

Environmental Conditions					
Fog	Rain	Wind	Snow	Clear	Temperature:
☐	☐	☐	☐	☐	Inside
☐	☐	☐	☐	☐	Outside
☐	☐	☐	☐	☐	Relative Humidity
☐	☐	☐	☐	☐	Inside
☐	☐	☐	☐	☐	Outside
Notes:					

Sample Analysis		Code
Direct Exam		DE
Fungal Culture & Genus ID (non-speciation)		FC/G
Fungal Culture & Genus ID Speciation (top 3 species)		FC/G sp.
Bacteria w/Genus ID (5 most predominant)		BAC
Sewage Screen		SS
Legionella Culture		LC
Other (list)		Oth

Sample ID	Location Description	Sample Type Code	Total Volume/ Area	Sample Analysis Code	Notes
01	Outside	A	150L	DE	Northwest Exterior
02	Outside				East Exterior
03	Office Area-Hallway				
04	Office Area-Offices/Bunk				
05	Main Room-TV Area				
06	Main Room-Kitchen				
07	Bunk Room				
08	South Mezzanine				
09	North Mezzanine				

Sample Type	Code
Air	A
Swab	S
Tape Lift	TL
Bulk/Dust	BD
Plate	P
Water	W
Other (list)	O

Relinquished by:		Date/Time	Received by:	Date/Time
Oscar J. Bandy		6/30/16	Chad D. Smith	7/16/16 9:00a
14:30				

Special Instructions / Comments:

CHAIN OF CUSTODY - MOLD

1607019

Project Information	
Project Name:	Myrtle Grove Fire Station
Project No:	16381011
PO Number:	
Sample Date:	6/30/16



IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/313

Send Results To:	
Company:	Professional Service Industries, Inc.
Attn:	
Address:	175 South A Street
Telephone:	850-434-1000
Email:	Pensacola Environmental Lab

Send Invoice To:	
Company:	Same
Attn:	
Address:	
Telephone:	
Email:	

Requested Turn Around Time	
Same Day	1-2 Day (24-48 hr)
	3-5 Day
Requested Date:	7/6/16
Laboratory Use Only	
24 Samples In Acceptable Condition:	Y
Comments:	
Shipping Charges Apply:	

Environmental Conditions					
Fog	Rain	Wind	Snow	Clear	Temperature:
					Inside Outside
Light					
Moderate					Relative Humidity
Heavy					Inside Outside
Notes:					

Sample Analysis		Code
Direct Exam		DE
Fungal Culture & Genus ID (non-speciation)		FC/G
Fungal Culture & Genus ID Speciation (top 3 species)		FC/G sp.
Bacteria w/Genus ID (3 most predominant)		BAC
Sewage Screen		SS
Legionella Culture		LC
Other (list)		OTH

Sample ID	Location Description	Sample Type Code	Total Volume/ Area	Sample Analysis Code	Notes:
I-01	Communications Room	TL	N/A	DE	Backside of Supply Diffuser
I-02	Communications Room				Interior of Supply Duct
I-03	Main Room				East Wall Above Window
I-04	Main Room				Backside of Supply Diffuser
I-05	Bunk Room Bathroom				Room Side of Diffuser
I-06	South Mezzanine				Underside of Fiberglass Ceiling
I-07	North Mezzanine				Fiberglass Ceiling
I-08	Garage				Metal Wall
I-09	Garage				Fiberglass Ins. Ceiling
I-10	Office Bathroom w/shower	V	V	V	Ceiling.

Sample Type	Code
Air	A
Swab	S
Tape Lift	TL
Bulk/Dust	BD
Plate	P
Water	W
Other (list)	O

Requisitioned by:	Adam B. Lasley	Date/Time	6/30/16 1600
Received by:	Chae Dure	Date/Time	7/1/16 9:40

Special Instructions / Comments:

APPENDIX B – DIAGRAMS & PHOTOGRAPHS

Air Sample Location Diagram

South Mezzanine

08

Bunk Room

07

Bath
room

05 Main Room

Garage

02

Closets

06

Closets

Kitchen

04 Officers
Bunk
Room

Bath-
room

Bath-
Room

Hallway

03

Captains
Office

Comm.
Room

North Mezzanine

09

01

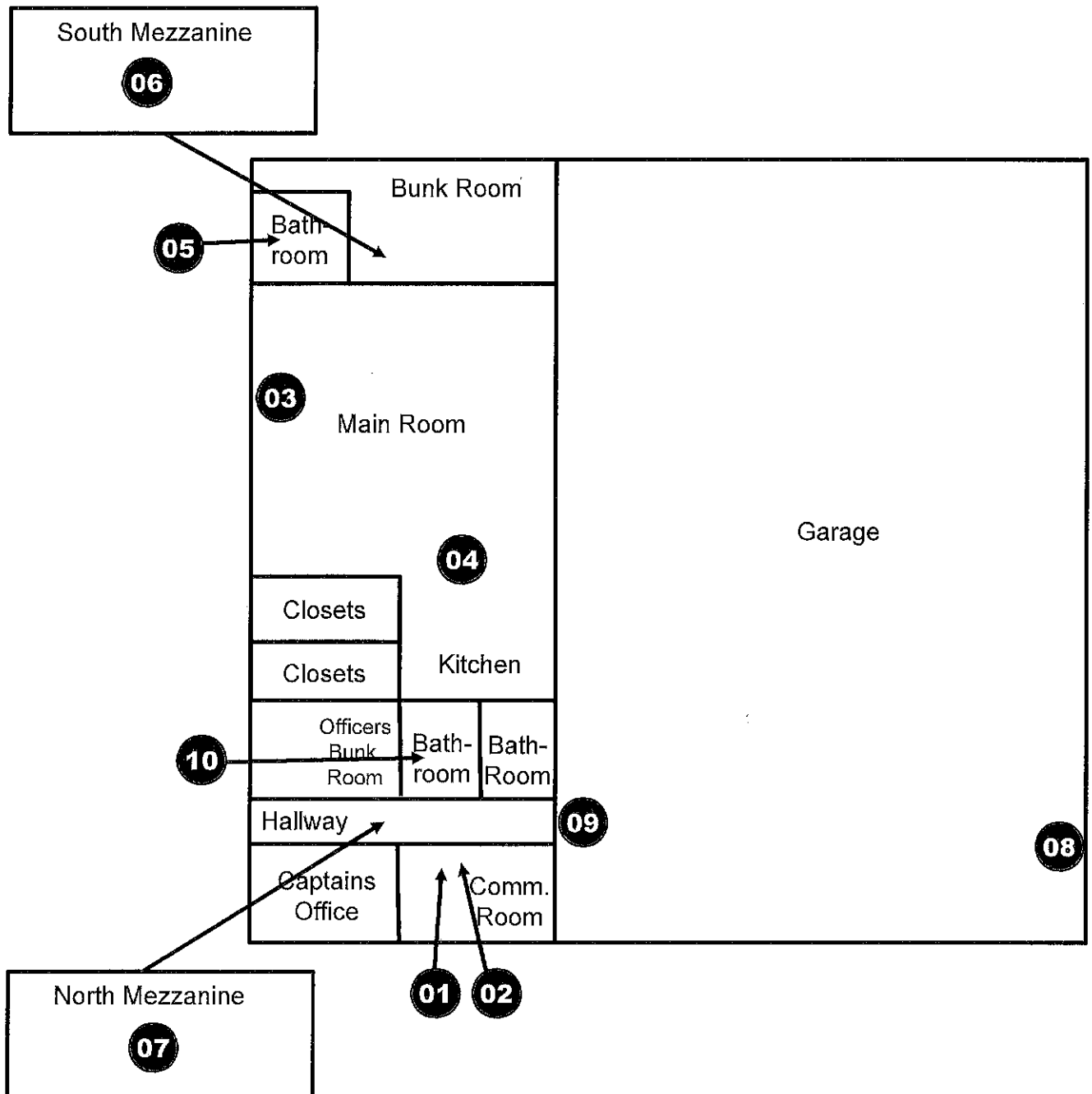
Intertek



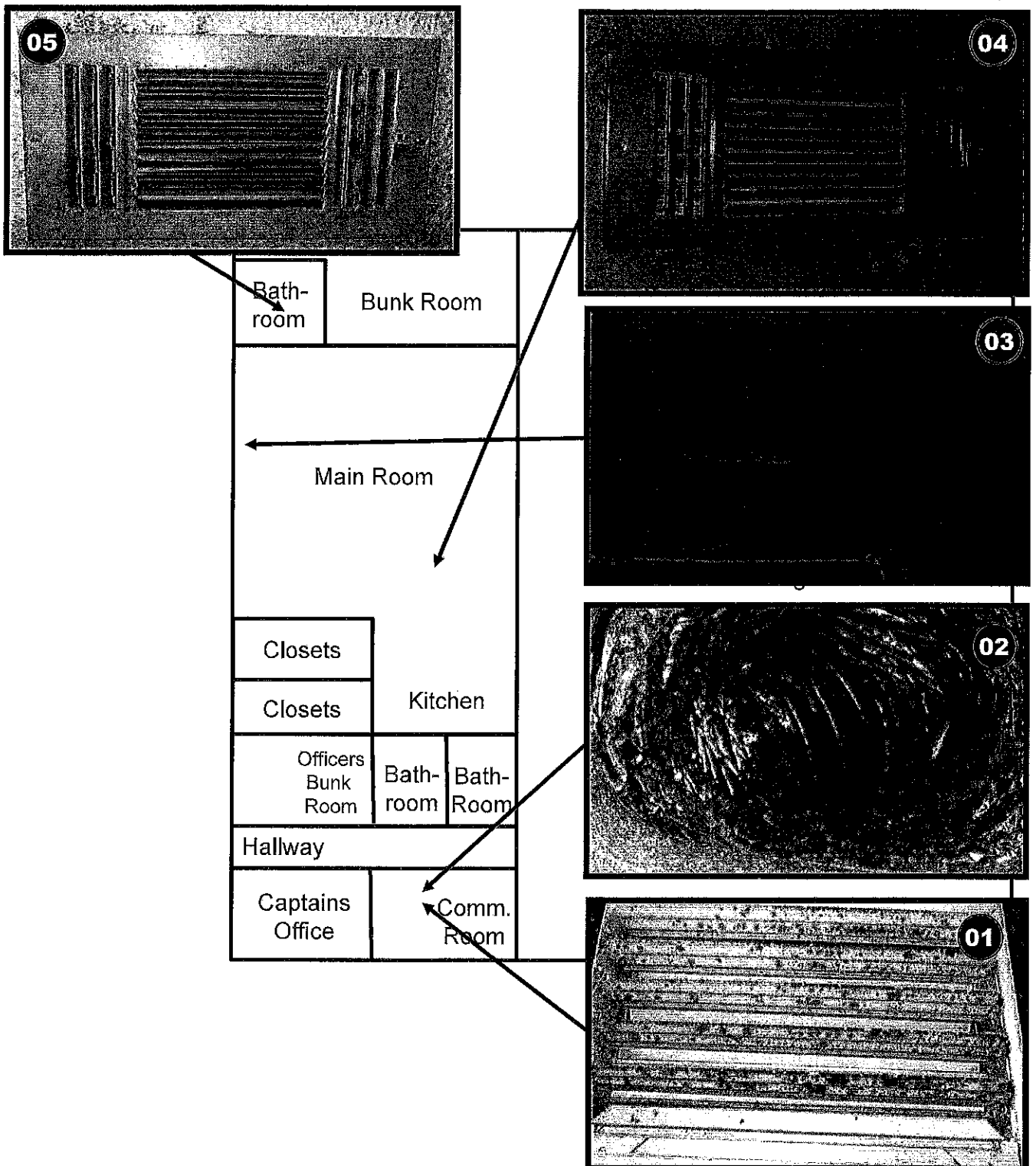
Building Better Together.

PSI Project No.: 06381011
Myrtle Grove Fire Station
7209 Lillian Highway
Pensacola, Florida 32506

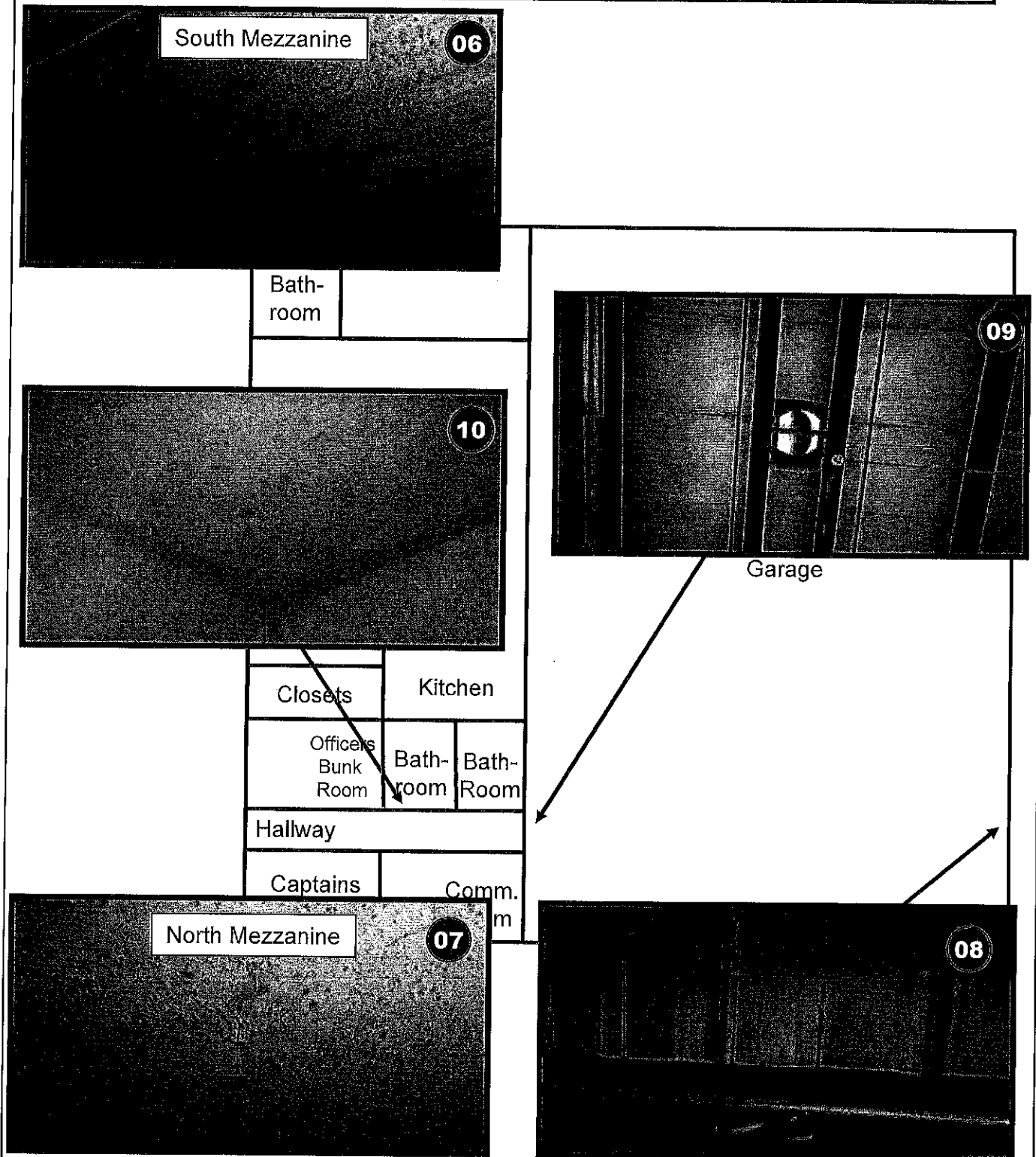
Tape Lift Sample Location Diagram



Tape Lift Samples (1 – 5) Photograph Diagram



Tape Lift Samples (6-10) Photograph Diagram



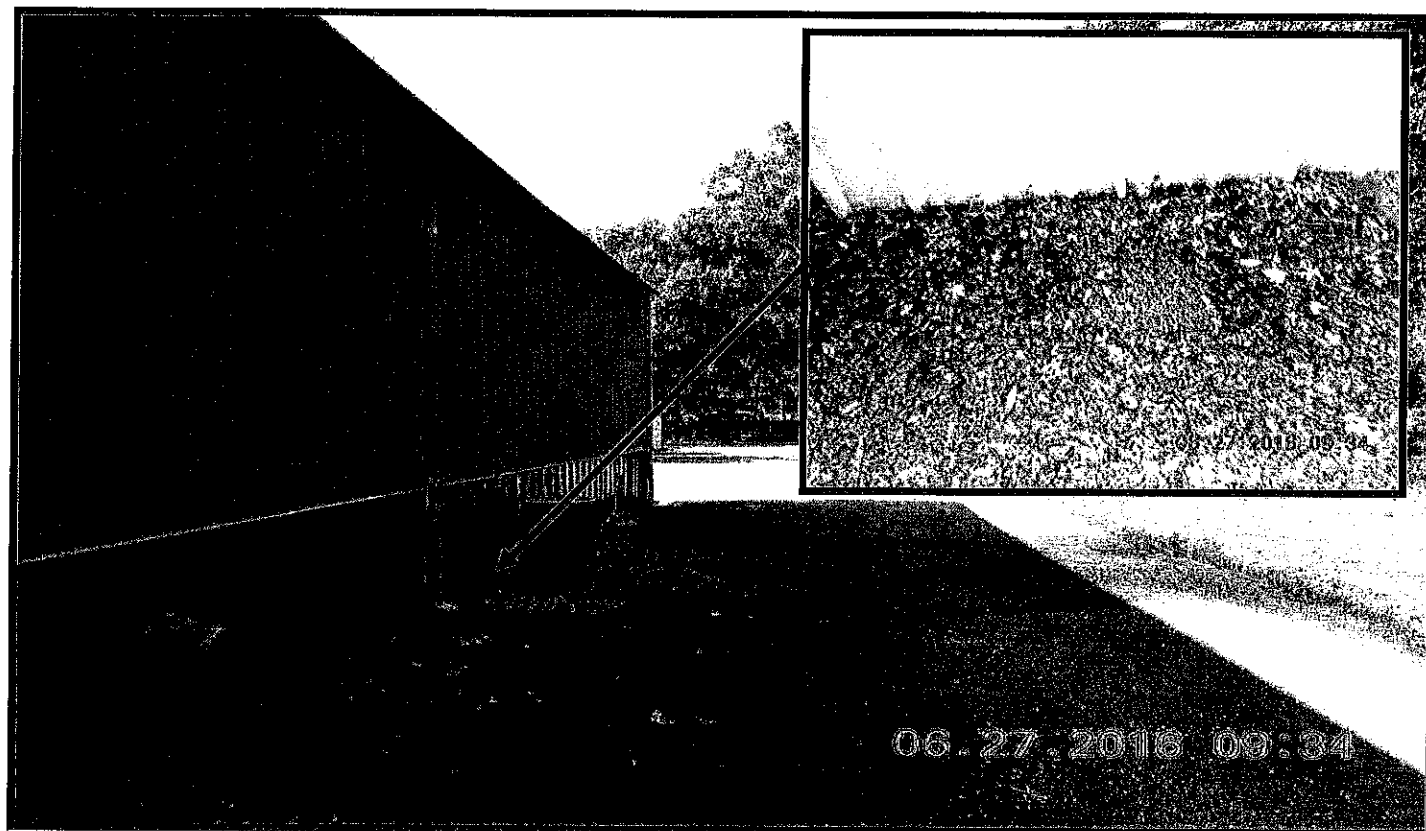


Photo No. 1: VIEW OF THE WEST EXTERIOR OF THE SUBJECT STRUCTURE. WATER ACCUMULATION AND MOSS GROWING NEXT TO THE BUILDING WAS OBSERVED.

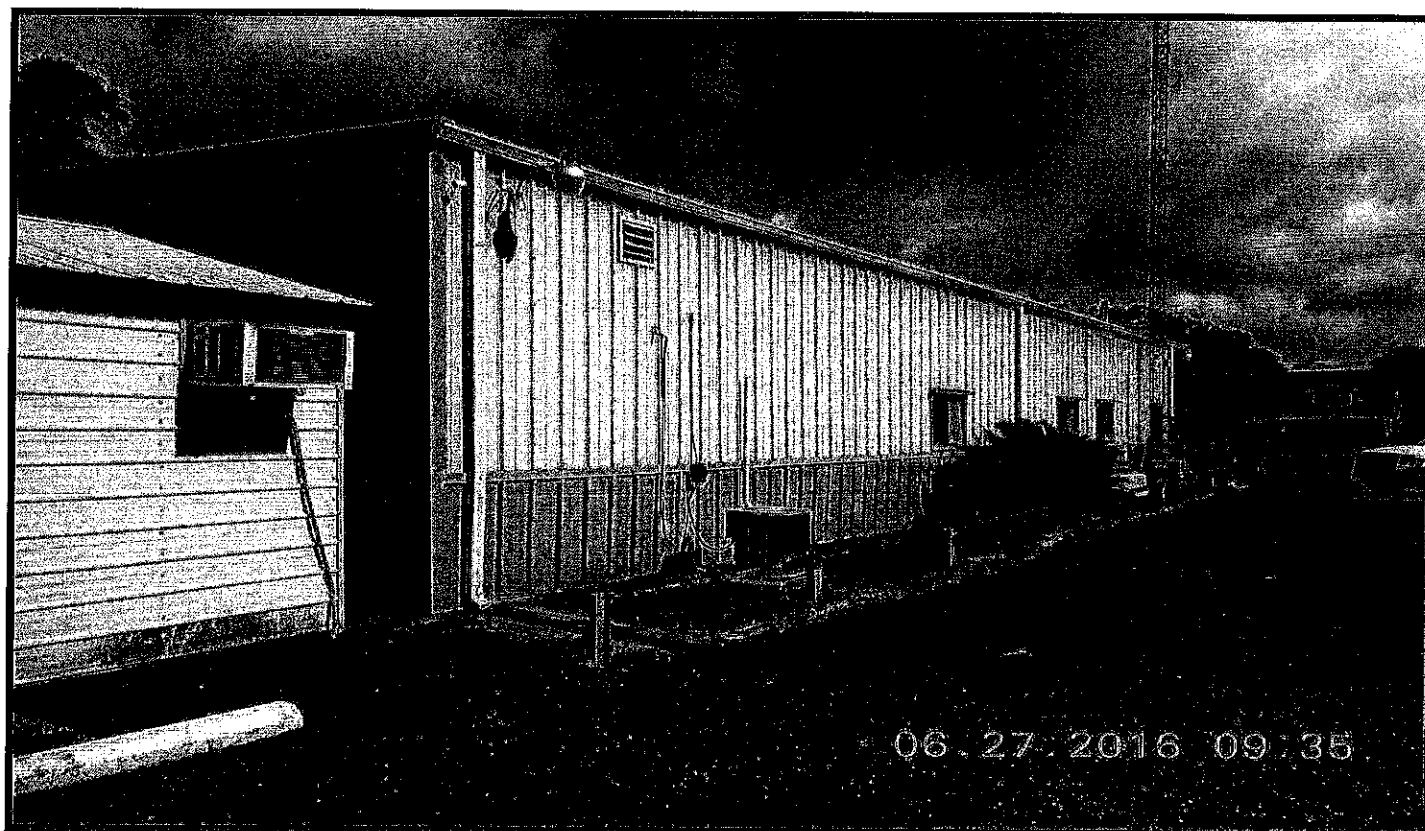


Photo No. 2: VIEW OF THE EAST SIDE OF THE SUBJECT STRUCTURE.



Photo No. 3: EXTERIOR VIEW OF THE AREA IN THE MAIN ROOM WHERE WATER INTRUSION AND VISIBLE MOLD GROWTH CAN BE SEEN.

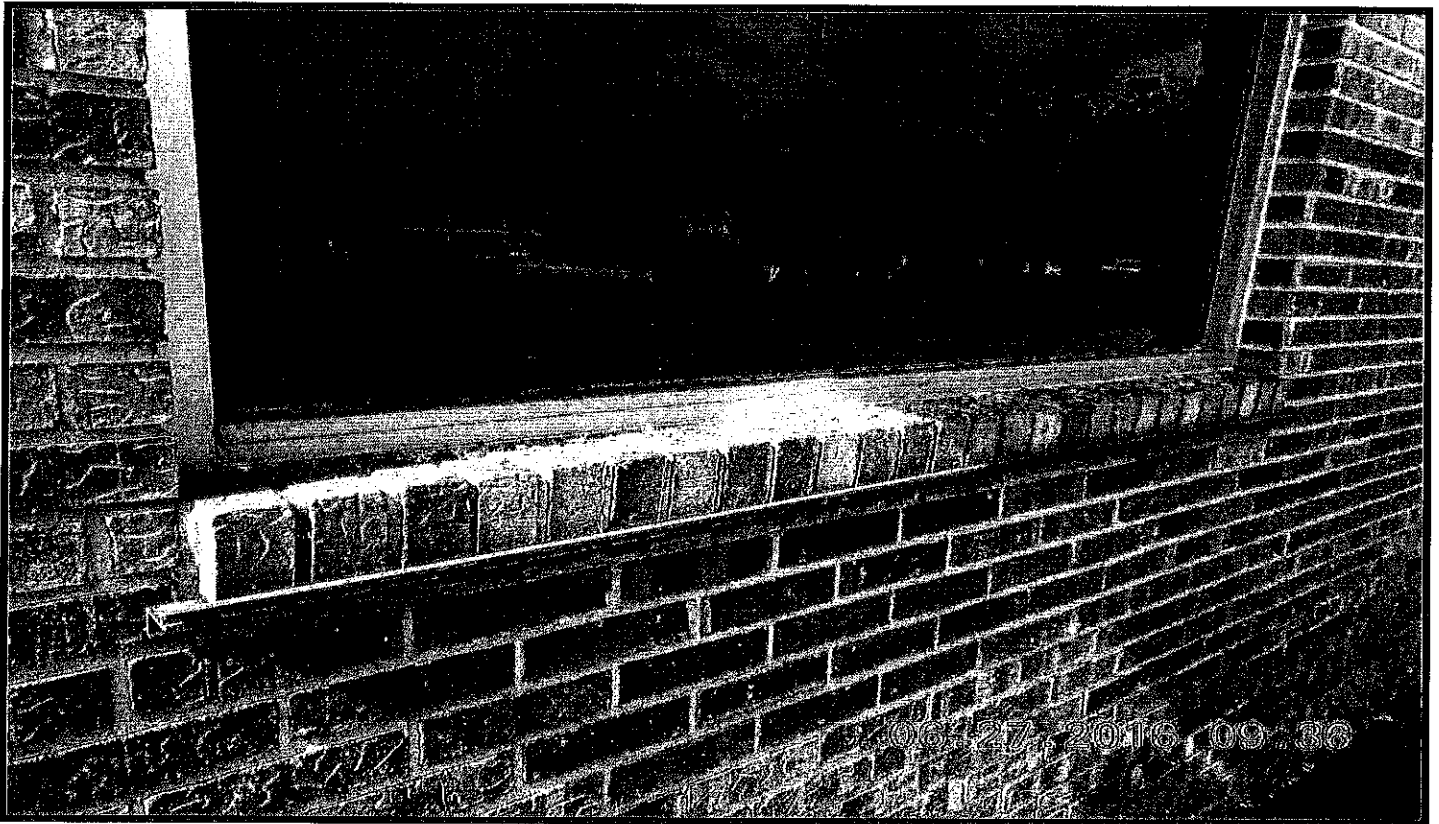


Photo No. 4: VIEW OF MOSS GROWING ON A NORTH EXTERIOR WINDOW SILL.



Photo No. 5: VIEW OF THE NORTH EXTERIOR WALL. SEVERAL PENETRATIONS THROUGH THE BRICK EXTERIOR WERE OBSERVED.

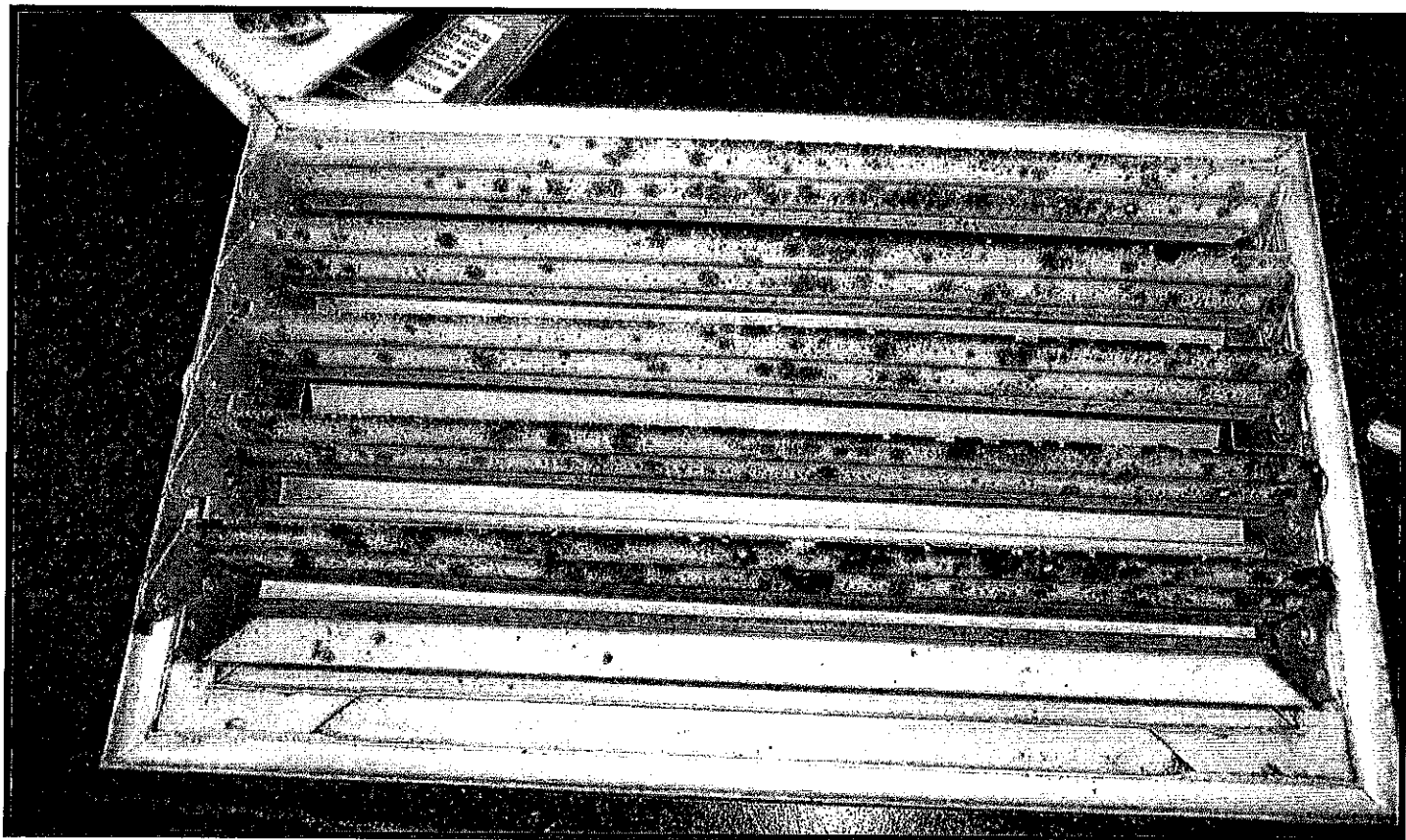


Photo No. 6: VIEW OF VISIBLE MOLD GROWTH ON THE BACKSIDE OF THE SUPPLY AIR DIFFUSER IN THE COMMUNICATIONS ROOM.

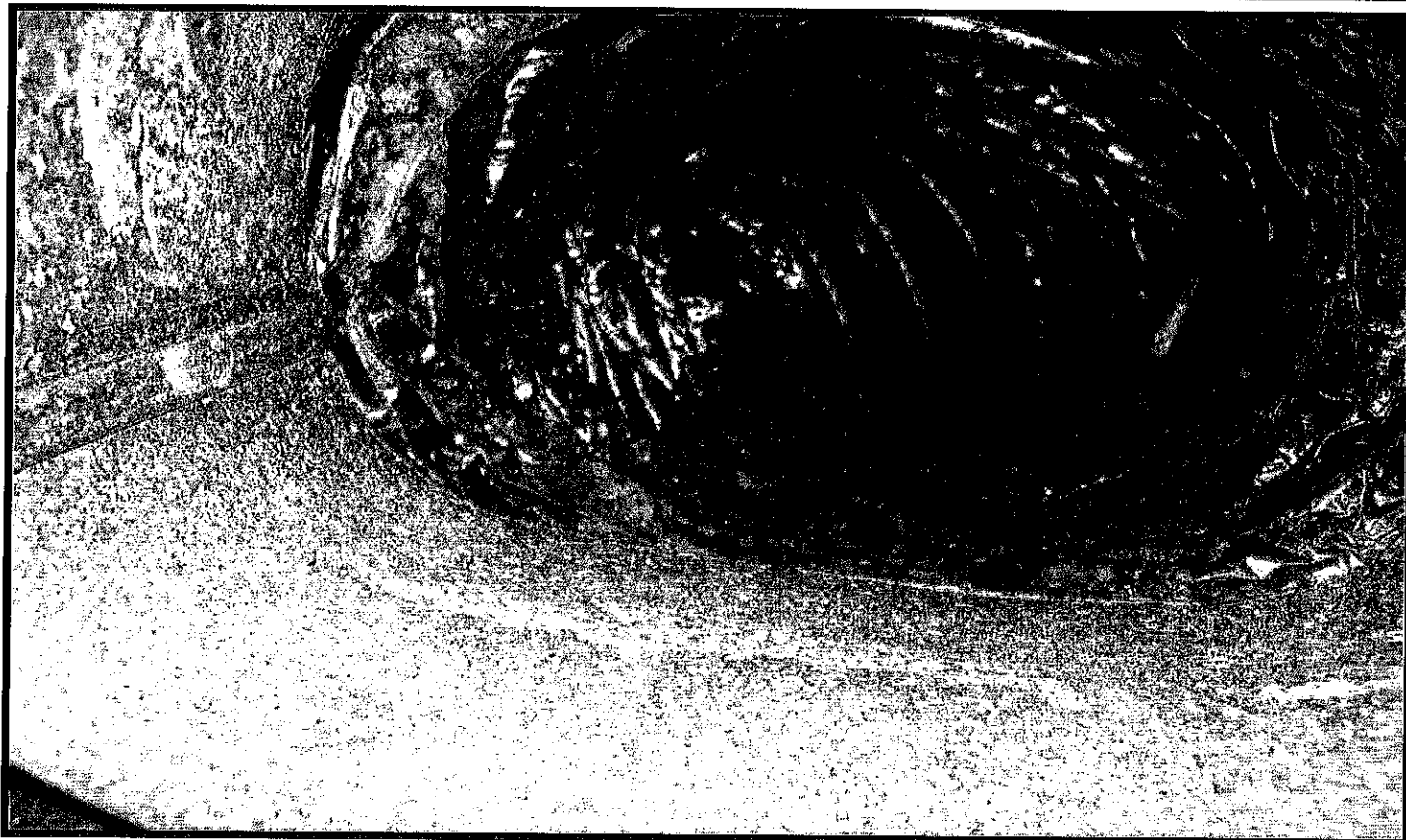


Photo No. 7: VIEW OF VISIBLE MOLD GROWTH IN THE INTERIOR OF THE HVAC FLEX-DUCT LOCATED IN THE COMMUNICATIONS ROOM.

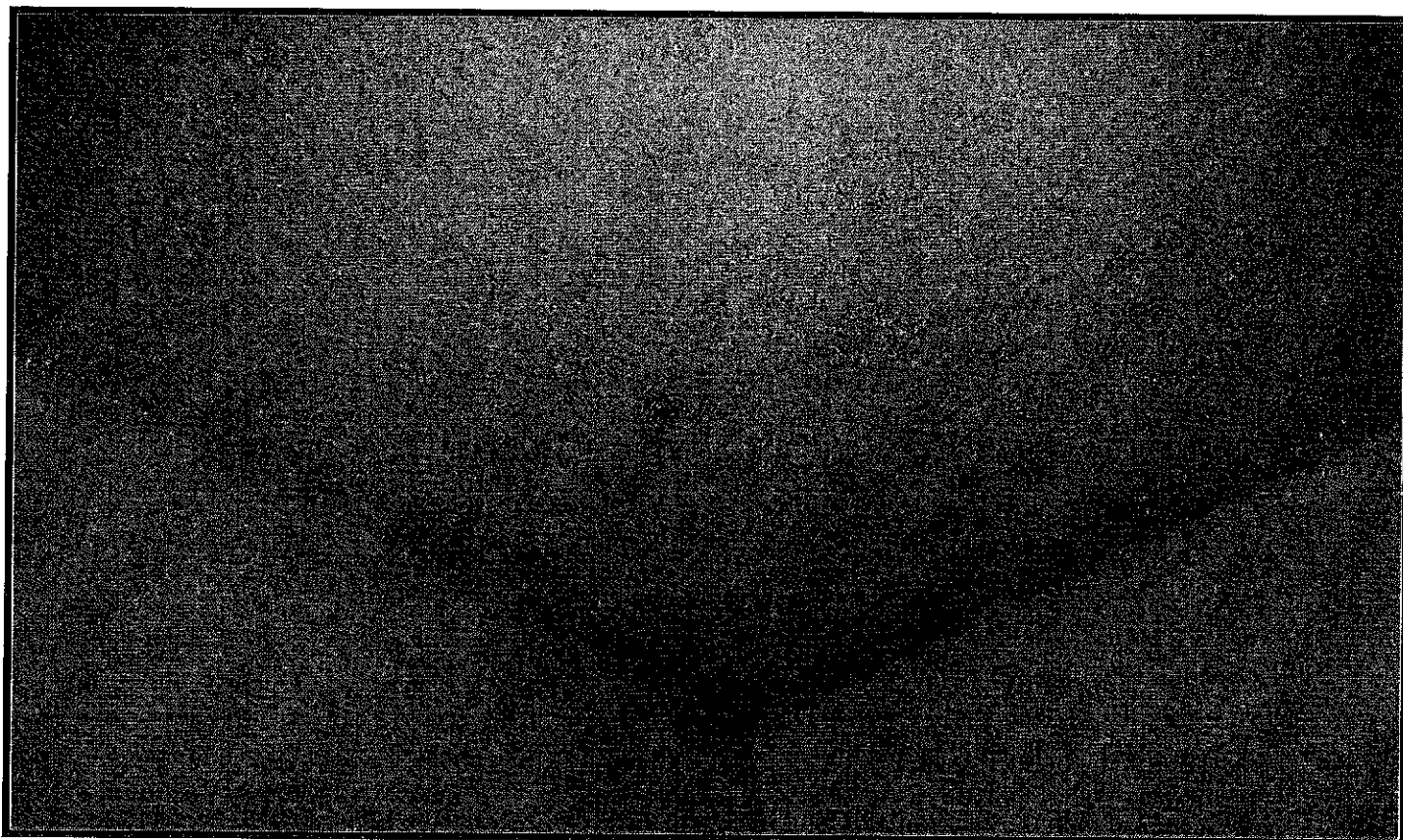


Photo No. 8: VIEW OF VISIBLE MOLD GROWTH ON THE CEILING OF THE OFFICE AREA RESTROOM WITH A SHOWER (MEN'S ROOM).



Photo No. 9: VIEW OF OFFICER'S BUNK ROOM LOCATED IN THE OFFICE AREA.

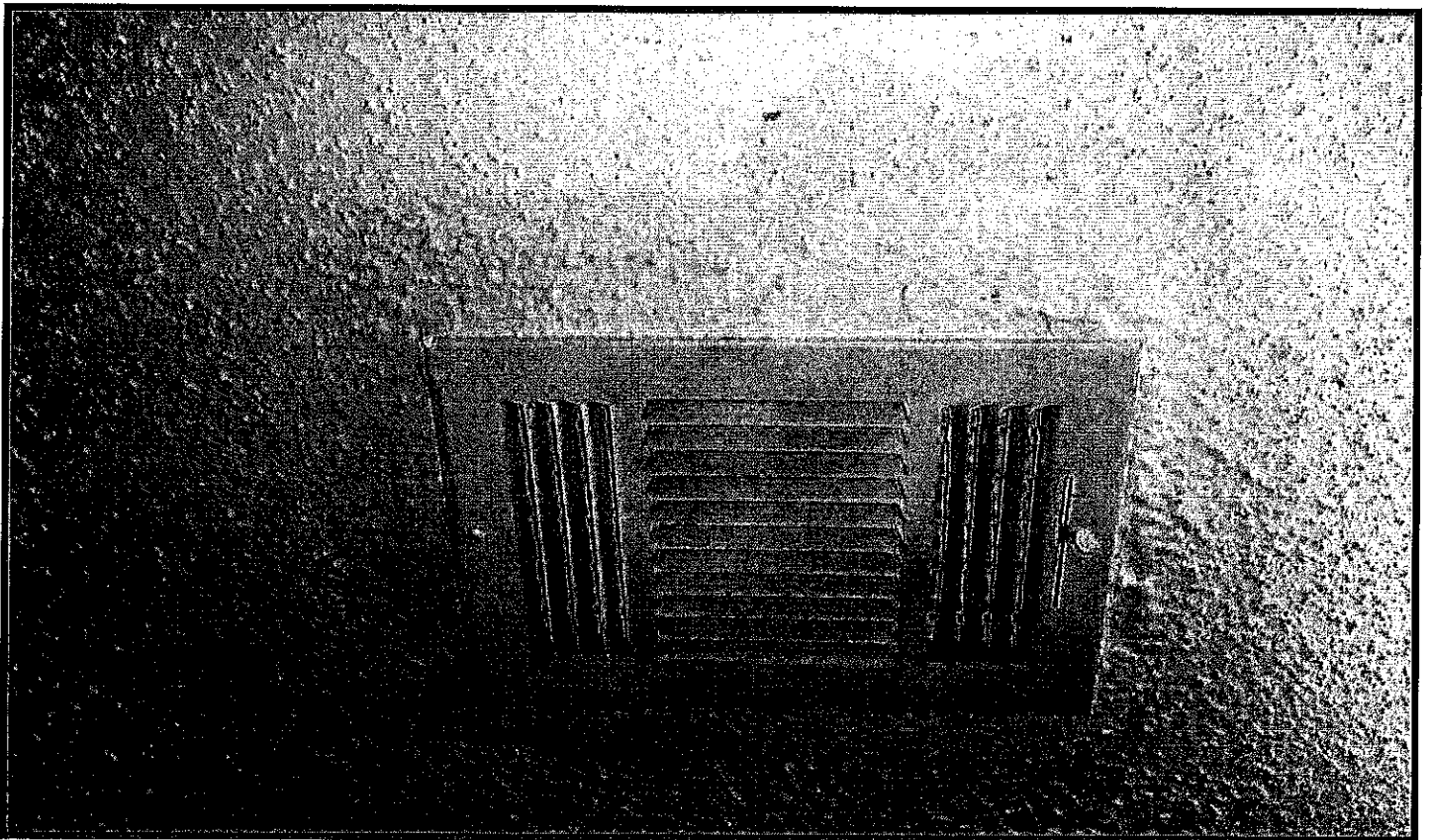


Photo No. 10: VIEW OF POSSIBLE WATER DAMAGE AROUND THE AIR SUPPLY DIFFUSER IN THE OFFICER'S BUNK ROOM LOCATED IN THE OFFICE AREA.

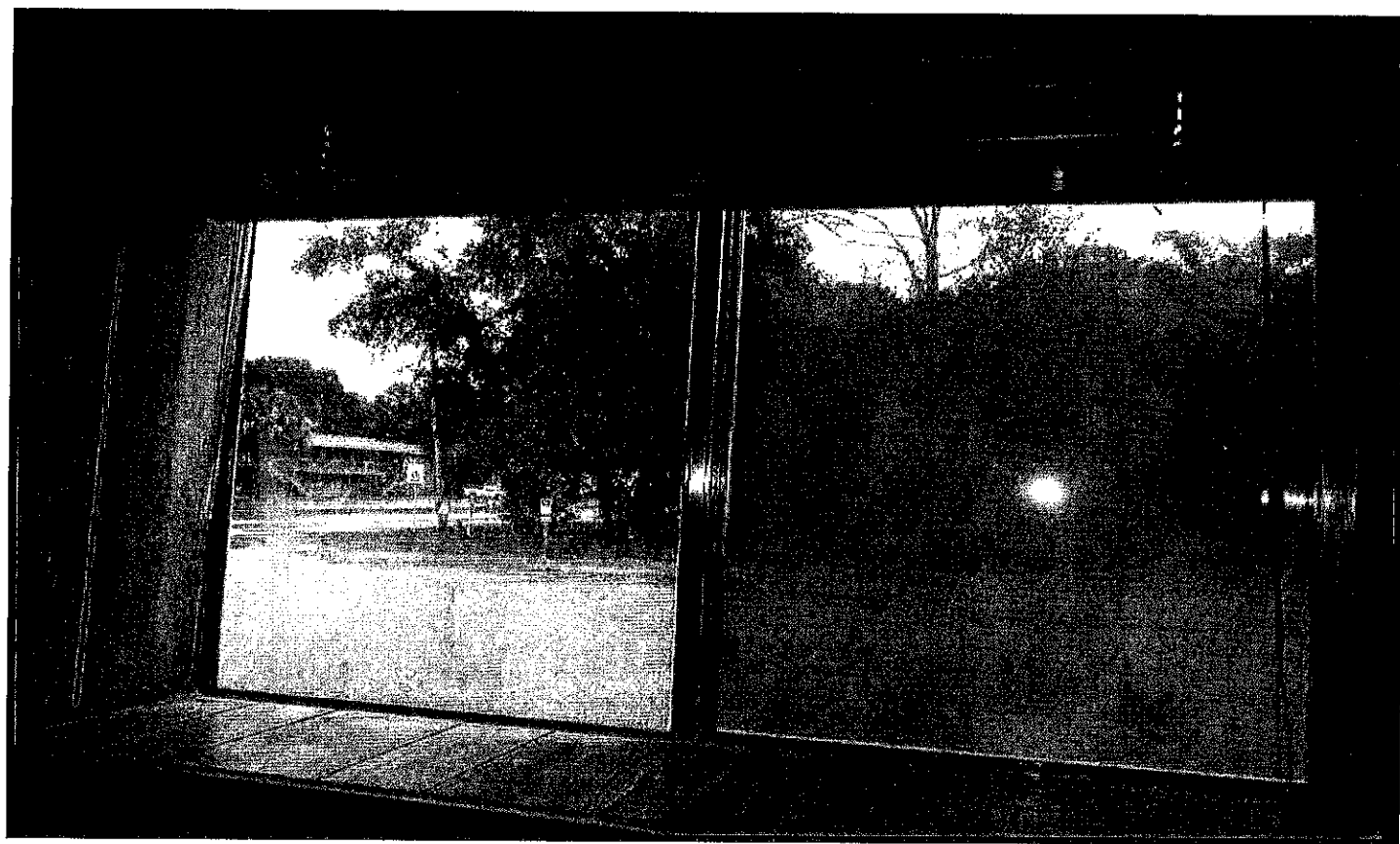
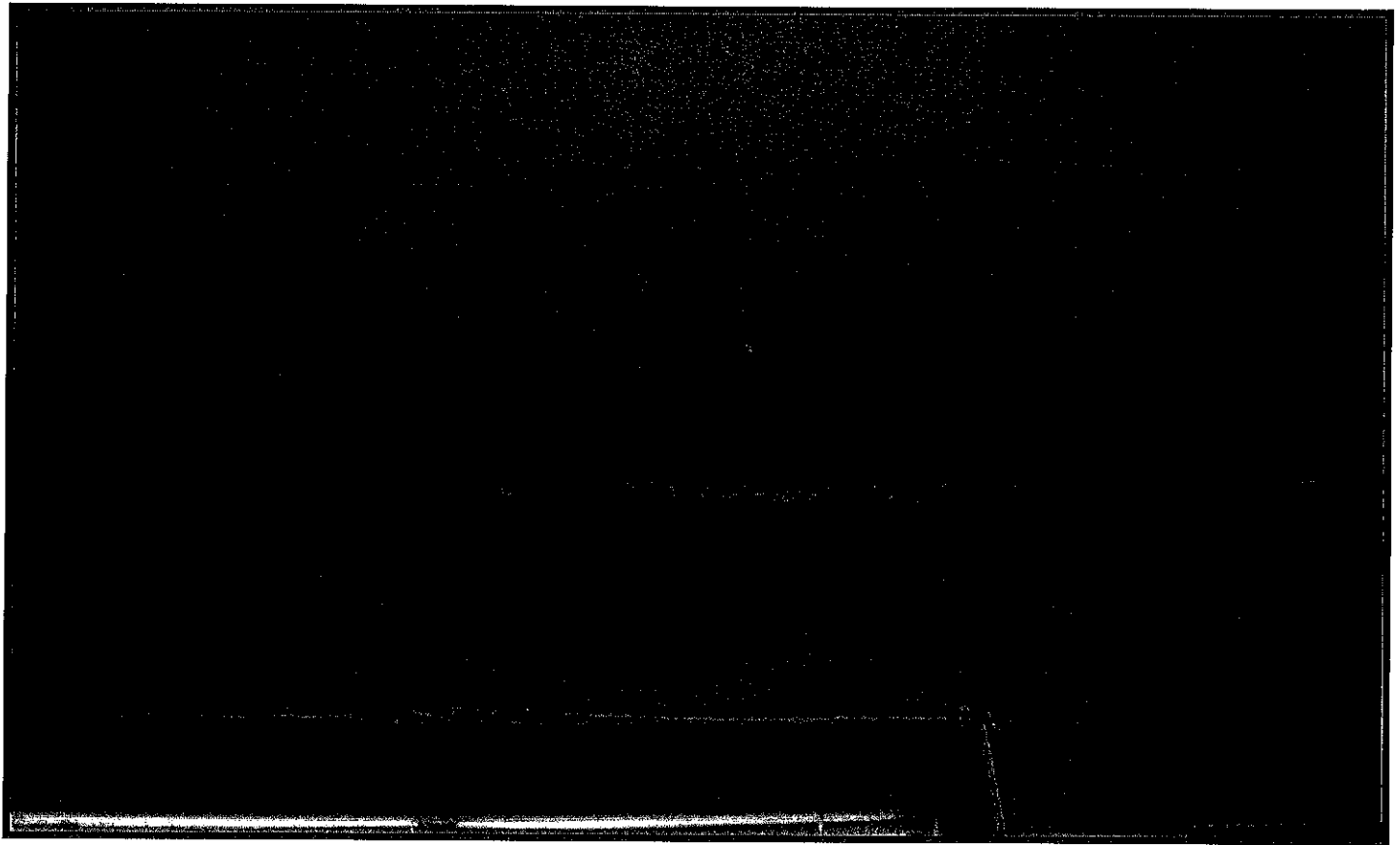


Photo No. 11: VIEW OF WINDOW IN THE OFFICER'S BUNK ROOM. POSSIBLE ALGAE GROWTH CAN BE SEEN ON THE EXTERIOR OF THE WINDOW.



Photo No. 12: VIEW OF WATER DAMAGE OF WINDOW AREA IN THE OFFICER'S BUNK ROOM.



**Photo No. 13: VIEW OF WATER DAMAGE AND MOLD GROWTH ON THE
CEILING AND EAST WALL OF THE MAIN ROOM.**

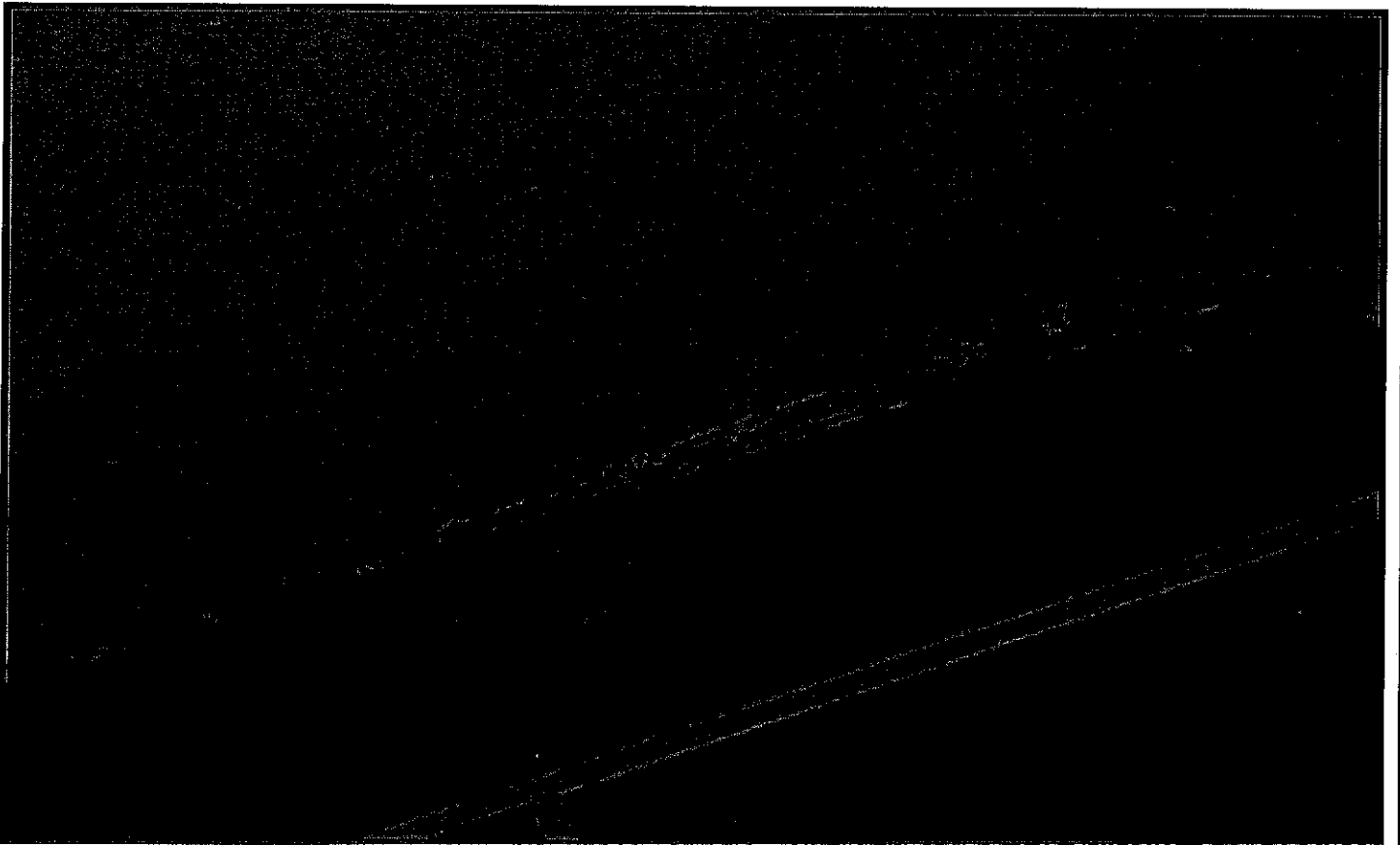


Photo No. 14: VIEW OF MOLD GROWTH ON THE EAST WALL IN THE CLOSET IN THE MAIN ROOM.

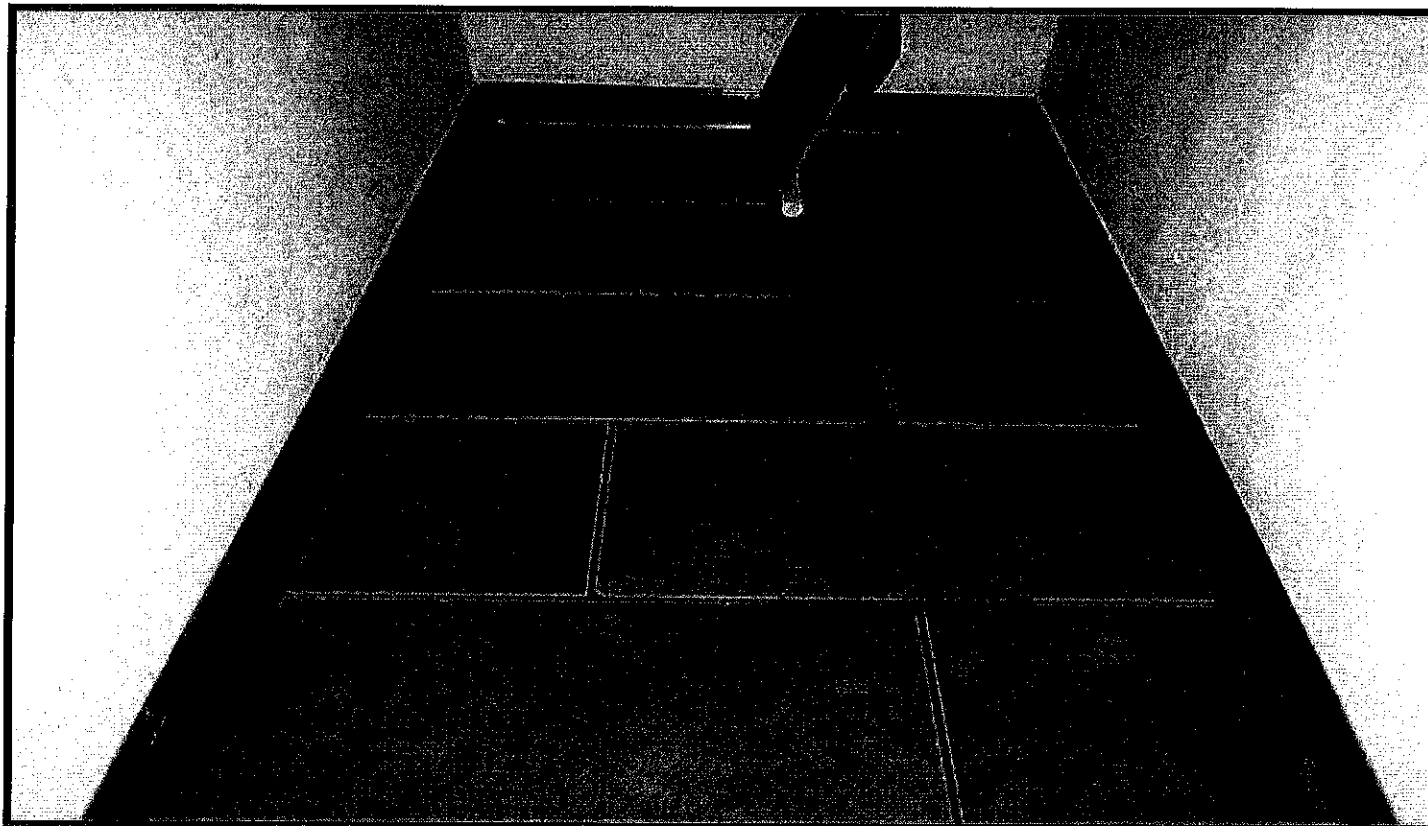


Photo No. 15: VIEW OF THE SOUTHEAST CORNER OF THE BUNK ROOM. IT APPEARS THAT A PETROLEUM BASED PRODUCT LEAKED FROM THE SOUTH MEZZANINE DOWN INTO THIS AREA. THE PRODUCT COULD BE OBSERVED ON THE FLOOR, WALLS, AND CEILING.

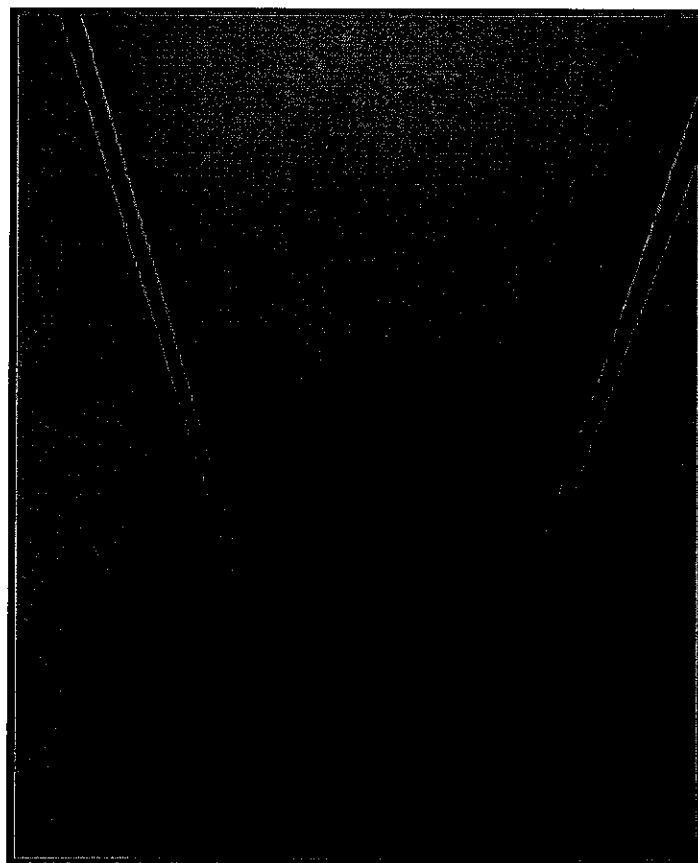
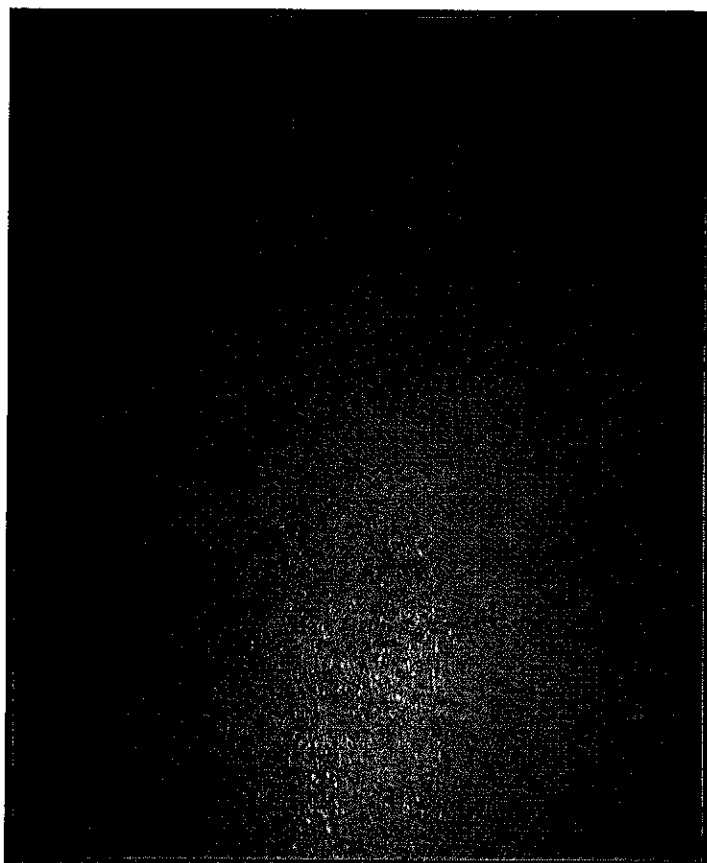


Photo No. 16: ALERNATE VIEW OF THE SOUTHEAST CORNER OF THE BUNK ROOM.

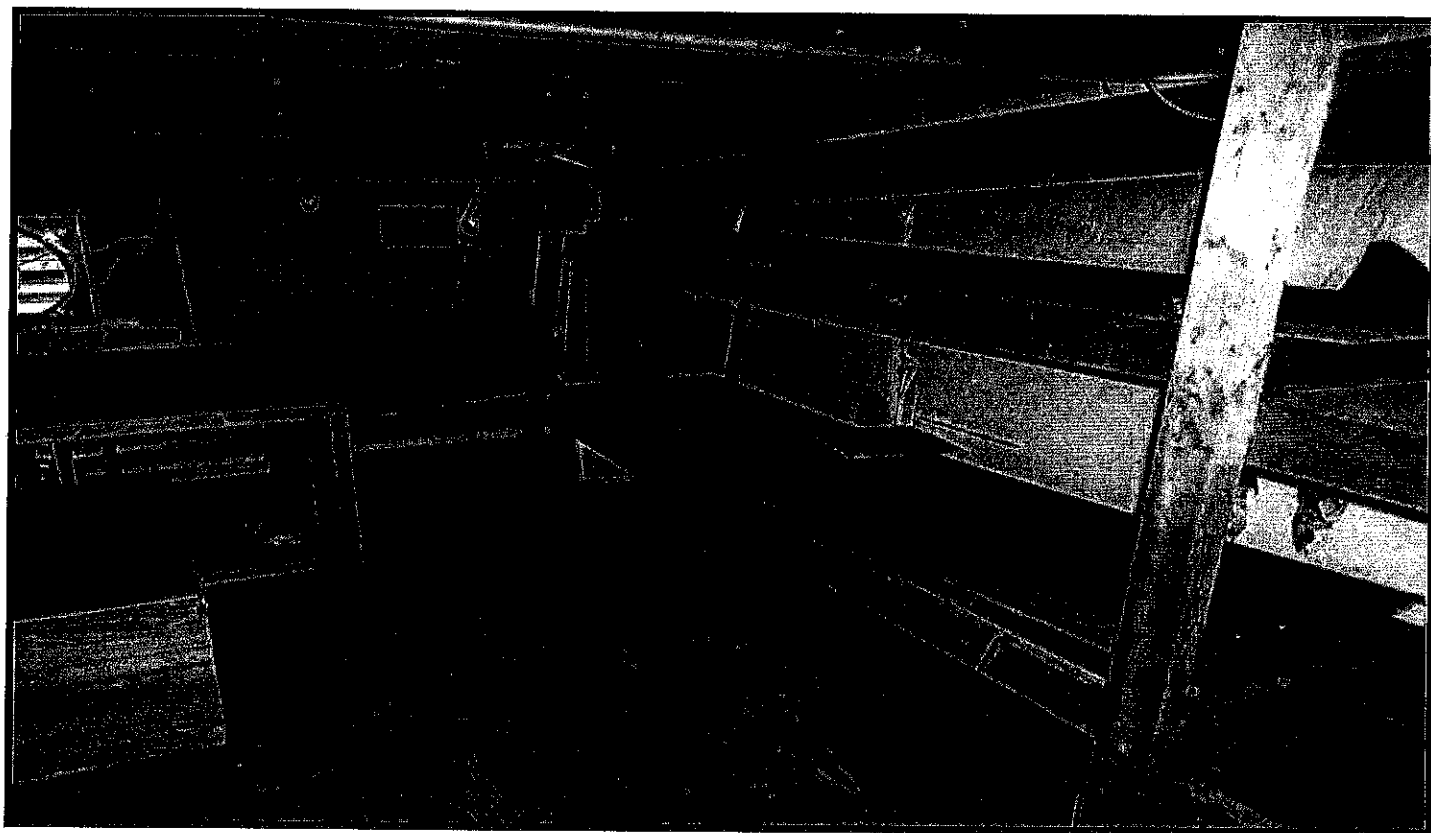


Photo No. 17: VIEW OF THE SOUTH MEZZANINE. THE RESIDUE OF THE PETROLEUM PRODUCT THAT LEAKED DOWN INTO THE BUNK ROOM CAN BE SEEN ON THE SHELF AND FLOOR.



Photo No. 18: VIEW OF RUST ON A HORIZONTAL SUPPORT MEMBER LOCATED ON THE EAST WALL IN THE SOUTH MEZZANINE.



Photo No. 19: VIEW OF THE VISIBLE MOLD AND WATER DAMAGE IN THE SOUTH MEZZANINE.

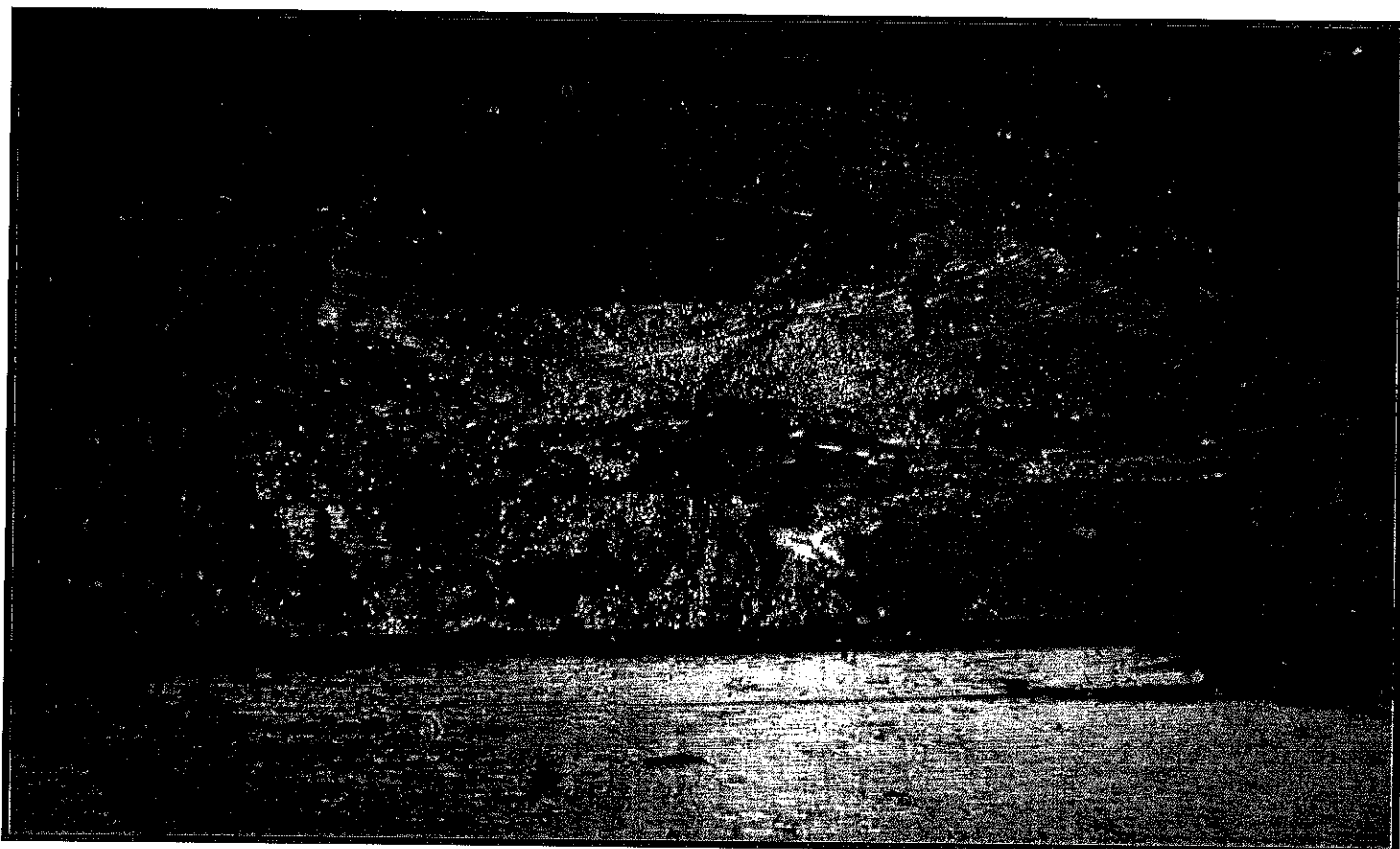


Photo No. 20: VIEW OF CONDENSATION BUILD-UP ON TOP OF THE HVAC UNIT IN THE SOUTH MEZZANINE.

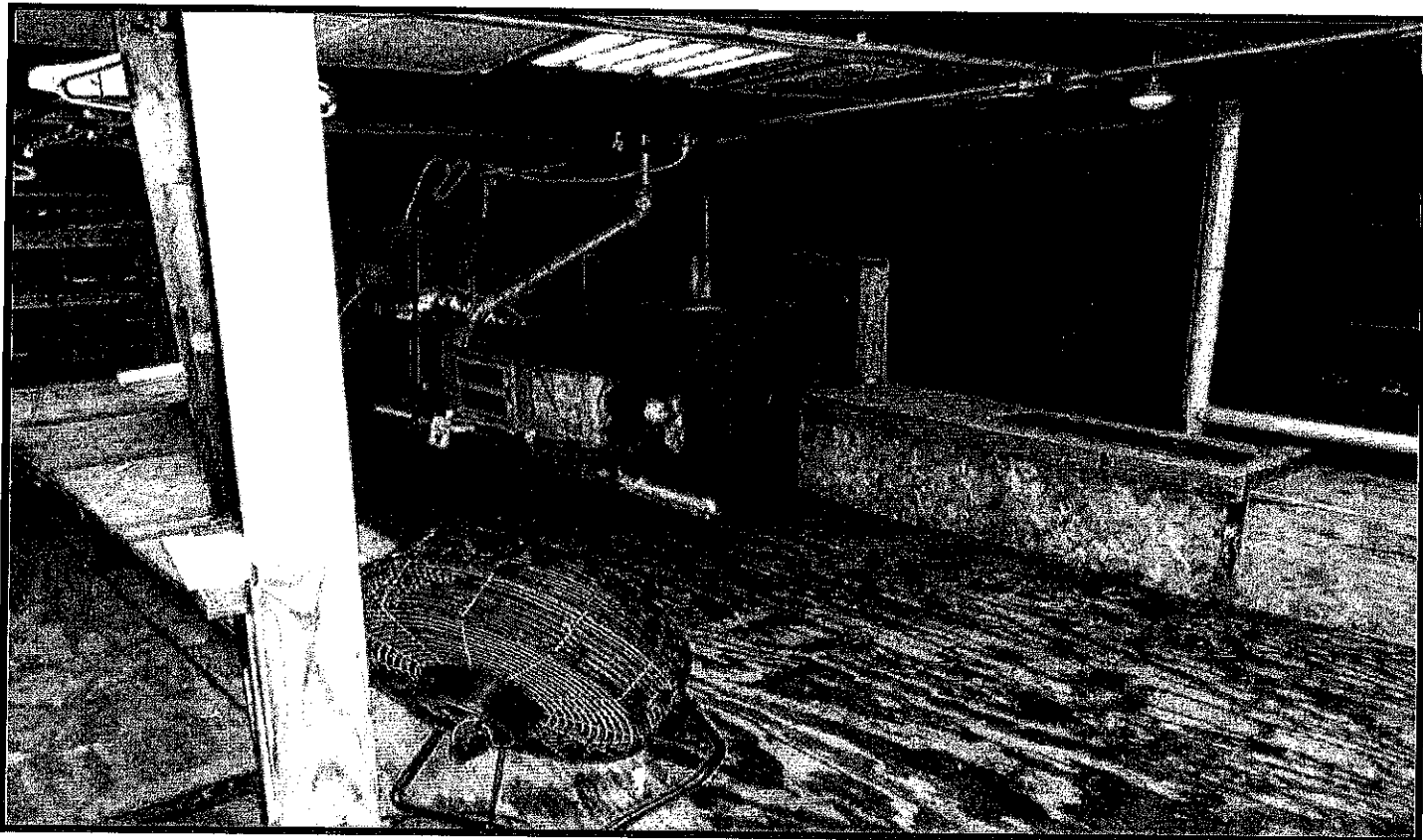


Photo No. 21: VIEW OF THE NORTH MEZZANINE.

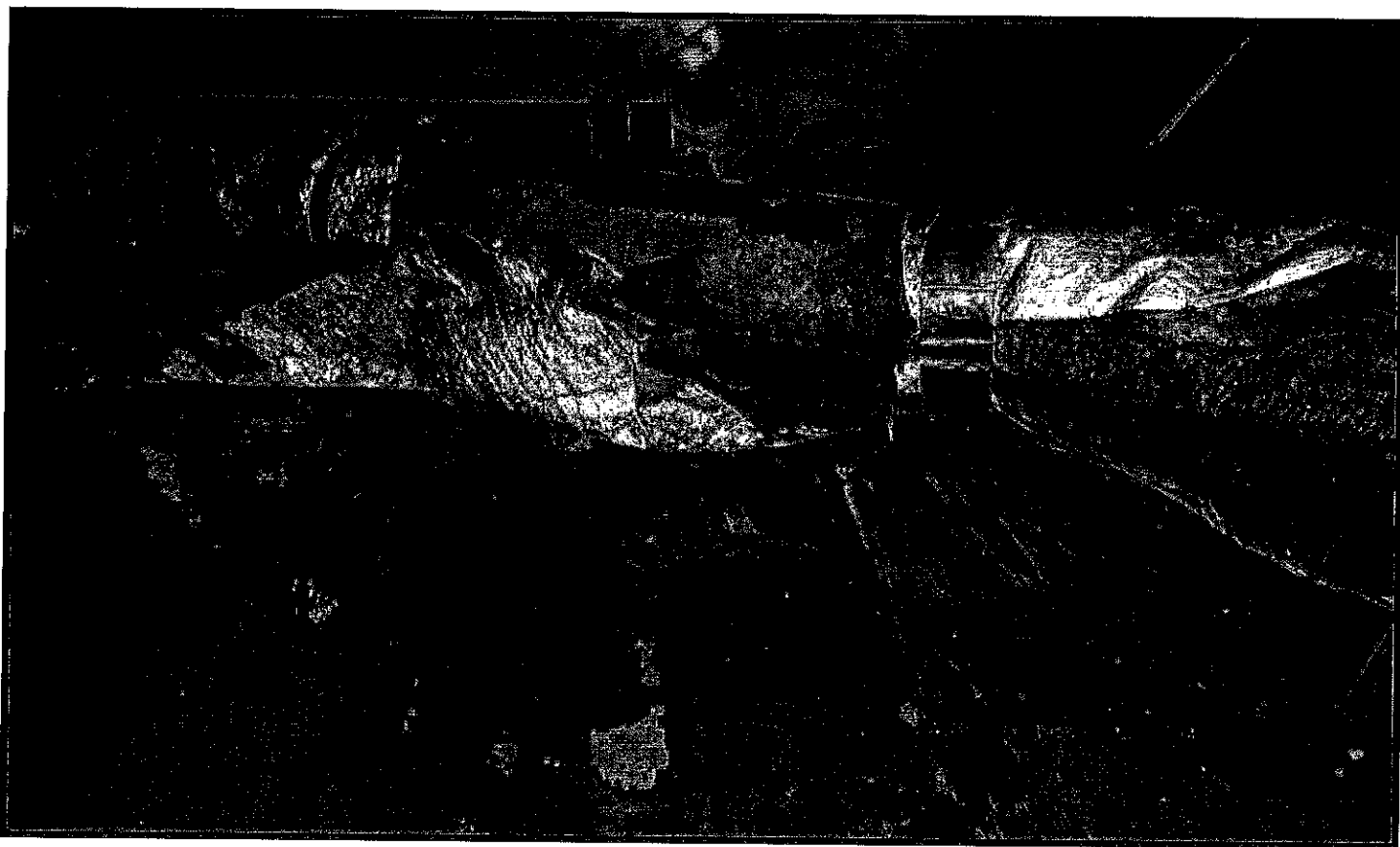


Photo No. 22: VIEW OF WATER DAMAGE IN THE NORTH MEZZANINE.

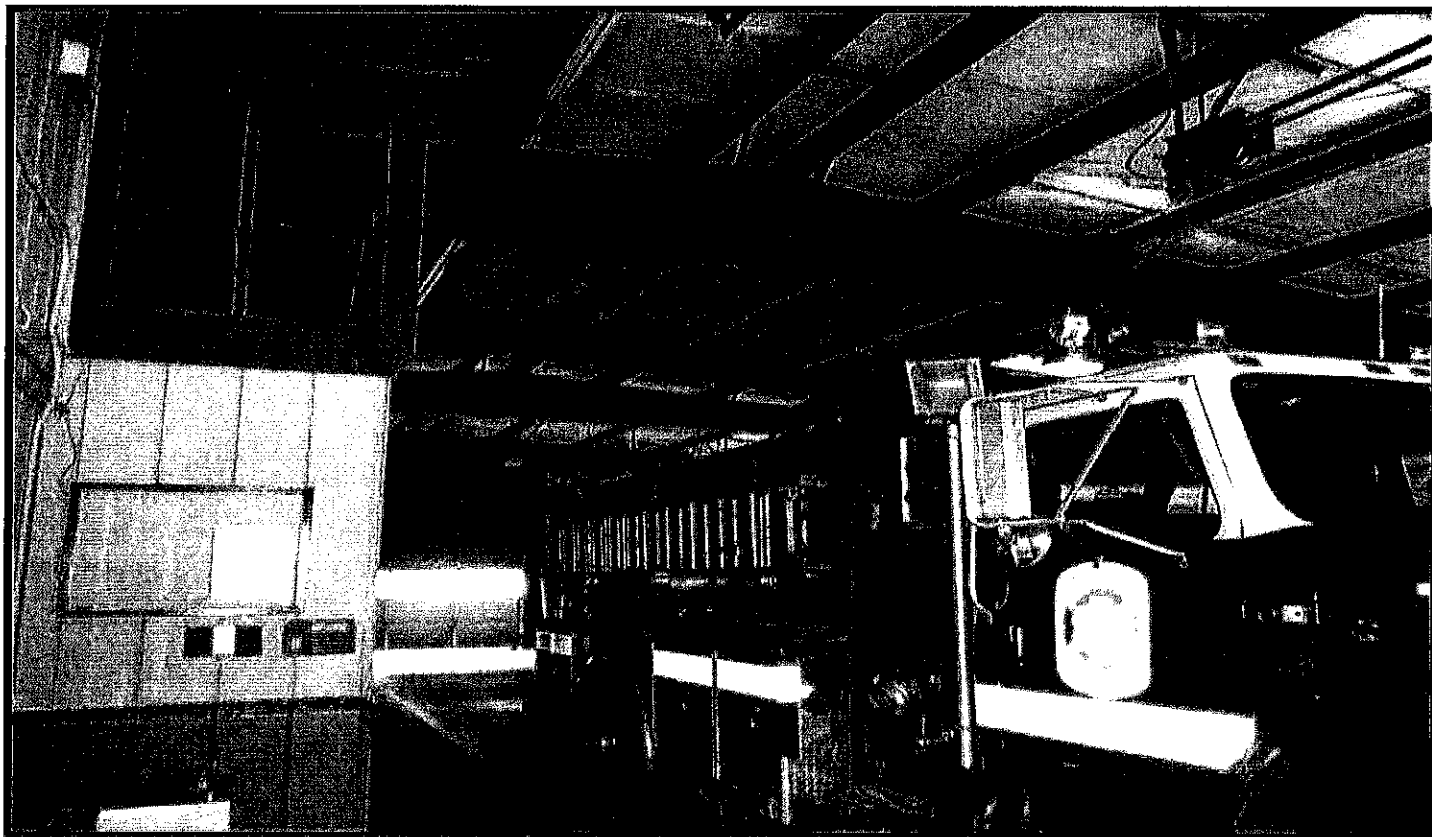


Photo No. 23: VIEW OF THE GARAGE AREA.

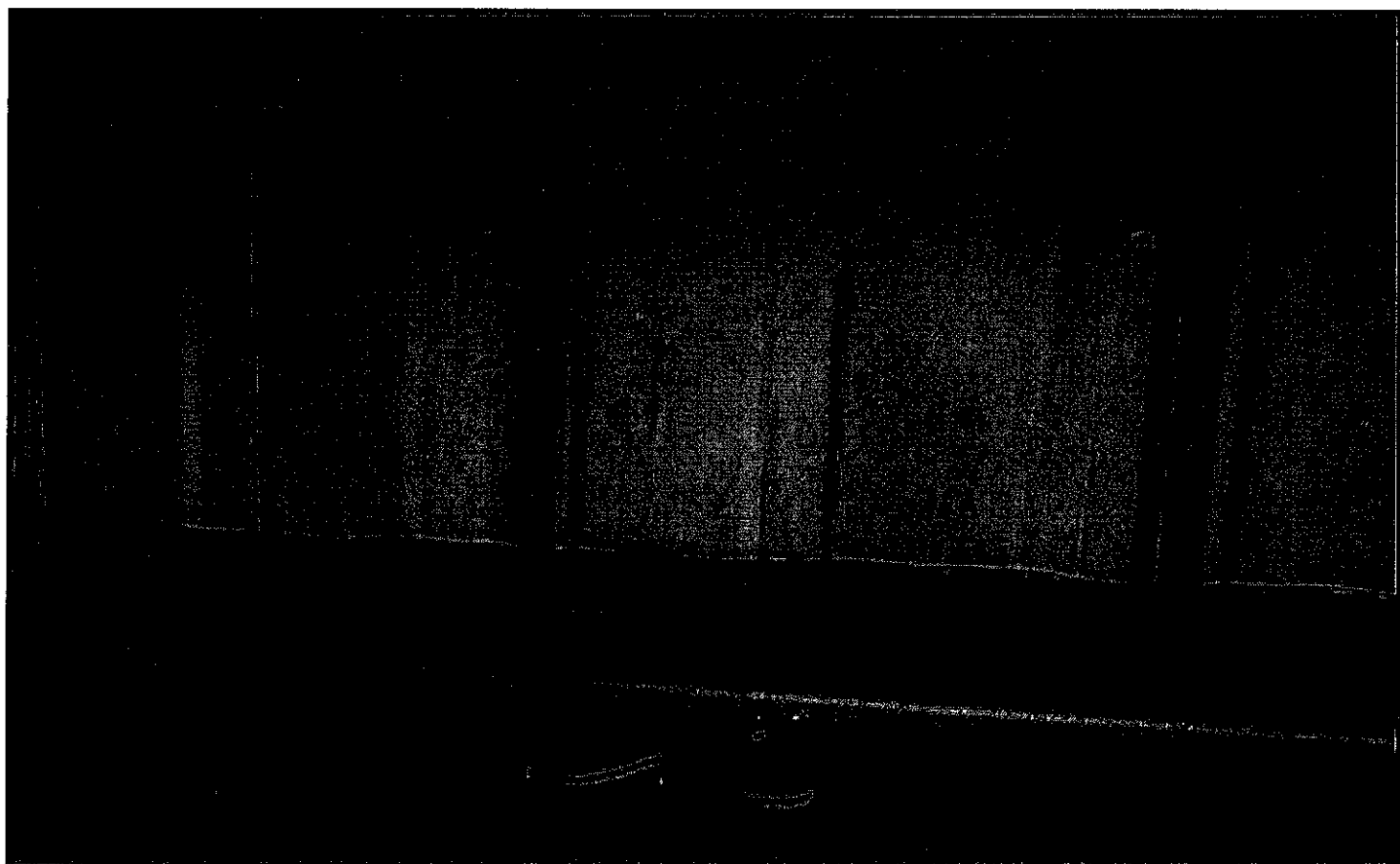


Photo No. 24: VIEW OF VISIBLE MOLD GROWTH ON THE WALLS OF THE GARAGE.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11746

County Administrator's Report 15. 3.

BCC Regular Meeting

Discussion

Meeting Date: 02/16/2017

Issue: Appointment to the West Florida Public Library Board of Governance

From: John Shelton, Director's Aide

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board appoint one of the following applicants to the West Florida Public Library Board of Governance to fill the position of Dr. Rodney P. Guttman, Ph.D., whose appointment expires 02/28/2017:

A. Colin Glenn Duncan; or

B. Dr. Carol B. Tanksley.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from January 6, 2017, to January 20, 2017, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance (WFPLBG). The resumes of two individuals who are interested in serving on the WFPLBG were received.

BACKGROUND:

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from January 6, 2017, to January 20, 2017, to seek volunteers to be considered for an appointment to the West Florida Public Libraries Board of Governance (WFPLBG). The Resumes of Colin G. Duncan and Dr. Carol B. Tanksley who are interested in serving on the WFPLBG were received. Resumes of the two candidates are 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 1, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BoG General ALert

Duncan Resume

Tanksley Resume

From: Community & Media Relations
Sent: Friday, January 06, 2017 10:26 AM
To: Judy H. Witterstaeter
Subject: Volunteer Wanted for West Florida Public Library Board of Governance

[News Center](#)

[Click HERE to View in Browser](#)

Volunteer Wanted for West Florida Public Library Board of Governance

The Escambia County Board of County Commissioners is seeking county residents interested in volunteering to be considered for an appointment to the West Florida Public Library Board of Governance.

The duties of the board include establishing policy and overseeing the management of Escambia County library services and making recommendations to the BCC regarding the annual budget according to the purposes and authority set forth in resolutions, interlocal agreements and other agreements, as well as state and federal laws. These duties also include establishing an annual plan of service and the long-range strategic planning of library services.

West Florida Public Libraries provides service to all of Escambia County, with the board typically meeting on the fourth Monday of the month from 4-6:30 p.m.

Residents interested in serving on the board are asked to submit a resume and letter indicating their desire to serve by close of business on Friday, Jan. 20. Resumes should be submitted to Todd J. Humble, Director, West Florida Public Libraries, 239 N. Spring St., Pensacola, FL, 32502 or by email to tjhumble@mywfpl.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.

You are receiving this email because you opted in to receive alerts for MyEscambia.com.

[Click here to unsubscribe from email alerts.](#)

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.



Community and Media Relations

Phone: (850) 595-3476

Email: cmr@myescambia.com

January 19, 2017

Todd J. Humble
Director
West Florida Public Libraries
239 N. Spring Street
Pensacola, FL 32502

Mr. Humble,

I am writing this letter to express my interest in being considered for an appointment to the West Florida Public Library Board of Governance. Although I have never before served on a governing board, I have over seven years of management experience with my current employer. I would view such an appointment as an opportunity to learn and to continue to contribute to the community.

I am familiar with the Vision, Mission, Values, and Goals of the West Florida Public Library System. Additionally, I have reviewed the West Florida Public Library Board of Governance Bylaws as well as the Strategic Plan for the West Florida Public Library System 2013-18.

I have attached my résumé to this letter. Thank you for your attention.

Sincerely,

Colin Duncan

COLIN GLENN DUNCAN

8856 Ridgebrook Court
Pensacola, Florida 32534
cduncan97@hotmail.com

EDUCATION

THE UNIVERSITY OF WEST FLORIDA, Pensacola, FL 32514
Master of Arts in Psychology
Graduated: N/A

THE UNIVERSITY OF WEST FLORIDA, Pensacola, FL 32514
Bachelor of Arts in Psychology
Graduated: August 2003

PENSACOLA JUNIOR COLLEGE, Pensacola, FL 32504
Associate of Arts in General Studies
Graduated: August 2001

EMPLOYMENT EXPERIENCE

CHILDREN'S HOME SOCIETY OF FLORIDA, Pensacola, FL 32501
Program Supervisor (September 2009 - present)

Duties:

- Supervise program staff including regular individual and group staff meetings and case consultation; participate in treatment team meetings; ensure client to staff ratio; provide in-service training and identify unmet training needs; conduct performance evaluations.
- Approve admission of clients to program; assign cases to program staff; delegate work assignments and oversee service delivery.
- Provide support with in-crisis or problem cases; provide on-going assistance to program staff in coordinating services for clients.
- Review and monitor case files for both internal and external quality assurance standards.
- Ensure services provided comply with contractual requirements; ensure service delivery is performed according to the organization's mission, policies and procedures, and service philosophy; participate in the quality improvement process.
- Act as a liaison to community agencies such as The Department of Children and Families, The Department of Juvenile Justice, etc. and attend closure or conference staff meetings.
- Ensure all documentation and reports are appropriately completed by program staff in a professional and timely manner.
- Provide direct case work and services in the absence of program staff.
- Ensure services are provided as part of the program's daily functioning and maintain appropriate documentation of all services.
- Support and enhance ability of program staff to perform duties by teaching and modeling technical knowledge and skills, work management and communication skills, and conflict management skills.

CHILDREN'S HOME SOCIETY OF FLORIDA, Pensacola, FL 32501
Counselor II (March 2007 - September 2009)

Duties:

- Provide services to clients through individual, group, and family counseling.
- Facilitate psycho-educational groups and educational classes such as parenting skills, independent living skills, anger management, behavior management, etc.
- Develop and maintain program documentation according to contract and CHS standards (assessments, treatment plans, progress notes, termination summaries, etc.); participate in the quality improvement process.
- Provide case management services (information, plan referral, and linkages) as needed.
- Coordinate services with other professionals and paraprofessionals; conduct community outreach as needed.
- Arrange for transportation of clients to appointments, community agencies, etc. as needed.
- Develop and oversee the behavioral program associated with the client service plan; participate in treatment team meetings.
- Train direct care staff regarding components of the individualized service plan.

OASIS, The GEARS Center, Pensacola, FL 32502
Outreach Coordinator (April 2005 - January 2009)

Duties:

- Recruit, train, and supervise participants in peer outreach activities.
- Participate in the design and preparation of outreach activities; develop educational materials to be used in outreach activities.
- Organize and run weekly outreach planning meetings; co-facilitate small group workshops; attend project staff meetings.

THE UNIVERSITY OF WEST FLORIDA, Department of Psychology, Pensacola, FL 32514
Academic Peer Counselor (May 2004 - August 2006)

Duties:

- Review and complete degree plans for students.
- Guide students throughout the process of course registration.
- Provide informational materials detailing campus organizations and departments.
- Discuss with students and prepare them for the possibility of graduate school.

LAKEVIEW CENTER, INC., Crisis Stabilization Unit, Pensacola, FL 32501
Psychiatric Technician (April 2004 - April 2005)

Duties:

- Observe, report, and supervise client behavior.
- Assess and manage behavioral problems.
- Perform safely and effectively the techniques of patient management control.
- Assess and provide strategies for the care of clients.
- Maintain timely and accurate documentation.
- Conduct program activities to serve rehabilitative and palliative functions.
- Engage clients in therapeutic communication.
- Conduct and document environmental and safety reviews.

SPECIAL TRAINING & CERTIFICATIONS

Studer Group Leadership Development Institute: May 2015 - August 2016
Non-Abusive Psychological and Physical Intervention: February 2016
Nurturing Parenting Program Facilitator: July 2014
HIV Prevention Counseling and Testing: August 2006 - August 2007

ACTIVITIES & AWARDS

CHS Board of Directors Award for Staff Excellence: 2011
Southeast Regional Men's Health Summit: November 2005
Association for Advancement of Behavior Therapy Convention: November 2003
Southeastern Psychological Association Conference: March 2003
Lifetime Membership in Psi Chi, the National Honor Society in Psychology: December 2002
Tau Kappa Epsilon Fraternity, Tau Psi Chapter: December 1997 - August 2003

COMMUNITY & CHARITY INVOLVEMENT

Florida Sheriffs Association: March 2014 - present
St. Jude Children's Research Hospital: April 2013 - present
United Way of Escambia County, Florida: March 2008 - present

REFERENCES

Available upon request.

January 18, 2017

Dr. Carol B. Tanksley
8012 Eastwood Lane
Pensacola, Florida 32514-6551

Dear Mr. Humble, Library Director

Please accept this letter in response to a volunteer opening on the West Florida Public Library Governing Board. I have an extensive record of volunteerism in the Greater Pensacola area along with a master's degree in Library Science and a doctorate in Mid-Level Management. I served as a librarian at the college, high school, and elementary levels for approximately 15 years. In two of those positions I established two new schools managing bond funds for purchasing books, equipment, media and curriculum materials.

Below is an abbreviated list of degrees, jobs and volunteerism that I have had in the Pensacola area:

Degrees: Doctorate, University of Houston 1989
 M.L.S., Sam Houston State University

Work Experience: Duquesne University, Assist. Professor, 1990-1992
 *Taught children's literature
 *Curriculum Library Director

University of West Florida, Assoc. Professor, 1992-2013
*Taught Young Adult Literature for 21 years
*Taught Principal courses

Department of Defense, Assistant Principal for two years while on
Sabbatical Leave from University of West Florida

Volunteerism and Community Service:

Pensacola Symphony Orchestra, member governing board, 6 years
Pensacola Opera, member governing board, 2 years
Escambia County Advisory Board, Coastal Sustainability, 8 years
Extension Center (for Carrie Stevenson)
Escambia County Extension Center Advisory Member, 2 years
Extension Center (for Pam Allen)
Escambia County/State of Florida, Certified Master gardener 2003 to present
Panhandle Butterfly House, Advisory Member, 6 years

If you desire more specific information regarding my education, work experience or volunteerism, please contact me at 850-478-9976 or (ctanksle@uwf.edu).

I look forward to hearing from you.

Yours truly,

Carol B. Tanksley

Carol B. Tanksley, Ed.D.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11748

County Administrator's Report 15. 4.

BCC Regular Meeting

Discussion

Meeting Date: 02/16/2017

Issue: Sector Plan

From: Horace Jones, Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Procedures for Addressing Applications for Opting Out of the Sector Plan - Horace Jones, Development Services Department Director

That the Board discuss the procedures for addressing applications for opting out of the Sector Plan and determine whether to proceed as follows:

A. Direct the Planning and Zoning staff to accept and process applications for opt-outs from the Sector Plan, and direct that the following criteria should be addressed by the applicant:

1. The standard map amendment criteria;
2. The Comprehensive Plan requirement for changes to an existing DSAP;
3. The parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan;
4. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure;
5. The existing zoning category and the compatibility with the surrounding DSAP land use designation; and
6. The consistency of any requested future land use designation with underlying zoning;

AND

B. Direct that during the processing of a Sector Plan opt-out request, to the extent possible, the staff analysis, the Planning Board and the Board shall consider whether the applicant lost development rights or was effectively down zoned as part of the Sector Plan adoption;

AND

C. Proceed with consideration of any Sector Plan opt-out requests that have been

submitted and any submittal previously considered by the Planning Board may proceed to the Board of County Commissioners for consideration.

BACKGROUND:

At the February 9, 2017 Committee of the Whole, the Board discussed the Sector Plan and how to proceed with requests from property owners to opt out of the Sector Plan. The Board may elect to proceed as set forth in the recommendation above or provide other direction.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney was consulted in preparing this recommendation.

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-11737

County Attorney's Report 15. 1.

BCC Regular Meeting

Action

Meeting Date: 02/16/2017

Issue: TEFRA Hearing for the Not Exceeding \$9,000,000 Public Finance Authority Multifamily Housing Revenue Bonds (Peachtree Commons Apartments)

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a TEFRA Hearing for the Not Exceeding \$9,000,000 Public Finance Authority Multifamily Housing Revenue Bonds (Peachtree Commons Apartments)

That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for 5:33 p.m., on March 2, 2017, for consideration of authorizing the issuance by the Public Finance Authority (the "Issuer") of not exceeding \$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"). 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 proposed Bonds are to be issued by the Issuer 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. 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. 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.

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:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11735

County Attorney's Report 15. 2.

BCC Regular Meeting

Action

Meeting Date: 02/16/2017

Issue: Authorize scheduling a Public Hearing to consider an Ordinance creating the Innerarity Island Development Corporation Sewage System Improvements MSBU

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to consider an Ordinance creating the Innerarity Island Development Corporation Sewage System Improvements MSBU

That the Board authorize the scheduling of a Public Hearing on Thursday, March 2, 2017, at 5:32 p.m. to consider an Ordinance creating the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit.

BACKGROUND:

The proposed Ordinance will create the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit for the purpose of providing sewage system improvements within the District.

BUDGETARY IMPACT:

The proposed MSBU assessment will defray the cost of sewage system improvements within the District based upon a fair and reasonable apportionment of the cost to all specially benefitted properties. The assessment may be paid in a single lump sum or may be amortized over a ten (10) year period at four percent (4%) interest compounded annually plus any applicable statutory administrative fees payable to the Tax Collector and Property Appraiser.

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and will be advertised in the *Pensacola News Journal* on Saturday, February 18, 2017

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING CHAPTER 70, ARTICLE VIII, DIVISION 3, SECTIONS 70-824 THROUGH 70-831 CREATING THE INNERARITY ISLAND DEVELOPMENT CORPORATION SEWAGE SYSTEM IMPROVEMENTS MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT; DEFINING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR THE GOVERNANCE OF SAID DISTRICT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS; AUTHORIZING THE LEVY OF A NON-AD VALOREM SPECIAL ASSESSMENT TO DEFRAY THE COSTS OF SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT BASED ON A FAIR AND REASONABLE APPORTIONMENT OF THE COST TO SPECIALLY BENEFITTED PROPERTIES; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION PRESCRIBED BY §197.3632, FLORIDA STATUTES; IDENTIFYING THE DUTIES OF THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT, TAX COLLECTOR, AND PROPERTY APPRAISER; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, by Resolution R2016-155, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for such services; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU; and

WHEREAS, due to public safety concerns, the Board of County Commissioners waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures*; and

WHEREAS, the proposed MSBU has otherwise met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, following completion of said improvements funded by the proposed MSBU, the lot owners shall assume responsibility for the improvements in this district.

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

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

Section 2. Part I, Chapter 70, Article VIII, Division 3, Sections 70-824 through 70-831 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 3. –INNERARITY ISLAND DEVELOPMENT CORPORATION

Sec. 70-824. AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under the authority of Article VIII, Section 1 (f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing a sewage system improvement district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-825. SHORT TITLE. This Ordinance shall be known and referred to as the "Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit Ordinance."

Sec. 70-826. DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

(A) *Annual Installment* shall mean one tenth (1/10) of the total Costs of the improvements, a four percent (4%) interest charge on the remaining costs and accrued interest compounded annually, plus any statutory administrative fees payable to the Escambia County Tax Collector and the Escambia County Property Appraiser.

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

(C) *Costs* shall mean the total cost of engineering and construction associated with the sewage system improvements contained in the District. The costs for improvements may include, but are not limited to, the costs of design, permitting, surveys, engineering services, construction, labor, materials, plans and specifications, as well as administrative fees and the Escambia County Tax Collector's collection fee.

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

(E) *District* shall mean that geographical area of the *Innerarity Island Development Corporation Sewage System Improvement MSBU* as described in **Exhibit A**, attached hereto and incorporated by reference herein.

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

(G) *Improvements* shall mean all sewage system improvements presently located or to be located within or added to the District.

(H) *Lot* shall mean a developed or vacant parcel identified with a unique property identification number by the Escambia County Property Appraiser.

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

Sec. 70-827. DISTRICT CREATED. There is hereby created in Escambia County, Florida the *Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit* for the purpose of providing sewage system improvements within the District. The aforementioned District shall include all Lots which benefit from the improvements, including those Lots listed in **Exhibit A**, excluding any holding ponds, wetland/drainage easements, designated wetlands, or buffer zones.

Sec. 70-828. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board. The Board shall have the following powers and duties:

(A) To authorize and provide for the collection of non-ad valorem special assessments to defray the Costs associated with the sewage system improvements within the District.

(B) To provide for or contract for the improvements within the District.

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

(D) To fairly and reasonably apportion the Costs of the improvements among all specially benefited Lots.

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

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

(G) To otherwise act or satisfy its duties and responsibilities under this Ordinance.

(H) To adopt by resolution, rules and regulations regarding fiscal management of the District.

Sec. 70-829. LEGISLATIVE FINDINGS.

(A) Due to public safety concerns, the Board waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures*. The proposed Innerarity Island Development Corporation Sewage System Improvement MSBU has otherwise met the criteria established by the Board in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures*.

(B) Lots in the District are specially benefited since sewage system improvements increase the market value of an individual Lot and increase the ability of Lot owners to develop their land.

(C) The non-ad valorem special assessments levied will represent a fair and reasonable apportionment of the Costs of the special benefit received by each Lot and do not represent the cost of general governmental services provided to residents in the unincorporated areas of Escambia County.

(D) Through its creation of the District, the Board has not accepted ownership of any roads, streets, easements, or lots located within the District other than those expressly accepted or acquired through vote of the Board, and the Board shall not maintain such properties during or subsequent to the completion of any improvements in the District.

Sec. 70-830. NON-AD VALOREM SPECIAL ASSESSMENT COLLECTION.

(A) The Board shall authorize the levy of a non-ad valorem special assessment for sewage system improvements on Lots located within the District the first year following completion of the improvements. This non-ad valorem special assessment for sewage system improvements shall be levied following the preparation and adoption of a budget by the Board as provided by law each Fiscal Year.

(B) The Board may, by proper resolution, establish rules and regulations related to the fiscal management of the District.

(C) All special non-ad valorem special assessments shall be levied and collected by the uniform method of collection as adopted by the Board pursuant to §197.3632, Florida Statutes. All non-ad valorem special assessments shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this Ordinance, until said non-ad valorem special assessments are paid.

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

(D) The amount of non-ad valorem special assessment to be assessed and levied against each Lot within the District shall be determined by resolution of the Board based on the special benefit received by each Lot within the District. The non-ad valorem special assessment for sewage system improvements shall be fairly and reasonably apportioned among the benefited Lots at the time of completion of the improvements.

(E) Said non-ad valorem special assessment may be paid in one lump sum payment or may be amortized over a ten (10) year period at four percent (4%) interest compounded annually, plus any applicable statutory administrative fees payable to the Escambia County Tax Collector and the Escambia County Property Appraiser. No discount shall be applied to early payment of the total outstanding non-ad valorem special assessment due. Lot owners may prepay any outstanding non-ad valorem special assessment in whole or in part without penalty. Any partial prepayment received shall be applied to the outstanding non-ad valorem special assessment balance and shall not postpone the date of any subsequent payment due or waive any future applicable interest or statutory administrative fees payable to the Escambia County Tax Collector or the Escambia County Property Appraiser.

(F) A certified copy of this Ordinance shall be recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-831. APPEAL PROCESS.

(A) Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District or any of the annual installments paid on the outstanding non-ad valorem special assessment by notifying the Clerk of the Circuit Court in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment. The Clerk of the Circuit Court shall review the request and determine within ten (10) business days whether an error of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board. The Clerk of the Circuit Court shall be authorized to correct facial errors based on these information sources. The Clerk of the Circuit Court shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due or any of the annual installments as a result of the identification error, with notice to the Board.

(B) In the event the Clerk of the Circuit Court is unable to determine whether an owner's Lot has been erroneously assessed or believes the non-ad valorem special assessment or any annual installment is correct, the Clerk of the Circuit Court shall forward the Lot owner's written notice to the County Administrator or designee. The County Administrator or designee shall review and investigate the alleged error and

determine, within a reasonable period of time based on the circumstances, whether the non-ad valorem special assessment or any annual installment should or should not be adjusted.

(C) In the event the County Administrator or designee finds the Lot owner has been erroneously assessed, the County Administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary adjustment to the amount of the owner's non-ad valorem special assessment due or any annual installment owing as a result of the identified error, with notice to the Board.

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

(E) At the next available meeting, the Board shall either: 1) direct the County Administrator or designee to adjust the non-ad valorem special assessment due or the annual installment; or 2) advise the Lot owner the Board finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

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

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

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

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

DONE AND ENACTED THIS ____ DAY OF _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk to the Circuit Court

D.B. Underhill, Chairman

Deputy Clerk

(Seal)

Enacted:
Filed with Department of State:
Effective:

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

[Handwritten Signature]
2/8/17

EXHIBIT A

PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER
15-3S-32-3000-060-004	15-3S-32-2000-316-002	15-3S-32-2003-007-001	15-3S-32-1900-102-007	15-3S-32-1900-094-007	15-3S-32-2000-021-001
15-3S-32-2003-120-010	15-3S-32-1900-077-008	15-3S-32-2003-007-002	15-3S-32-2006-009-009	15-3S-32-2003-008-003	15-3S-32-3000-150-001
15-3S-32-3000-060-008	15-3S-32-3000-440-008	15-3S-32-3000-020-008	15-3S-32-2005-003-001	15-3S-32-3000-090-001	15-3S-32-2006-001-009
15-3S-32-2003-004-004	15-3S-32-3000-420-008	15-3S-32-2005-001-004	15-3S-32-2001-004-005	15-3S-32-2003-003-007	15-3S-32-1102-003-001
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15-3S-32-1900-064-008	15-3S-32-2003-006-009	15-3S-32-2000-305-002	15-3S-32-1103-006-004	15-3S-32-1900-050-006	15-3S-32-2006-010-001

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PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER
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15-3S-32-2005-005-002	15-3S-32-2001-003-008	15-3S-32-2000-314-002	15-3S-32-3000-020-005	15-3S-32-3000-240-001
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15-3S-32-3000-260-008	15-3S-32-1102-004-003	15-3S-32-2003-004-002	15-3S-32-2001-023-008	15-3S-32-1102-004-001
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15-3S-32-2001-005-007	15-3S-32-1900-091-007	15-3S-32-2005-002-010	15-3S-32-1900-076-008	15-3S-32-3000-120-010
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15-3S-32-2002-025-002	15-3S-32-2003-002-003	15-3S-32-1103-000-005	15-3S-32-1900-070-008	15-3S-32-3000-230-001
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15-3S-32-2002-003-002	15-3S-32-1900-004-001	15-3S-32-1900-107-004	15-3S-32-2002-002-002	15-3S-32-2004-003-001
15-3S-32-1900-035-002	15-3S-32-1900-005-001	15-3S-32-1900-108-004	15-3S-32-1102-002-010	15-3S-32-2003-009-003
15-3S-32-2002-004-002	15-3S-32-1900-006-001	15-3S-32-1900-000-500	15-3S-32-3000-160-001	15-3S-32-2002-007-002
15-3S-32-2000-064-001	15-3S-32-1900-007-001	15-3S-32-1102-001-008	15-3S-32-2003-050-010	15-3S-32-2002-009-002
15-3S-32-3000-030-003	15-3S-32-1900-008-001	15-3S-32-2002-029-002	15-3S-32-1900-056-008	15-3S-32-2001-007-005
15-3S-32-3000-040-003	15-3S-32-1900-009-001	15-3S-32-1103-003-001	15-3S-32-1103-002-003	15-3S-32-1103-008-004
15-3S-32-2003-002-001	15-3S-32-1900-010-001	15-3S-32-1900-097-007	15-3S-32-2001-002-005	15-3S-32-2003-005-009
15-3S-32-3000-080-001	15-3S-32-1900-011-002	15-3S-32-1103-007-003	15-3S-32-2006-013-009	15-3S-32-3000-350-001
15-3S-32-2003-012-002	15-3S-32-1900-012-002	15-3S-32-1103-006-003	15-3S-32-2003-015-002	15-3S-32-3000-320-001
15-3S-32-1102-005-004	15-3S-32-1900-013-002	15-3S-32-3000-380-001	15-3S-32-2003-007-008	15-3S-32-1900-048-005
15-3S-32-1900-074-008	15-3S-32-1900-014-002	15-3S-32-2000-060-001	15-3S-32-2000-063-001	15-3S-32-3000-220-001
15-3S-32-2005-004-004	15-3S-32-1900-015-002	15-3S-32-3000-040-002	15-3S-32-1900-044-005	15-3S-32-3000-080-008
15-3S-32-2003-001-006	15-3S-32-1900-016-002	15-3S-32-3000-050-002	15-3S-32-1102-002-007	15-3S-32-1103-004-002
15-3S-32-3000-460-008	15-3S-32-1900-017-002	15-3S-32-3000-060-002	15-3S-32-2001-002-006	15-3S-32-2002-027-002
15-3S-32-3000-070-001	15-3S-32-1900-018-003	15-3S-32-3000-200-001	15-3S-32-2003-101-010	15-3S-32-3000-020-010
15-3S-32-2000-311-002	15-3S-32-1900-019-003	15-3S-32-1103-005-004	15-3S-32-2001-014-005	15-3S-32-1900-069-008

EXHIBIT A

PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER
15-35-32-2005-001-003	15-35-32-1900-070-003	15-35-32-2000-061-001	15-35-32-2001-012-005	15-35-32-2000-309-002	15-35-32-2001-016-004
15-35-32-2003-080-010	15-35-32-1900-071-003	15-35-32-1103-004-004	15-35-32-3000-070-006	15-35-32-3000-270-008	15-35-32-2001-017-004
15-35-32-2003-100-010	15-35-32-1900-072-003	15-35-32-1900-100-007	15-35-32-2002-026-002	15-35-32-3000-290-001	15-35-32-1900-066-008
15-35-32-1900-079-008	15-35-32-1900-073-004	15-35-32-2001-002-002	15-35-32-2003-005-006	15-35-32-1102-004-002	15-35-32-2003-004-006
15-35-32-1900-080-008	15-35-32-1900-074-004	15-35-32-1103-006-001	15-35-32-1900-092-007	15-35-32-2001-010-008	15-35-32-1900-081-008
15-35-32-3000-140-010	15-35-32-1900-075-004	15-35-32-2000-056-001	15-35-32-1900-096-007	15-35-32-2001-009-008	15-35-32-2001-013-004
15-35-32-1102-002-008	15-35-32-1900-076-004	15-35-32-1102-001-002	15-35-32-3000-080-004	15-35-32-2001-003-007	15-35-32-3000-250-008
15-35-32-1900-039-002	15-35-32-1900-077-004	15-35-32-2002-024-002	15-35-32-3000-100-002	15-35-32-1900-043-005	15-35-32-3000-380-008
15-35-32-2006-007-001	15-35-32-1900-078-004	15-35-32-1900-046-005	15-35-32-3000-010-002	15-35-32-1900-038-002	15-35-32-2002-021-002
15-35-32-2001-014-004	15-35-32-1900-079-004	15-35-32-1102-005-002	15-35-32-3000-090-002	15-35-32-2000-310-002	15-35-32-3000-030-004
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15-35-32-3000-310-008	15-35-32-2004-002-002	15-35-32-2005-002-003	15-35-32-1900-072-008	15-35-32-2001-009-005	15-35-32-3000-410-008
15-35-32-1900-059-008	15-35-32-1102-001-004	15-35-32-3000-350-008	15-35-32-3000-090-004	15-35-32-3000-100-008	15-35-32-3000-130-004
15-35-32-1900-098-007	15-35-32-2000-303-002	15-35-32-2000-313-002	15-35-32-1900-073-008	15-35-32-3000-110-008	15-35-32-2001-018-008
15-35-32-2001-004-003	15-35-32-1102-001-010	15-35-32-1103-003-002	15-35-32-2003-004-003	15-35-32-3000-120-008	15-35-32-2000-000-000
15-35-32-1900-067-008	15-35-32-1102-002-001	15-35-32-2001-011-004	15-35-32-2001-001-008	15-35-32-3000-270-001	15-35-32-2004-003-002
15-35-32-1900-087-007	15-35-32-3000-020-004	15-35-32-2003-010-002	15-35-32-3000-080-003	15-35-32-2003-008-001	15-35-32-1102-003-013
15-35-32-1103-008-003	15-35-32-1102-001-012	15-35-32-1103-004-001	15-35-32-3000-120-004	15-35-32-1102-002-011	15-35-32-1102-002-013
15-35-32-1900-089-007	15-35-32-1102-002-012	15-35-32-3000-140-001	15-35-32-3000-150-008	15-35-32-3000-220-008	15-35-32-1900-101-007
	15-35-32-2001-008-003	15-35-32-2003-011-006		15-35-32-2000-024-001	15-35-32-1900-062-008
					15-35-32-3000-370-001
					15-35-32-3000-010-003



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-11757

County Attorney's Report 15. 3.

BCC Regular Meeting

Action

Meeting Date: 02/16/2017

Issue: Request for Legal Representation of Marilyn Wesley, former Director of Community Affairs

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approving the Retention of Attorney Erica Reed to Represent the County's former Director of Community Affairs, Marilyn Wesley Regarding a Complaint File in the First Judicial Circuit Court

That the Board approve the retention of Attorney Erica Reed for an hourly rate of \$250.00 to represent the County's former Director of Community Affairs, Marilyn Wesley regarding a third amended complaint filed in the First Judicial Circuit Court.

BACKGROUND:

Marilyn Wesley, is a defendant in a civil action brought by Danielle Riggins pending in Escambia County Circuit Court, Case No.: 2015 CA 001250. The claim for damages concerns the destruction of Ms. Riggins' pet dog on or about August 30, 2013. Ms. Riggins is seeking emotional distress damages that she suffered in addition to property damage relating to her dog. On that date, Ms. Wesley was the Director of Community Affairs. The Animal Services Division was under her supervision. Ms. Wesley was acting in the course and scope of her employment as the Director of Community Affairs when the destruction of Ms. Riggins' pet dog occurred. It does not appear that Ms. Wesley acted in bad faith or with willful and wanton disregard of the property rights of Ms. Riggins, but Ms. Riggins' attorney has made these allegations in a third amended complaint filed in this suit.

Ms. Wesley will be represented by Erica Reed, 816 E. LaRua Street, Pensacola, FL 32501. Attached is the retainer agreement executed between Ms. Wesley and Ms. Reed. Ms. Reed will be charging \$250.00 per hour. Attached also is the resume provided by Ms. Reed. It appears that the hourly rate being charged by Ms. Reed is consistent with the market rate for attorneys in the Pensacola/Escambia County community for attorneys with the qualifications and experience of Ms. Reed. The County has filed a motion to dismiss the third amended complaint as to the allegations against it. Ms. Wesley's attorney will have to address the allegations against

her once she makes an appearance. Retaining counsel for Ms. Wesley is consistent with County policy.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board's policy concerning Legal Representation for Commissioners and County Employees, Section B, paragraph 2 "Reasonable attorney's fees".

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Policy - Legal Representation for Commissioners and County Employees
Resume - Attorney Erica Ashley Reed
Retainer Agreement Between Attorney Reed and Ms. Wesley

Board of County Commissioners
Escambia County, Florida

Title: Legal Representation for Commissioners and County Employees, Section II, Part C.35
Date Adopted: May 15, 2014
Effective Date: May 15, 2014
Reference:
Policy Amended: New Policy

A. Purpose:

Commissioners, County employees, Board appointees and County agents should be entitled to some assurance that in the performance of a public service they will not be encumbered by the expense of defending a civil, criminal, ethics, administrative or professional licensing action predicated upon their official acts and reports and should not fear such expenses that may result from reprisals. Further, the Board of County Commissioners finds that it is necessary to encourage the continued participation in County government by alleviating the potential liability of persons having to expend their own funds for the payment of reasonable attorney's fees and costs when such persons are named in a criminal, civil, ethics, administrative or professional licensing action. In following this policy, the Board may only incur or reimburse reasonable attorney's fees and costs as allowed by Florida law.

B. Definitions:

"Costs" shall mean actual and verifiable costs incurred in the provision of a defense for the subject commissioner, employee, appointee or agent of the County. Any travel expenses shall be as provided in section 112.061, Florida Statutes.

"Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary rate, whether a flat fee or per hour, charged in Escambia County, Florida, for similar work performed by attorneys within the County, but in no event to exceed \$250 per hour unless a higher amount is approved by the Board due to extraordinary circumstances.

"Successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean dismissal, a finding of not guilty or a verdict of no liability in favor of the person covered herein as set forth below. In a civil case, a judgment of nominal damages or a judgment of 25% or less than a proposal for settlement served by the Commissioner or employee pursuant to Florida Statutes and the Florida Rules of Civil Procedure, which is entered against the Commissioner or employee may be considered as a successful defense or as prevailing as circumstances warrant. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the

officer or employee prevailed.

C. Policy.

It is the Board's policy that for cases involving current and former County employees, Board appointees and County agents personally named in any civil, criminal, ethics, administrative or professional licensing action for any act within the scope of their duties and responsibilities, the County will prospectively provide legal representation or pay reasonable attorney's fees and costs if the procedures in this policy are followed and if allowed by Florida Law.

Cases involving current or former County Commissioners personally named in any civil, criminal, ethics, administrative or professional licensing case that arises out of and in connection with their scope of County function shall be addressed by the Board of County Commissioners on a case-by-case basis. Florida law shall be followed with regards to any payment or reimbursement of legal fees or prospective retention of legal representation. Any current or former County Commissioner personally named in a civil, criminal, ethics, administrative or professional licensing action and who desires the County pay for on an ongoing basis or reimburse legal fees shall follow the procedures set forth in this policy. For cases involving current or former County Commissioners, out of the Sunshine litigation strategy meetings set forth in section 286.011(8), Florida Statutes are discouraged but may be allowed by majority vote of the Board should circumstances warrant.

D. Procedures:

Any person who believes that he or she is allowed or entitled to payment or reimbursement of reasonable attorney's fees and costs or retention of legal representation shall, as a condition precedent to such payment, retention or reimbursement, notify the County through its County Attorney in writing within 10 days of their knowledge of a relevant action or within 10 days of retaining a private attorney, whichever is applicable. The request shall at a minimum set forth:

1. The name and current address of the person making the request;
2. A description of the entity conducting the investigation or proceeding;
3. The case number or file number of the investigation or proceeding, if known;
4. A description of each count, charge and/or allegation made or being investigated;
5. The date(s) that the alleged wrongful incidents are alleged to have occurred;
6. The person's office or position of employment with the County on the dates described in (5.) above;
7. The reasons why it is believed that the attorney's fees and costs should be paid by the County;
8. The name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (4.) above, if applicable;
9. A description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the

counts, charges and/or allegations described in (4.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in (4.) above; and

10. Such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

E. Board Action.

The County Attorney shall review all requests provided pursuant to section D of this policy and within a reasonable time shall prepare and present an agenda item for consideration by the Board. In any case where the County Attorney believes the matter can be ethically, legally and expeditiously handled in-house, the recommendation shall so state. In all other instances, the County Attorney shall make a recommendation on the applicability of this policy to the request for retention of legal representation or payment or reimbursement of reasonable attorney's fees and costs.

For a civil action, the recommendation shall support payment, reimbursement or retention of legal counsel unless there has been a finding or it appears clear from the relevant materials that the person is personally liable, acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property pursuant to section 111.07, Florida Statutes.

For other actions the recommendation shall support payment, reimbursement or retention of legal counsel so long as it appears the alleged misconduct arose out of or in connection with the performance of their official duties and while serving a public purpose pursuant to Florida case law.

For a recommendation regarding a criminal charge for violation of Florida's Sunshine law, the recommendation shall reflect that Florida law specifically authorizes reimbursement of reasonable attorney's fees and costs upon acquittal pursuant to section 286.011(7), Florida Statutes.

The Board may:

1. Request additional relevant information from the applicant or County Attorney; or
2. Continue the request to a date and time certain; or
3. Take action upon the written request and determine if the attorney's fees and costs shall be reimbursed or paid, and if so, in what amount; or
4. Allow the County Attorney to represent the applicant or other counsel to be retained; or
5. Deny the request and make appropriate findings.

F. Agreement.

In any event where the County has prospectively provided legal representation or is paying reasonable attorney's fees and costs prior to disposition of an action or claim,

the Board may require the individual to execute an agreement with the County which shall require reimbursement to the County in the following circumstances:

1. In a civil action where the individual did not prevail and was found personally liable, to have acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property; or
2. In any other action where upon disposition of the case the Board of County Commissioners determined the alleged misconduct did not arise out of or in connection with their official duties or the individual was not serving a public purpose; or
3. In any case where prevailing Florida law would not allow the County to cover the expenses of the legal representation.

Regardless of whether an agreement is entered or not, the Board may authorize legal action to recoup expenses in cases where reimbursement is due to the County based on application of either this policy or Florida law.

G. Investigations and Grand Jury Investigations.

Florida law may not allow payment or reimbursement of reasonable attorney's fees and costs or retention of outside counsel in cases involving solely an investigation or a grand jury investigation. In the event a person subject to this policy believes they are entitled to relief, he or she may bring the request to the County Attorney, as set forth in this policy, and the County Attorney will review it and take a recommendation to the Board of County Commissioners in a timely fashion.

ERICA ASHLEY REED

967 Grand Canal Street

Gulf Breeze, FL 32563

917.882.0924

e.ashleyreed@gmail.com

EDUCATION

NEW YORK UNIVERSITY SCHOOL OF LAW, New York, NY
L.L.M. in Trade Regulation, concentration in Intellectual Property, December 2009

NEW YORK UNIVERSITY SCHOOL OF LAW, New York, NY
J.D., May 2005
Honors: American Bar Association Scholarship Recipient

FORDHAM UNIVERSITY, New York, NY
B.A. in Women's Studies and English, May 2002
Honors: Dean's List with Distinction; Women's Studies Honors; English Honors

EXPERIENCE

SMITH PACHTER MCWHORTER P.L.C

Associate, January 2016 – present

Practices in the areas of white collar including compliance counseling, monitoring, investigations and defense; and government contracts.

- In the international compliance context, Ms. Reed concentrates on the Foreign Corrupt Practices Act (FCPA) and in the domestic context on the False Claims Act, Procurement Integrity Act, Federal Acquisition Regulation (FAR), and other statutes and regulations governing the conduct of government contractors and their employees.
- Has represented corporate clients in the course of numerous internal and government investigations, including before the Department of Justice, Securities and Exchange Commission, and Office of the Inspector General.

UNITED STATES DEPARTMENT OF JUSTICE

Trial Attorney, Civil Division, Commercial Litigation Branch, National Courts Section, May 2015 – January 2016

- Represented the United States in three federal courts of nation-wide jurisdiction: the United States Court of Appeals for the Federal Circuit, the United States Court of Federal Claims, and the United States Court of International Trade.
- Practice areas included government contract and procurement dispute litigation, constitutional claims, government pay and personnel suits, veterans' and other benefits appeals, and international trade and tariff matters.

Assistant United States Attorney, May 2013 – May 2015

- Served as an Assistant United States Attorney in the Northern District of Florida, Civil Division, representing the United States in all civil litigation involving the federal government, including appeals. Extensive experience handling defensive matters involving allegations of employment discrimination and harassment, medical malpractice, and other personal injury matters brought under the Federal Tort Claims Act, along with prisoners' suits.
- Served as an Assistant United States Attorney in the United States Attorney's Office for the District of Columbia prosecuting criminal Sex Offense/Domestic Violence cases. Independently tried over 25 criminal bench trials.

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY, & PROCTOR, P.A.

Associate Attorney, Business Torts, August 2012 – April 2013

Practice focused primarily upon representing individuals and entities in the areas of securities litigation and arbitration, as well as complex business and antitrust litigation.

WILMERHALE

Senior Associate, Antitrust and Competition, March 2011 – March 2012

Represented clients in a wide variety of antitrust matters, including civil litigation and criminal investigations. Specific experience included:

- Representing clients and patentees in cases raising issues at the intersection of intellectual property and antitrust law, such as standard setting and patent misuse.
- Assisting in the representation of foreign clients in cartel investigations by the US Department of Justice.
- Drafting answers, counterclaims, initial disclosures, interrogatories and interrogatory responses, objections and responses to document requests, declarations, motions and supporting memoranda, stipulations, and proposed orders.
- Conducting and defending depositions.

FULBRIGHT & JAWORSKI L.L.P., New York, NY

Litigation Associate, September 2005 – February 2011

Extensive experience handling a wide range of litigation matters, including complex commercial, white collar, antitrust, labor and employment, class actions, and international disputes and arbitrations. Responsibilities included:

- Briefing and arguing dispositive motions in court.
- Taking and defending depositions.
- Conducting client interviews and preparing expert and lay witnesses for testimony and trial.
- Researching and drafting pleadings, briefs, dispositive motions, and settlement and release agreements.
- Conducting settlement negotiations and leading mediation sessions.
- Representing clients in investigations before the SEC and DOJ related to the Foreign Corrupt Practices Act.
- Conducting pre-litigation research and analysis, analyzing e-discovery issues, managing case records, and engaging in document production and review.

THE HONORABLE ERIC WASHINGTON, DISTRICT OF COLUMBIA COURT OF APPEALS,

Judicial Internship, Summer 2003

Conducted extensive substantive and procedural legal research and writing. Drafted various court opinions and bench memoranda. Attended all court proceedings.

RADIO CITY MUSIC HALL, New York, NY

Rockette, August 1999 – 2004

Rockette Representative and Diversity Consultant, August 1999- 2004

Represented newly hired and Roster listed Rockettes. Responsible for negotiating and ensuring compliance with the collective bargaining agreement. Worked closely with American Guild of Variety Artists union representatives to develop new contracts, address workplace issues and concerns, and make sure that management complies with all audition, rehearsal, and performance regulations.

PROFESSIONAL ACTIVITIES AND MEMBERSHIPS

American Bar Association

American Intellectual Property Lawyer's Association (AIPLA)

National Bar Association

ADMISSIONS

New York Bar, 2006
New Jersey Bar, 2005
District of Columbia Bar, 2011
Florida Bar, 2012

REFERENCES

Ronald C. Machen Jr.
Partner
Wilmer Cutler Pickering Hale and Dorr
1875 Pennsylvania Avenue, NW, Washington, DC 20006
(202) 663-6881

Pamela Moine
United States Attorney's Office
Northern District of Florida 21
E Garden Street, #400
Pensacola, FL 32502
(850) 530-5841

Eric Mahr
Director of Litigation
U.S. Department of Justice, Antitrust Division
950 Pennsylvania Ave., NW
Washington, DC 20530
(202) 365-5319

The Honorable Eric T. Washington
Chief Judge
District of Columbia Court of Appeals
430 E St. N, Washington, DC 20001
(202) 879-2770

Judith A. Archer
Partner
Norton Rose Fulbright
666 Fifth Avenue, New York, NY 10103
(212) 318-3342



Law Office of
Erica A. Reed

816 E. La Rua Street, Pensacola, FL 32501
TEL: (850) 361-1461 • FAX: (850) 361-1401

February 8, 2017

Dear Ms. Wesley,

Pursuant to our conference of February 7, 2017, I am very pleased that you have asked me to represent you in connection with the case styled *Danielle Riggins v. Escambia County et al.*, Case No. 2015 CA 001250.

My fees for legal services are \$250 per hour, plus any expenses that may be incurred, such as photocopying, witness fees, travel expenses, filing fees, long distance telephone calls, postage, express mail and messenger charges, deposition costs, computerized legal research charges and other computer services, and miscellaneous other charges.

My office will bill you approximately monthly depending upon the amount of work that was done on your file during that period of time. Unless other arrangements are made, payment in full is due within thirty days of your receipt of the statement. If you have any question concerning any bill, I ask that you raise it within that period.

My retention may be terminated by either of us at any time by written notice by or to you. I normally do not terminate a representation unless the client misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for me to continue to represent the client, or unless other just cause exists. If permission for withdrawal is required by a court or other tribunal, I shall apply promptly for such permission and termination shall coincide with the tribunal's order for withdrawal.

I may send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. Please retain them. I will also keep the information in a file in my office, which will be my file. Please bring your copy of the file to all of our meetings so that we both have all the necessary information in front of us. When I have completed all the legal work necessary for your case, I will close my file and return original documents to you.

Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to me.

Again, I appreciate the opportunity to represent you and look forward to working with you.

Very truly yours,

Erica A. Reed
Erica A. Reed, Esq.

ACCEPTED AND AGREED - February 9, 2017

By: Marilyn Wesley
Signature

Marilyn Wesley
Print Name



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11749

County Attorney's Report 15. 1.

BCC Regular Meeting

Discussion

Meeting Date: 02/16/2017

Issue: City of Pensacola, FL vs. the Board of County Commissioners of Escambia County, Florida - DOAH Case No. 17-0627

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning City of Pensacola, FL vs. the Board of County Commissioners of Escambia County, FL - DOAH Case No. 17-0627.

That the Board discuss the above-referenced case, City of Pensacola, FL vs. the Board of County Commissioners of Escambia County, FL - DOAH Case No. 17-0627.

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.

